



**Board of Trustees - Regular Meeting  
Tuesday, August 21, 2012 6:00 PM  
Rooms 101 Student Services, Moreno Valley  
College 16130 Lassel Street, Moreno Valley CA  
92551**

**ORDER OF BUSINESS**

**Pledge of Allegiance**

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

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible

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

- I. COMMENTS FROM THE PUBLIC
- II. APPROVAL OF MINUTES
  - A. [Minutes of the Board of Trustees Regular/Committee Meeting of June 5, 2012](#)  
*Recommend approving the June 5, 2012 Board of Trustees Regular/Committee meeting minutes as prepared*
  - B. [Minutes of the Board of Trustees Regular/Committee Meeting of June 19, 2012](#)  
*Recommend approving the June 19, 2012 Board of Trustees Regular meeting minutes as prepared.*
  - C. [Minutes of the Board of Trustees Special Meeting of June 26, 2012](#)  
*Recommend approving the June 26, 2012 Board of Trustees Special meeting minutes as prepared.*

- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
  - A. [Chancellor's Communications](#)  
*Information Only*
  - B. [Five to Thrive Presentation - Faculty Presentation led by Dr. Sheila Pisa, Associate Professor, Math Department](#)  
*Information Only*
  - C. [Resolution Number 03-12/13, Support of Proposition 30 - School and Local Public Safety Protection Act](#)  
*Recommend that the Board of Trustees Adopt Resolution Number 03-12/13 in Support of Proposition 30.*
  - D. [Resolution No. 02-12/13 – Resolution Authorizing the Chancellor, or Designee, of the District to Layoff Positions in the Classified Service](#)  
*Recommend that the Board of Trustees adopt Resolution No. 02-12/13, authorizing the Chancellor, or designee, of the District to layoff positions in the classified service.*
  - E. [Future Monthly Committee Agenda Planner and Annual Master Planning Calendar](#)  
*Information Only*
- V. STUDENT REPORT
  - A. [Student Report](#)  
*Information Only*
- VI. CONSENT AGENDA ACTION
  - A. Diversity/Human Resources
    - 1. [Academic Personnel](#)  
*Recommend approving/ratifying academic personnel actions.*
    - 2. [Classified Personnel](#)  
*Recommend approving/ratifying classified personnel actions.*
    - 3. [Other Personnel](#)  
*Recommend approving/ratifying other personnel actions.*
  - B. District Business
    - 1. [Purchase Order and Warrant Report - All District Resources](#)  
*Recommend that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$12,525,611 and District Warrant Claims totaling \$15,860,004.*
    - 2. Budget Adjustments (None)
    - 3. Resolution(s) to Amend Budget (None)
    - 4. Contingency Budget Adjustments (None)
    - 5. Bid Awards (None)
    - 6. Grants, Contracts and Agreements
      - a. [Contracts and Agreements Report Less than \\$81,000 - All District Resources](#)

- Recommend that the Board of Trustees ratify contracts totaling \$1,812,177.*
- b. [Operational Agreement for BCTC with County of Riverside](#)  
*Recommend that the Board of Trustees approve the operational agreement to supply office space, classroom and laboratory facilities for Ben Clark Training Center with Riverside County.*
  - c. [Award to Support Mental Health Curriculum for Physician Assistant Program](#)  
*Recommend that the Board of Trustees accept the award from the Office of Statewide Planning and Development in the amount of \$99,999.00 for the continuation of the Mental Health Fellowship Program.*
  - d. [Sub Contract for Completion Counts Initiative with Alvord Unified School District](#)  
*Recommend the Board of Trustees approve the Sub Contract with Alvord Unified School District.*
  - e. [Sub Contract for Completion Counts Initiative with Riverside Unified School District](#)  
*Recommend the Board of Trustees approve the amendment to the Sub Contract with RUSD*
  - f. [Sub Contract for Completion Counts with the City of Riverside](#)  
*Recommend the Board of Trustees approve the Sub Contract for Completion Counts with the City of Riverside.*
  - g. [Sub Contract for Completion Counts with Alvord Unified School District](#)  
*Recommend the Board of Trustees approve Amendment No. 3 of the Sub Contract for Completion Counts with Alvord Unified School District.*
  - h. [Completion Academies Sub Contract with Riverside Unified School District to Increase Number of Student Graduates](#)  
*Recommend the Board of Trustees approve the Sub Contract with Riverside Unified School District to increase the completion rates of student graduates.*
  - i. [Renewal of Operational Agreement with the State of California, California Highway Patrol](#)  
*Recommend that the Board of Trustees re-affirm its approval of the operational agreement to provide classroom and laboratory space.*
7. [Out-of-State Travel](#)  
*Recommend approving out-of-state travel.*
8. Other Items
- a. [Notices of Completion](#)

*Recommend that the Board of Trustees 1) accept the projects listed on the attachment as complete, and 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works).*

b. [Surplus Property](#)

*Recommend that the Board of Trustees by unanimous vote declare the property on the attached list to be surplus; and, authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.*

c. [Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation - Resolution No. 1-12/13](#)

*Recommend that the Board of Trustees adopt Resolution No. 1-12/13 which establishes the 2012-2013 Gann Limit for the Riverside Community College District at \$165,890,453.*

d. [Contract between RCCD and OD Music, Inc. for Performance Riverside Paymaster Services](#)

*Recommend that the Board of Trustees approve the contract for the 2012-13 Performance Riverside schedule with OD Music, Inc.*

VII. CONSENT AGENDA INFORMATION (NONE)

VIII. BOARD COMMITTEE REPORTS

A. Governance

1. [Revised and New Board Policies - First Reading](#)

*Recommend the Board of Trustees accept Administrative Procedure 2435 and Board Policies 2750, 3410, 3430, 3820, 4040, 5040, 5130, 5140, 5510 and 5800 for first reading.*

B. Teaching and Learning

1. [Agreement for Open Campus Services with Blackboard Student Services and California Community College Foundation](#)

*Recommend the Board of Trustees approve the agreement for \$169,977.00 for hosting open campus 24/7 help desk.*

C. Planning and Operations

1. [2014-2018 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals](#)

*Recommend the Board of Trustees approve the 2014-2018 Five-Year Capital Construction Plan; and various project proposals for Moreno Valley College, Norco College, and Riverside City College.*

D. Resources

1. [Budget Augmentation 3 for Citrus Belt Savings and Loan Gallery \(Center for Social Justice & Civil Liberties\)](#)

*Recommend the Board of Trustees approve budget augmentation No. 3 in the amount of \$140,000 for changes not in the original scope, ADA improvements and miscellaneous changes.*

E. Facilities

1. [Amendment for Moreno Valley Dental Education Center with All American Inspection, Inc.](#)

*Recommend that the Board of Trustees approve Amendment No. 1 with All American Inspection, Inc. in the amount of \$825.*

2. [Amendment for Student Academic Services Facility – Phase III with DLR Group WWCOT](#)

*Recommend the Board of Trustees approve Amendment No. 2 with DLR Group WWCOT in the amount of \$14,590.*

3. [Amendment for Norco Operations Center with Hill Partnership, Inc.](#)

*Recommend the Board of Trustees approve amendment No. 5 with Hill Partnership, Inc., in the amount of \$8,720 for architectural and engineering services.*

4. [Change Order 5 for Wheelock Gymnasium, Seismic Retrofit with ISEC, Inc.](#)

*Recommend that the Board of Trustees: (1) approve project Change Order No. 5 with ISEC, Inc. in the amount totaling \$14,397.57; (2) and approve the change order in excess of ten percent by a total of \$82,816.87.*

5. [Change Order 3 for Culinary Arts Academy and District Office Building with J.M. Farnan](#)

*Recommend that the Board of Trustees (1) approve project Change Order No. 3 with J.M. Farnan in the amount totaling \$1,917; (2) and approve the change order in excess of ten percent by a total of \$43,650.*

IX. ADMINISTRATIVE REPORTS

- A. Vice Chancellors
- B. Presidents

1. [Revised Mission Statement for Norco College](#)

*Recommend that the Board of Trustees approve the revised mission statement for Norco College.*

X. ACADEMIC SENATE REPORTS

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

- C. Riverside City College
- XI. BARGAINING UNIT REPORTS
  - A. CTA - California Teachers Association
  - B. CSEA - California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
  - A. [Change of Date of Regular/Committee Board of Trustees Meeting from \(Tuesday\) November 6, 2012 to \(Monday\) November 5, 2012](#)  
*Recommend that the Board of Trustees approve changing the date of the November 6, 2012 Regular/Committee meeting of the Board of Trustees to November 5, 2012.*
  - B. [Update from Members of the Board of Trustees on Business of the Board.](#)  
*Information Only*
- XIII. CLOSED SESSION
  - A. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release](#)  
*To Be Determined*
- XIV. ADJOURNMENT



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[Agenda Item](#)

## Agenda Item (II-A)

Meeting	8/21/2012 - Regular
Agenda Item	Approval of Minutes (II-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of June 5, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the June 5, 2012 Board of Trustees Regular/Committee meeting minutes as prepared.

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

### Attachments:

[060512\\_MIN](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR  
AND COMMITTEE MEETINGS OF THE GOVERNANCE,  
TEACHING AND LEARNING, PLANNING AND OPERATIONS,  
FACILITIES, AND RESOURCES COMMITTEES  
OF JUNE 5, 2012

President Green called the Board of Trustees meeting to order at 6:00 p.m., in the Bradshaw Building-Hall of Fame, 4800 Magnolia Avenue, Riverside, California. CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President  
Sam Davis, Secretary  
Mary Figueroa, Board Member  
Janet Green, President  
Mark Takano, Board Member (left at 9:03 p.m.)  
Nick Bygon, Student Trustee

Staff Present

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

Student Francisco Ramos led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Mr. Nicholas Adcock, Government Affairs Manager for the Greater Riverside Chambers of Commerce, made comments in support of the rescoped Henry W. Coil, Sr. and Alice Edna Coil School for the Arts. PUBLIC COMMENTS

A letter from Cindy Roth, President/CEO of the Greater Riverside Chambers of Commerce, gave support to the rescoping of the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts.

Student Francisco Ramos stated that his status will be changing from student to alumni as he will now be transferring to UCR in the fall. He also thanked the Board, Chancellor, staff, and academic senate for all the opportunities afforded to him at RCC.



A letter from Mayor Ronald Loveridge, City of Riverside, gave support to the rescoping of the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts.

Ms. Collette Lee, representative of the Raincross Group, applauded the efforts of the Board in continuing development of the downtown area with the rescoped Coil School for the Arts. She also asked the Board to review the original mission statement and make a commitment to include the students in this vision, and support the youth of this area for the Coil School for the Arts.

A letter from Barbara Robinson, President, Monday Morning Group, gave support to the rescoping of the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts.

Blumenthal/Takano moved that the Board of Trustees rearrange the order of the agenda as follows: 1) Planning and Operations Committee; 2) Resources Committee; 3) Facilities Committee; and 4) Teaching and Learning Committee. Motion carried. (5 ayes)

AMEND AGENDA

The Planning and Operations Committee Chair Mary Figueroa convened the meeting at 6:21 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. Kushang Patel (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Nancy Melendez.

PLANNING AND OPERATIONS

Dr. Tom Harris and Mr. David Bobbitt, vice president, business services, introduced Mr. Steve Johnson of Johnson Favaro, who facilitated a presentation of the Conceptual Master Plan-Site Analysis of Moreno Valley College and described the next steps in the process. Discussion followed.

Presentation on Update to MVC Master Plan

Mr. Bart Doering, director, construction, facilities planning and development, introduced Gin Yang-Staehlin from Facilities Planning and Consulting Services, who presented the committee with an update on the revised State Capital Outlay Program and the District's capital outlay projects which are currently in the State queue awaiting funding. Discussion followed.

Presentation on State Capital Outlay Program by Facilities Planning and Consulting Services

The committee adjourned the meeting at 7:09 p.m.

Adjourned

The Resources Committee Chair Mark Takano convened the meeting at 7:10 p.m. Committee members in attendance: Dr. James Buysse, Vice Chancellor, Administration and Finance; Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. Francisco Ramos (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Nancy Melendez.

RESOURCES COMMITTEE

Dr. Buysse presented the committee with the Tentative Budget for 2012-2013 that will be presented to the Board for approval at the June 19 regular Board meeting. Discussion followed.

Tentative Budget for 2012-2013 and Notice of Public Hearing on the 2012-2013 Budget

Mr. Steve Gilson, interim associate vice chancellor, information services, provided the committee with an update on the progress of projects related to the information technology plan. Discussion followed.

Progress Report on Implementation of Information Technology Audit Core Network Projects

Mr. Bart Doering, Director, Construction, Facilities Planning and Development, led the discussion of the amendment with Rudolph Sletten, Inc. in the amount of \$113,222 for the project at Moreno Valley College that will be presented for Board approval on June 19, 2012. Discussion followed.

Construction Management Amendment No. 1 for Moreno Valley Dental Education Center with Rudolph Sletten, Inc.

Dr. Azari, Dr. Wolde-Ab Isaac, Mr. John Byun, and Mr. Aaron Brown led the committee review of the project and budget in the amount of \$41,138,000 for the rescoped Henry W. Coil, Sr. and Alice Edna Coil School for the Art that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Project Scope and Tentative Budget for Rescoped Henry W. Coil, Sr. and Alice Edna Coil School for the Arts

Dr. Gray led the committee review of the refined project scope and tentative budget in the amount of \$33,350,761 for the Culinary Arts Academy and District Office project that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Refined Scope and Tentative Budget for Culinary Arts Academy and District Offices

The committee adjourned the meeting at 9:03 p.m.

Adjourned

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 9:04 p.m. Committee members in attendance: Academic Senate Representative: Mr. Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. George Escutia (Norco College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Mr. Norm Godin.

## FACILITIES COMMITTEE

Mr. Doering led the committee review of the agreements with Tilden-Coil Constructors, Inc. and LPA for construction management and architect services for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts project that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Construction Management and Architect Services Agreements for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts with Tilden-Coil Constructors

Ms. Pat Padilla, President, Padilla and Associates, presented the committee with the annual status update of the Project Labor Agreement Report covering the period of July 1, 2010 to April 30, 2012. Discussion followed.

Presentation on Status Update of Project Labor Agreement by Padilla and Associates

Dr. Gray reviewed with the committee the updated Project Savings Reconciliation Report and adjusted budget for various Measure C funded projects that will be presented to the Board of Trustees for approval on June 19, 2012. Discussion followed.

Project Savings Reconciliation to Adjust Project Budgets for Measure C Funds

Mr. Doering led the committee review of the project budget and architect agreements with Higginson + Cartozian Architects, Inc. for the Student Services Building – Small Projects at Riverside City College that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Project Budget Approval and Architect Agreements for Student Services Building – Small Projects with Higginson + Cartozian Architects, Inc.

Mr. Doering led the discussion on an amendment with LPA to provide design services for the Citrus Belt Savings and Loan Gallery project that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Design Amendment No. 3 for Citrus Belt Savings and Loan Building with LPA

Mr. Doering led the committee review of the change order with FM & Sons, Inc. for the Moreno Valley Dental Education Center project that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Change Order No. 1 for Moreno Valley Dental Education Center with FM & Sons, Inc.

Mr. Doering led the committee review of the change order with Inland Building Construction Company, Inc. for DSA required changes and emergency repairs for the Wheelock Gymnasium, Seismic Retrofit project that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Change Order No. 7 for Wheelock Gymnasium, Seismic Retrofit with Inland Building Construction Company

Mr. Doering led the discussion of the change orders with Southern California West Coast Electric and J.M. Farnan for the Culinary Arts Academy and District Office that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Change Orders 1 & 2 for Culinary Arts Academy and District Office with Southern California West Coast Electric and J.M. Farnan

The committee adjourned the meeting at 9:40 p.m.

Adjourned

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 9:41 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Academic Affairs; Academic Senate Representatives: Dr. Travis Gibbs and Sal Soto (Moreno Valley College) and Dr. Sharon Crasnow (Norco College); ASRCCD Representative: Mr. Nick Bygon; Confidential Representative: Ms. Debra Creswell; and Management Representative: Dr. Diane Dieckmeyer.

TEACHING AND LEARNING COMMITTEE

Dr. Maghroori presented the proposed curricular changes for inclusion in the catalog and schedule of class offerings that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

[Proposed Curricular Changes](#)

Dr. Azari introduced Mr. Ron Vito, Vice President, Career and Technical Programs, who led the discussion on the revised mission statement for Riverside City College that will be presented to the Board for approval at the June 19 regular Board meeting. Discussion followed.

[Revised Mission Statement for Riverside City College](#)

Dr. Maghroori, Dr. Azari, and Dr. Wolde-Ab Isaac presented the committee with data on the Substantive Change Proposal on Distance Education courses that constitute 50% or more of a program, degree, or certificate, including general education requirements. Discussion followed.

[Riverside City College Substantive Change Proposal on Distance Education](#)

The committee adjourned the meeting at 9:50 p.m.

Adjourned

President Green announced that the Closed Session Agenda AMEND AGENDA  
Item No. VI.A. “Pursuant to Government Code Section  
54957, Public Employee Performance Evaluation: Title:  
Chancellor” and Item No. VI.B. “Pursuant to Government  
Code Section 54957.6, Conference with Labor Negotiator,  
District Representative: Brad Neufeld, Unrepresented  
Employee: Chancellor” would be continued to the June 19  
regular Board meeting.

The Board adjourned the meeting at 9:52 p.m.

ADJOURNMENT



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[Agenda Item](#)

## Agenda Item (II-B)

Meeting	8/21/2012 - Regular
Agenda Item	Approval of Minutes (II-B)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of June 19, 2012
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes

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### Background Narrative:

Recommend approving the June 19, 2012, Board of Trustees Regular/Committee meeting minutes as prepared.

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

### Attachments:

[061912\\_Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF JUNE 19 2012

President Green called the regular meeting of the Board of Trustees to order at 6:00 p.m., in the O.W. Noble Administrative Center, Board Room AD 122, Riverside City College, 4800 Magnolia Avenue, Riverside, California 92506

CALL TO ORDER

Trustees Present

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

Staff Present

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

Student Aaron Trimble led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Green/Blumenthal moved that the Board of Trustees amend the agenda to consider Items XIII-A, “Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: Title: Chancellor” and XIII-B, “Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator, District Representative Brad Neufeld, Unrepresented Employee: Chancellor” be heard after Public Comments, and that Items 1 through 4 under “Resources” be considered prior to Facilities Items 1 through 7. Motion carried. (5 ayes)

AMEND AGENDA

PUBLIC COMMENTS

RCC student and former student trustee Mr. Alexis Amor;

Associate Professor Kevin Mayse; Mr. Kris Parish, Norco resident and Band Director, Corona-Norco Unified School District; Mr. Tim Lutz, Performing Arts Chair, Arlington High School; Mr. Charles Gray, Band Director, King High School all spoke in favor and support of the Coil School for the Arts and the future development of a concert hall.

Dr. Mark Sellick, RCCD/CTA Grievance Committee, indicated that three faculty members had become sick due to the ventilation in the new Math/Sciences building, and stated there had been a lot of back-and-forth discussions between RCC and the District. He requested that a more immediate way of addressing these types of problems be created. Further, he stated it took two weeks to obtain information he requested under the California Public Records Act and felt that was too long. He asked if the two Interim Director, Construction, positions on the agenda will be located at the District or at college sites.

Ms. Collette Lee, Raincross Group, stated the group supports the Coil School for the Arts for downtown Riverside and the original vision that taxpayers voted for when they passed Measure C.

Ms. Cindy Roth, Riverside Greater Chamber of Commerce, stated the chamber supports the Coil School for the Arts for downtown Riverside emphasizing the project has been a long time coming and recommends moving forward with the project and the refocus.

Trustee Green read comments emailed from Mr. Tom Hunt Board Member, Riverside Unified School District (RUSD), received on June 19, 2012, regarding the Coil School for the Arts. Comments included information that RUSD's Measure B funds could be used only for RUSD projects.

Trustee Green read a letter dated June 6, 2012, and signed by RUSD Board Members, stating their board believes in the concept of a Riverside school for the arts that involves collaboration with K-12 schools and local universities. The letter noted that RUSD would be interested in meeting to discuss.

Trustee Green amended the agenda so that the RCC Chamber Singers and the RCC Field and Track presentations could be given prior to Closed Session.

AMEND AGENDA

Presentation

The RCC Chamber Singers performed "Didn't my Lord Deliver Daniel" under the direction of Associate Professor John Byun, Music Department. He noted that chamber

Riverside City College Chamber Singers Performance



singers performed at the American Choral Director's association 2011 National conference in Chicago, Illinois, and were the first community college to be selected to perform at the National Collegiate Choral Organization Conference at Colorado State University in Fort Collins, Colorado.

Under RCC Head Coach Jim McCarron, the men's track and field team captured their 4th state championship in five years. They scored the most points in the history of the southern California championships, and had at least one student-athlete in all 21 track and field events. Several of the student athletes spoke about scholarships they had received and the universities where they would be transferring.

Riverside City College Men's Track and Field 2012

The Board of Trustees adjourned to closed session at 7:10 p.m., to consider Closed Session Items: XIII-A "Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: Title: Chancellor" and XIII-B "Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator, District Representative: Brad Neufeld, Unrepresented Employee: Chancellor." The Board reconvened to open session at 7:40 p.m., and reported that no action had been taken on either item.

ADJOURN TO CLOSED SESSION/RECONVENE

Figuroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees of the Regular/Committee Meeting of May 1, 2012. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF MAY 1, 2012

Figuroa/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of May 15, 2012. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF MAY 15, 2012

Figuroa/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of May 22, 2012. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF MAY 22, 2012

Figuroa/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of May 29, 2012. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF MAY 29, 2012

CHANCELLOR'S REPORTS

Chancellor Gray presented Student Trustee Nick Bygon with a scholarship check in recognition of his service on the Board of Trustees during 2011-12, and gave the oath of office to the newly-elected Student Trustee Noemi Jubaer.

Presentations

Dr. Gaylor gave an overview of the department classes taught by highly trained faculty who seek to facilitate cultural awareness and prepare students to be confident, successful members of our modern, diverse society.

Five to Thrive – Faculty Presentation by Dr. Dorothy Gaylor, World Languages

Blumenthal/Figueroa moved that the Board of Trustees accept refinements to the By-District Trustee Election Areas to comply with the registrar of Voters requirements. Motion carried. (5 ayes)

Accept Refinement to By-District Trustee Election Areas

Figueroa/Blumenthal moved that the Board of Trustees adopt Resolution No. 43-11/12, Order of election of Riverside Community College District, Riverside, California, ordering consolidated governing board member biennial election, specifications of the election order, and request for consolidation for the November 6, 2012 election; and send Order of Election to the Registrar of Voters and County Superintendent of Schools. Motion carried. (5 ayes)

Resolution No. 43-11/12 Order of Election, Ordering of Consolidated Governing Board Member Biennial Election

Chancellor Gray thanked Dr. DiThomas, Interim President, Norco College, for her outstanding leadership at Norco College and noted her success in making the college thrive. Dr. Harris, Acting President, Moreno Valley College, was thanked for serving as Acting President at both RCC and Moreno Valley Colleges, and noted his accomplishments in RCC's accreditation and providing stability at Moreno Valley College.

Recognition of Service of Dr. Tom Harris and Dr. Debbie DiThomas

Figueroa/Blumenthal moved that the Board of Trustees tentatively accept the statement for the Coil School of Arts as a working document, and, Trustees Blumenthal and Figueroa to meet and make revisions to the statement and bring the item before the Board of Trustees for future consideration. Motion carried. (5 ayes)

Presentation of Vision and Mission Statement for Coil School for the Arts

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

Annual Master Planning Calendar

Student Mr. Kushang Patel gave the report for Moreno Valley College and student Mr. Doug Figueroa gave the report for Riverside City College. Mr. Nick Bygon gave the RCCD report.

## STUDENT REPORT

CONSENT ITEMS

Figueroa/Blumenthal moved that the Board of Trustees:

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

Action

Academic Personnel

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

Classified Personnel

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

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$13,183,826 and District Warrant Claims totaling \$7,286,206;

Purchase Order and Warrant Report – All District Resources

Approve adding the revenue and expenditures of \$300,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution No. 48-11/12 – 2011-2012 TriTech SBDC Program

Approve adding the revenue and expenditures of \$262,321 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution;

Resolution No. 47-11/12 – 2011-2012 Upward Bound TRIO-AUSD Grant – Norco College

Approve ratifying contracts totaling \$352,080;

Contracts and Agreements Report (Less than \$81,000) – All District Funds

Approve Amendment No. 4 in the amount of \$109,000 with Facilities Planning and Consulting Services;

Amendment No. 4 for Professional Services with Facilities Planning and Consulting Services

Approve the agreement with Professional Personnel Leasing, Inc., for \$122,650, using Measure C Funds, to provide consulting services to assist the District with coordination of construction efforts at Moreno Valley College and Norco College and to further provide oversight in assisting the District with energy management services;

Agreement with Professional Personnel Leasing, Inc.

Approve extending the current Independent

Contract Extension for

Living Program Contract with Riverside County Department of Public Social Services and authorize the Vice Chancellor, Administration and Finance to sign the amendment;

Independent Living Program

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;

Surplus Property

Trustee Green pulled the Notice of Completion for ISEC, Inc., Wheelock Gym Seismic Retrofit – Specialties Finishes: DSA 04-110664 from inclusion with the other notices recommended for approval.

Notices of Completion

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

Approve Resolution No. 44-11/12 authorizing temporary and periodic loans in FY 2012-2013 from Fund 11, Resource 1000 (Unrestricted General Operating) to Fund 33, Resource 3300 (Child Care) in an amount not to exceed \$100,000 as needed to mitigate cash shortages arising from the timing of cash receipts and cash disbursements, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to Fund 11, Resource 1000 from the subsequent cash receipts received in the Child Care Fund;

Resolution No. 44-11/12 –  
Temporary Loans – Potential  
Child Care Fund Cash Shortage

Approve Resolution No. 45-11/12 authorizing temporary and periodic loans in FY 2012-2013 from Fund 11, Resource 1000 (Unrestricted General Operating) to Fund 32, Resource 3200 (Food Service) in an amount not to exceed \$100,000 as needed to mitigate cash shortages arising from the timing of cash receipts and cash disbursements, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer to Fund 11, Resource 1000 from the subsequent cash receipts received in the Food Service Fund;

Resolution No. 45-11/12 –  
Temporary Loans – Potential  
Food Service Fund Cash  
Shortage

Approve Resolution No. 46-11/12 authorizing temporary and periodic loans for FY 2012-2013 from Fund 41 (Resource 4130 - La Sierra Capital) in an amount not to exceed \$4,000,000 and an amount not to exceed \$6,000,000 from Fund 61 (Resources 6100 and 6110 - Self-Insurance Funds) to cover cash deficits in the Unrestricted and Restricted Operating Funds (Funds 11 and 12) as needed to mitigate cash shortages arising from apportionment deferrals, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to Fund 41 (Resource 4130 - La Sierra Capital) and Fund 61 (Resources 6100 and 6110 - Self-Insurance Funds) from the District's future apportionment allocations;

Resolution No. 46-11/12 –  
Temporary Loans – Potential  
General Fund Cash Shortage  
Arising from State  
Apportionment Deferrals

Authorize the following District administrator to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, purchase orders, and grant documents

Signature Authorization

Approve the out-of-state travel.

Out-of-State Travel

Motion carried. (5 ayes)

Information

Separations

According to Board Policy 7350, the Chancellor has approved the following resignations: Associate Professor Douglas Bowen, effective June 8, 2012, for retirement; Associate Professor Dina Humble, Music, effective June 29, 2012, for personal reasons; Mr. Louis Marquez, Maintenance Mechanic/Painter, effective June 30, 2012, for retirement; Ms. Aya Saito, International Students and Programs Specialist, effective June 21, 2012, for personal reasons; Ms. Vickie Vega, Administrative Assistant IV, effective June 30, 2012, for personal reasons.

## BOARD COMMITTEE REPORTS

Teaching and Learning

Davis/Blumenthal moved that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and the schedule of class offerings. Motion carried. (5 ayes)

Proposed Curricular \Changes

Davis/Figueroa moved that the Board of Trustees approve the revised mission statement for Riverside City College. Motion carried. (5 ayes)

Revised Mission Statement  
Riverside City College

Davis/Figueroa moved that the Board of Trustees approve Riverside City College's Substantive Change Report on Distance Education. Motion carried. (5 ayes).

Riverside City College  
Substantive Change Report on  
Distance Education

#### Resources

Takano/Figueroa moved that the Board of Trustees approve the 2012-2013 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools. It is also recommended that the Board of Trustees announce that: 1) the proposed 2012-2013 Budget will be available for public inspection beginning September 13, 2012, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 18, 2012, to be followed by the adoption of the 2012-2013 Final Budget. It is further recommended that the Board authorize the Chancellor to sign a notice relative to these dates. Motion carried. (5 ayes)

Tentative Budget for 2012-2013  
and Notice of Public Hearing on  
Final Budget

Takano/Figueroa moved that the Board of Trustees approve Construction Management Amendment No. 1 with Rudolph and Sletten, Inc., in the amount of \$113,222. Motion carried. (5 ayes)

Construction Management  
Amendment No. 1 for Moreno  
Valley Dental Education

Takano/Figueroa moved that the Board of Trustees approve delaying making a final recommendation on this item until either the August or September Board meeting. Motion failed: 2 ayes [Figueroa, Takano]; 3 noes:[Blumenthal, Davis, Green]

Project Scope and Tentative  
Budget for Rescoped Henry W.  
Coil, Sr. And Alice Edna Coil  
School for the Arts

Blumenthal/Davis moved that the Board of Trustees approve the rescoped project and tentative budget in the amount of \$41,138,000 for the Henry W. Coil, Sr. and Alice Edna Coil School for the Arts. Motion carried. (3 ayes [Blumenthal, Davis, Green], 1 no [Figueroa], 1 present [Takano])

The Board recessed at 10:10 p.m. and reconvened at 10:30 p.m.

#### RECESS/RECONVENE

Blumenthal/Davis moved that the Board of Trustees approve the refined project scope and tentative

Refined Project Scope and  
Tentative Budget for Culinary

budget in the amount of \$33,350,761 for the Culinary Arts Academy and District Offices. Motion failed. (2 ayes [Blumenthal, Green]; 2 noes [Davis, Figueroa]; present 1 [Takano])  
Blumenthal/Davis moved that the Board of Trustees consider this item at the August 21, 2012 Board of Trustees meeting and that part of this motion include that a legal opinion be rendered as to whether or not Measure C funds can be used for District Offices. Further, if the legal opinion is available prior to the August meeting, a special meeting could be called prior to the August meeting. Motion carried. (5 ayes)

Arts Academy and District Offices

#### Facilities

Blumenthal/Davis moved that the Board of Trustees approve the adjusted budgets for the project identified within the Project Savings Reconciliation Report and return the project savings totaling \$5,697,697 to their originating Measure C fund accounts. Motion carried. (5 ayes)

Project Savings Reconciliation to Adjust Project Budgets for Measure C Funds

Blumenthal/Davis moved that the Board of Trustees approve a budget in the total amount of \$4,269,125 from the Student Services Building project budget for the small projects including the Food Services “grab-n-go” facility, and Lovekin Parking/Tennis projects; the architect agreements with Higginson + Cartozian Architects, Inc., in the amounts of \$94,550 and \$204,000 respectively, for these small ancillary projects. Motion carried. (5 ayes)

Project Budget Approval and Architect Agreement for Student Services Building – Small Projects with Higginson + Cartozian Architects, Inc.

Blumenthal/Davis moved that the Board of Trustees approve Design Amendment No. 3 with LPA in the amount of \$17,420. Motion carried. (5 ayes)

Design Amendment No. 3 for Citrus Belt Savings and Loan Building with LPA

Blumenthal/Davis moved that the Board of Trustees approve Change Order No. 1 with FM & Sons, Inc., in the amount totaling \$39,400, the change order in excess of ten percent by a total of \$27,190. Motion carried. (5 ayes)

Change Order No. 1 for Moreno Valley Dental Education Center with FM & Sons, Inc.

Blumenthal/Davis moved that the Board of Trustees approve project Change Order No. 7 with Inland Building Construction Company in the amount totaling \$25,892.17, and approve the change order in excess of ten percent by a total of \$1,060,173.91. Motion carried. (5 ayes)

Change Order No. 7 for Wheelock Gymnasium, Seismic Retrofit with Inland Building Construction Company

Blumenthal/Figueroa moved that the Board of Trustees approve project Change Orders No. 1 and 2

Change Orders 1 & 2 for Culinary Arts academy and

with Southern California West Coast Electric in the amount totaling \$20,811; approve the change order in excess of ten percent by a total of \$3,446.30; approve project Change Order No. 2 with J.M. Farnan in the amount totaling \$50,701, and approve the change order in excess of ten percent by a total of \$41,733. Motion carried. (5 ayes)

District Office with Southern California West Coast Electric and J.M. Farnan

Blumenthal/Davis moved that the Board of Trustees approve using Construction Management Multiple Prime contracting for the project; approve the construction management agreement with Tilden-Coil Constructors, Inc. in an amount not to exceed \$4,216,062; and approve the architect services agreement with LPA in an amount not to exceed \$2,131,599. Motion carried. (5 ayes)

Construction Management and Architect Services Agreements for the Henry W. Coil, Sr., and Alice Edna Coil School for the Arts with Tilden-Coil Constructors and LPA

#### ADMINISTRATIVE REPORTS

Figueroa/Blumenthal moved that the Board of Trustees approve the fiscal year 2012-2013 holiday schedule for classified, confidential, and management employees. Motion carried. (5 ayes)

Holiday Schedule for Fiscal Year 2012-2013

Blumenthal/Figueroa moved that the Board of Trustees approve the 2012-2013 Norco College catalog as submitted. Motion carried. (5 ayes)

2012-2013 Norco College Catalog

Figueroa/Blumenthal moved that the Board of Trustees approve the 2012-2013 Moreno Valley College catalog as submitted. Motion carried. (5 ayes)

2012-2013 Moreno Valley College

Figueroa/Blumenthal moved that the Board of Trustees approve the 2012-2013 Riverside City College catalog as submitted. Motion carried. (5 ayes)

2012-2013 Riverside City College

The Board of Trustees reviewed the Letter of Intent for the Norco Trading Post.

Letter of Intent – Norco Trading Post

#### ACADEMIC SENATE REPORTS

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

Moreno Valley College and Riverside Community College District

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

Norco College

Mr. Lee Nelson presented the report on behalf of Riverside

Riverside City College



City College.

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

Trustee Green pulled Item XII-B, "Modification to 2012 Board Committee Liaison Appointments" from the agenda.

Figueroa/Davis moved that the Board of Trustees review and accept the objectives for the next 12-month Board Self Evaluation period, as a means of reporting out from the 2011-12 Board Self-Evaluation process. Motion carried. (5 ayes)

The Board of Trustees convened to closed session at 11:30 p.m. and reconvened to open session at 11:45 p.m., and reported the following actions:

The Board of Trustees unanimously approved the settlement for claims with Pro-Craft Constructions in the amount of \$100,000 by a 5-0 vote.

The Board of Trustees unanimously approved the settlement for claims with Adams & Smith in the amount of \$320,000 by a 5-0 vote.

The Board adjourned the meeting at 11:47 p.m.

## BARGAINING UNIT REPORTS

CSEA – Classified Staff  
Employees Association

## BUSINESS FROM BOARD MEMBERS

Modification to 2012 Board  
Committee Liaison  
Appointments

Board of Trustees Annual Self  
Evaluation: Reporting Out

## CLOSED SESSION/RECONVENE

Conference with Legal Counsel  
– Pending Litigation (CA  
Government Code 54956.9) –  
Approval of Settlement for  
Claims of Pro-Craft  
Construction

Conference with Legal Counsel  
– Pending Litigation (CA  
Government Code 54956.9) –  
Approval of Settlement for  
Claims of Adams & Smith

## ADJOURNED



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## Agenda Item (II-C)

Meeting	8/21/2012 - Regular
Agenda Item	Approval of Minutes (II-C)
Subject	Minutes of the Board of Trustees Special Meeting of June 26, 2012
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees review and approve the minutes.

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### Background Narrative:

Recommend approving the June 26, 2012 Board of Trustees Special meeting minutes as prepared.

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

### Attachments:

[062612\\_MIN](#)

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF JUNE 26, 2012

President Green called the special meeting of the Board of Trustees to order at 6:00 p.m., in Board Room AD122, O. W. Noble Administrative Center, Riverside City College, 4800 Magnolia Avenue, Riverside, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Vice President  
Samuel Davis, Secretary  
Janet Green, President

Trustees Absent

Mary Figueroa  
Mark Takano  
Noemi Jubaer, Student Trustee

Staff Present

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

Dr. Debbie DiThomas led the Pledge of Allegiance.

PLEGE OF ALLEGIANCE

A letter from Trustee Mary Figueroa dated June 26 2012, requested that her statements be entered into the official record. A copy of the letter is attached hereto as Appendix "1".

PUBLIC COMMENTS

BOARD COMMITTEE REPORTS

Resources

Blumenthal/Davis moved that the Board of Trustees approve the refined project scope and tentative budget in the amount of \$33,350,761 for the Culinary Arts Academy and District Offices. Motion carried (3 ayes; 2 absent [Figueroa/Takano])

Refined Project Scope and  
Tentative Budget for  
Culinary Arts Academy and  
District Offices

The Board adjourned the meeting at 6:15 p.m.

ADJOURNMENT

June 26, 2012

To: RCCD Board of Trustees

From: Mary Figueroa, Member RCCD Board of Trustees

RE: Special Meeting of the Board of Trustees – June 26<sup>th</sup>, 2012

I regret that I cannot be in attendance at tonight's board meeting. Having been on the board of trustees for over 17 years now, I can count on one hand the number of times that I have missed a board meeting. With the cooperation in scheduling meetings to accommodate everyone's schedules, we normally can achieve full participation, but that will not be the case tonight.

I was notified on Friday, June 22<sup>nd</sup> at 5:04pm of the scheduled meeting for this Tuesday. While I can and do change and alter my schedule to accommodate such needs, the late notification of this meeting negated my ability to change or alter my scheduled commitment. Therefore, I am unable to be in attendance at the meeting with you tonight.

However, I do want my statement entered into the record.

I would like to thank the staff for accommodating the request from the Board's June 19<sup>th</sup> meeting, in seeking clarification of the use of Measure C funds for the District Office Building, also known as the Culinary Arts Academy and District Offices. I am in receipt of the letter from our legal counsel David G. Casnocha of the law firm, Stradling Yocca Carlson & Rauth located in San Francisco, CA. Having met Mr. Casnocha personally on several occasions, I find it reassuring to know that he has reviewed the question and has provided his legal opinion. That being the case I thank the staff for following through with the inquiry and responding in a timely manner.

It was not the intent of this board member to cause any problems or concerns with the building, but I am sure each and every board member can or should identify with the need to ask the appropriate questions in regards to fiscal matters; that being the primary reason that we are elected to our post for the community. To represent well, the voting public that gave

us the trust and authority to spend their hard earned money to the benefit of the educational goals of our community. While the public does not always have the time to research these issues that come before us, we as elected officials have accepted that responsibility to ensure that we have asked the appropriate questions, that we have turned over each and every concern to find the applicable response that will carry the efficient use of funds entrusted to us on behalf of the district.

Now that the question has been asked, now that the question has been professionally answered, we can move forward with the intent of the district to meet those educational needs.

I want to also state that my concern was more centered on the use of Measure C money for the purpose of district administrative needs not on a "legal" standing, but more on an unwritten, commitment made to the community by the previous board. But only Trustee Takano and I were on that board and therefore only the two of us can recall the discussions that took place as we prepared to move forward with a Measure C commitment. I also acknowledge that commitments can change with the changing of the Board membership. As is the case at this time, the use of Measure C funding is moving toward approval of such an expense.

Again, I thank staff for the prompt response to the question asked on June 19<sup>th</sup> and am truly saddened that I could not be in attendance with you tonight. I anticipate that future meetings when called will continue the past practice of polling the full board for availability, thereby ensuring that all of the elected members of the board are given the opportunity to participate in the discussion together. I will miss spending my time with you tonight.

Sincerely,

*Mary Figueroa*

Mary Figueroa  
Riverside Community College District  
Board of Trustee



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## Agenda Item (IV-A)

Meeting 8/21/2012 - Regular  
Agenda Item Chancellor's Reports (IV-A)  
Subject Chancellor's Communications  
College/District District  
Information Only

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### **Background Narrative:**

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

Prepared By: Greg Gray, Chancellor

### **Attachments:**



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## Agenda Item (IV-B)

Meeting 8/21/2012 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Five to Thrive Presentation - Faculty Presentation led by Dr. Sheila Pisa, Associate Professor, Math Department

College/District District

Information Only

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### Background Narrative:

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

This month's presentation will be led by Ms. Sheila Pisa, Associate Professor, Mathematics.

Prepared By: Greg Gray, Chancellor  
Chris Carlson, Chief of Staff

### Attachments:

[Math 37 Algebra for Statistics\\_082112](#)

# Math 37, Algebra for Statistics

Moreno Valley College

Team-Taught

by

Kari Richards-Dinger and Sheila Pisa

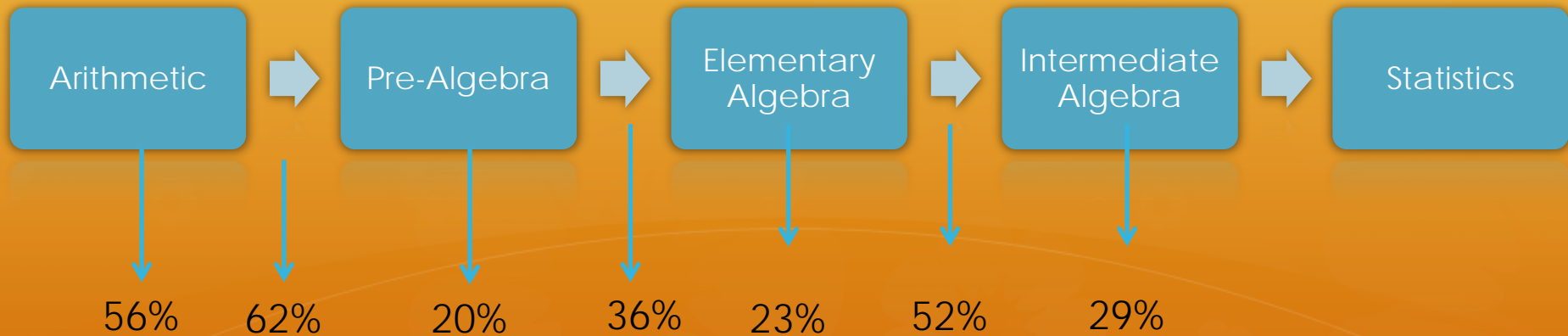
Part of the California Acceleration Project



# What Is Acceleration?

An attempt to get students through the academic pipeline to a transferable math and/or English course.

# From Arithmetic to Statistics – the leaky pipeline



**Only about 2% of students placing at the lowest math level ever reach transfer level.** (RCCD data from Fall '06 to Spring '10,

compiled by Daniel Martinez)

# Instructor Training

## Community of Practice in Accelerated Curriculum & Pedagogy 2011

### 19 Participating Colleges

English	Math
Butte College	Berkeley City College
Chabot College	City College of San Francisco
Fullerton College	College of the Canyons
Gavilan College	Cuyamaca College
Imperial Valley College	Diablo Valley College
LA Trade Tech	Los Medanos College
Pasadena City College	Moreno Valley College
San Diego Mesa College	Riverside City College
Santa Monica College	
Solano College	
Yuba College	

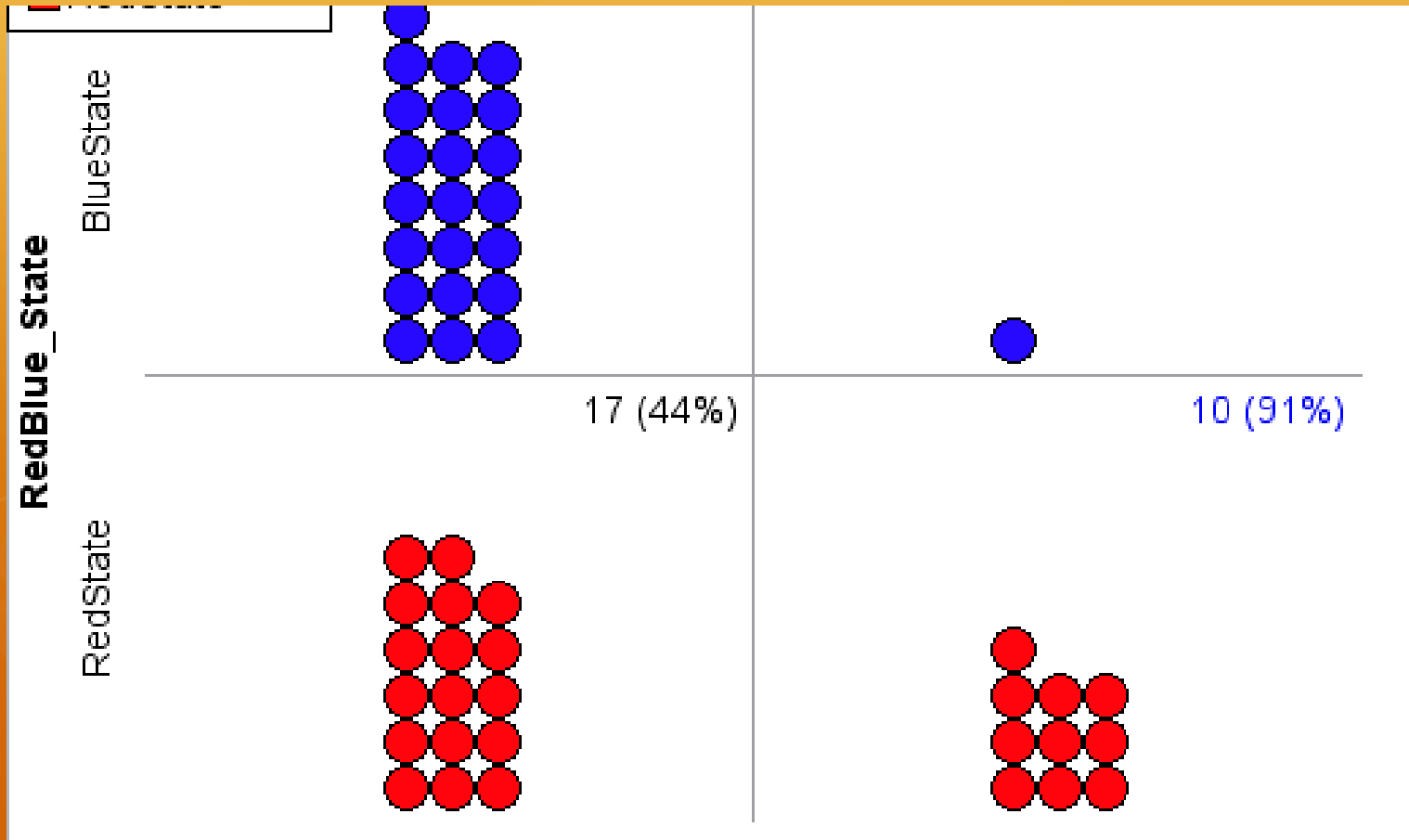
# Attending to the Affective Domain

- ✿ Social approach that emphasizes metacognitive reflection and a "Growth Mindset" (Dweck)

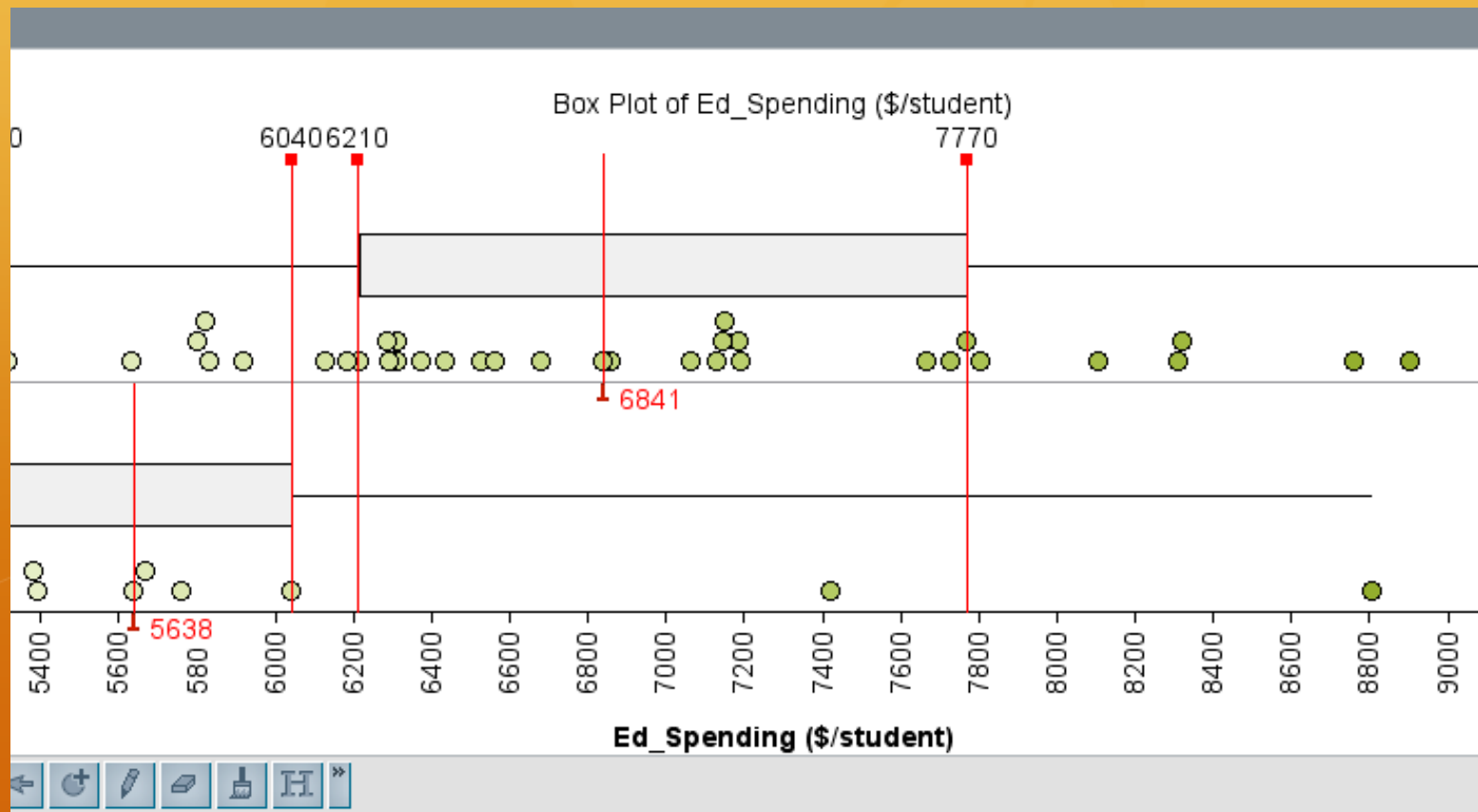
# Using TinkerPlots for Data Analysis

- ✿ Research driven approach
- ✿ Facilitated development of statistical reasoning for students with no data handling experience
- ✿ “Shifted from following procedures... to using TinkerPlots creatively”
  - ✿ Fitzallen and Watson, 2010

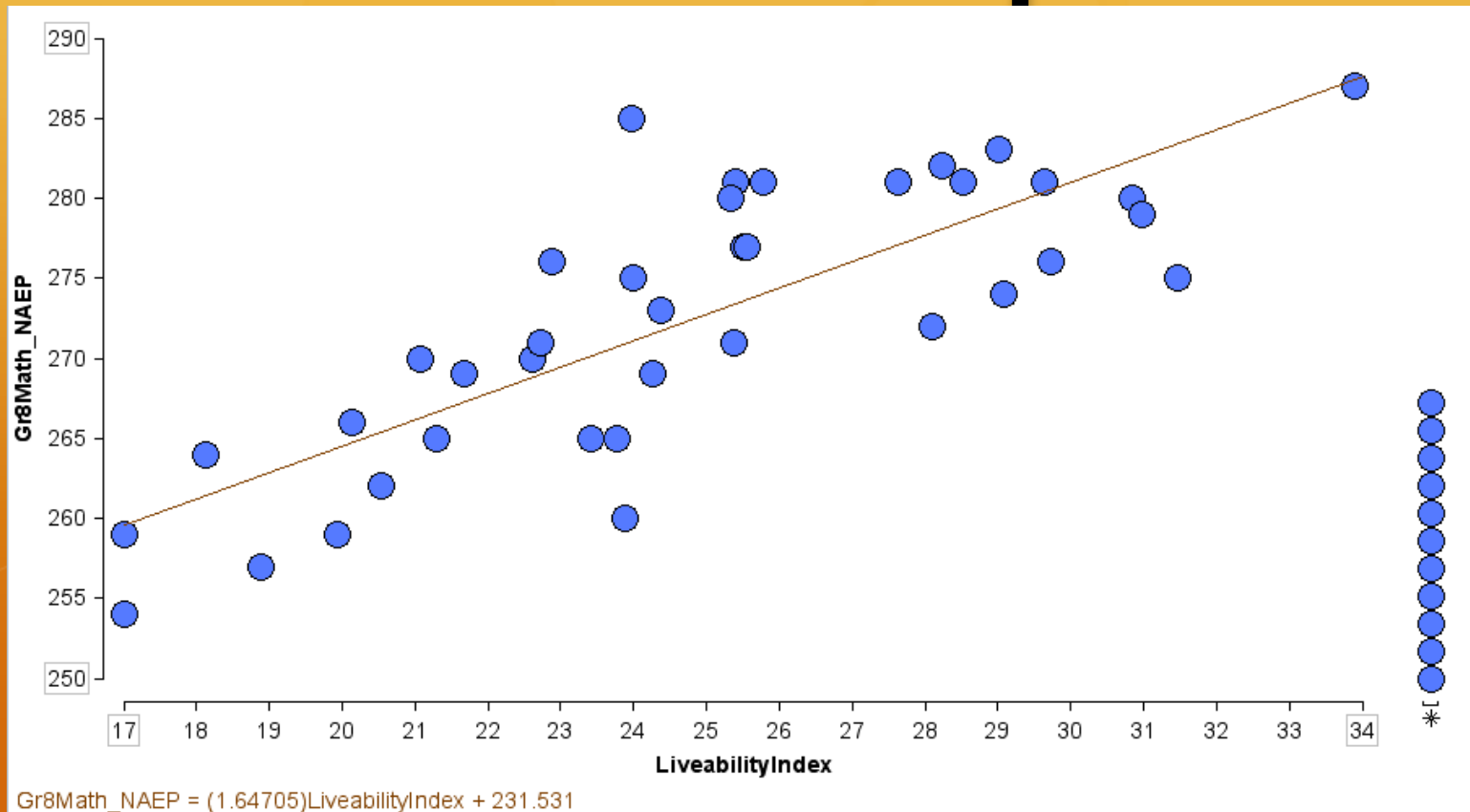
# Contingency Tables



# Boxplots to Examine Average Ranges



# Explore Linear Relationships





# Speed Dating



# How did they do?

## Math 37 Students, Spring 2012

- ❁ 80% of students were retained to Finals
- ❁ 69% of the students taking the final are now eligible to take Statistics

# What are the Take-Aways?

- **Statistically**
  - For people who are not used to looking at data, it presents the opportunity to experience that a single statistic doesn't always tell the whole story , but lots of data may point to trends.
- **Instructionally**
  - Students learn well and are more engaged by interacting with their peers in structured ways.
- **Institutionally**
  - Course structures that eliminate exit and entry points in sequences result in more students reaching transfer level.



## Agenda Item (IV-C)

Meeting	8/21/2012 - Regular
Agenda Item	Chancellor's Reports (IV-C)
Subject	Resolution Number 03-12/13, Support of Proposition 30 - School and Local Public Safety Protection Act
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees Adopt Resolution Number 03-12/13 in Support of Proposition 30.

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### Background Narrative:

The November 2012 ballot includes Proposition 30, Schools and Local Public Safety Protection Act. Proposition 30 is tied to the state budget and further budget reductions to community colleges, if not passed. Resolution Number 03-12/13 has been prepared for the Board's consideration. It is tailored from the League's sample resolution, but includes specific impacts to our District.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Resolution Number 03 12 13](#)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION OF SUPPORT OF PROPOSITION 30 – SCHOOLS  
AND LOCAL PUBLIC SAFETY PROTECTION ACT**

**RESOLUTION NO. 03-12/13**

WHEREAS, community colleges have taken extensive cuts to funding over recent years, while trying to educate the largest high school graduating classes in California history and need funding to provide the programs and services necessary to increase the number of successful degree and certificate holders;

WHEREAS, community colleges have been forced to turn away as many as 130,000 potential students in a single year due to the need to reduce course sections, generally from 5 to 15 percent annually per district;

WHEREAS, Riverside Community College District has reduced course sections offered by 11 percent, and experienced a reduction in student headcount by 10 percent, the equivalent of 5,000 full-time students due to reduction of state funds to the district;

WHEREAS, community colleges have carried an estimated 252,000 students over the last five years (2007-08 to 2011-12) for whom they have not received any apportionment, categorical, or student support funding;

WHEREAS, community colleges operated with \$809 million (12%) less in unrestricted apportionment funding 2011-12 than in 2008-09, including cuts to both apportionment and categorical funding, with Riverside Community College District's proportional share estimated to be \$7 million;

WHEREAS, per-student funding in community colleges has been reduced from \$5,659 in 2007-08 to \$5,115 in 2011-12, a loss of 9.6% over this five-year period, while the unfunded cost-of-living (2008-09 to 2012-13) has increased by a compounded 16.3%;

WHEREAS, the Legislature has increased fees from \$600 annually in 2008-09 to \$1,380 for the 2012-13 school year, while the majority of community college students have incomes so low that they are eligible for the Board of Governors' (BOG) Fee Waiver;

WHEREAS, California community colleges are essential for providing higher education opportunity for over two million Californians annually;

WHEREAS, California community colleges are essential for providing students with the skills to be economically success in the California economy;

WHEREAS, Proposition 30 would temporarily increase the state sales tax by 0.25% and the marginal personal income tax rate for individuals earning over \$250,000 and households earning over \$500,000 and dedicate the funds to K-12 schools and community colleges;

WHEREAS, Proposition 30 will avoid the elimination of funding for an additional 85,000 students by providing \$548.5 million in 2012-13;

WHEREAS, Proposition 30 will enable California's community colleges to restore essential student service programs that were cut by up to 60% over the last three years;

NOW THEREFORE, the Board of Trustees of the Riverside Community College District supports Proposition 30, The School and Local public Safety Protection Act, which has the official title, "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding," on the November 2012 ballot.

PASSED AND ADOPTED this 21st day of August 2012, at the regular meeting of the Riverside Community College District Board of Trustees.

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President of the Board of Trustees  
Riverside Community College District



## Agenda Item (IV-D)

Meeting	8/21/2012 - Regular
Agenda Item	Chancellor's Reports (IV-D)
Subject	Resolution No. 02-12/13 – Resolution Authorizing the Chancellor, or Designee, of the District to Layoff Positions in the Classified Service
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees adopt Resolution No. 02-12/13, authorizing the Chancellor, or designee, of the District to layoff positions in the classified service.

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### Background Narrative:

The layoff of the Administrative Assistant position at PSET/Ben Clark Training Center is the result of the elimination of funds for the FIPSE grant. The layoff of the Administrative Assistant positions in the Health Services Programs is due to lack of work resulting from recommended dental experience requirements for support staff as noted in the Dental Hygiene accreditation report.

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

### Attachments:

[20120821\\_Res No 02 12-13\\_Layoff\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 02-12/13

Resolution of the Board of Trustees of Riverside Community College District Authorizing the Chancellor, or Designee, of the District to Layoff positions in the Classified Service

WHEREAS, funds and/or work load have been eliminated; and

WHEREAS, projected funding levels for categorically/grant funded positions and/or work load have been eliminated or changed, the Governing Board of the Riverside Community College District ("District") hereby finds it necessary and in the best interests of the District to eliminate the classified services as specified below:

**Eliminations:**

<u>Position Title</u>	<u>Department</u>	<u>FTE</u>
<b>Moreno Valley College:</b>		
Administrative Assistant I	PSET/Ben Clark Training Center	0.4875
Administrative Assistant II	Health Services Programs	1.0
Administrative Assistant II	Health Services Programs	0.75

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that, as of the October 12, 2012 the classified positions specified herein shall be discontinued to the extent set forth in accordance with California Education Code §88017;

BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Board of Trustees, Chancellor, or Designee, of the District is authorized and directed to give notice of layoff to all affected employees and to the appropriate exclusive bargaining representative not later than 45 days prior to the effective date of layoff as set forth above.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

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President of the Board of Trustees

ATTEST:

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Secretary, Board of Trustees





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## Agenda Item (IV-E)

Meeting 8/21/2012 - Regular

Agenda Item Chancellor's Reports (IV-E)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

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### Background Narrative:

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

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

### Attachments:

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

**RECOMMENDED 2012-13 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR**

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

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Facilities	E. Resources
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff	Associate Vice Chancellor, Facilities Planning, Design & Construction	Vice Chancellor, Admin. & Finance; Vice Chancellor, Diversity and Human Resources
	<p>✓ <b>Presentation – General Education Student Learning Outcomes (District)</b> (Maghroori/Elton)</p> <p>✓ <b>Open Campus Fact Book Report Info Only</b> (Maghroori/Brady)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>✓ Board report &amp; backup materials attached for review by the Cabinet.</p> <p>■ Board report and/or backup not yet complete – review pending.</p> <p>★ Approved by the Cabinet for placement on the Board agenda.</p> <p><b>ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 08/28/12 &amp; 09/11/12.</b></p> </div>	<p>■ Design Agreement for Science Technology, Engineering, Math Building Renovation with HCA (Parnell/Williams)</p>	<p>■ Retention Reduction and Change Order for Nursing Science Building (Azari/Williams)</p> <p>■ Change Order for Culinary Arts Academy and District Office Building with JM Farnan Co., Inc. (Azari/Williams)</p>	



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[Agenda Item](#)

## Agenda Item (V-A)

Meeting 8/21/2012 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

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### Background Narrative:

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

Prepared By: Greg Gray, Chancellor

### Attachments:



## Agenda Item (VI-A-1)

Meeting 8/21/2012 - Regular

Agenda Item Consent Agenda Action (VI-A-1)

Subject Academic Personnel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve/ratify the academic personnel actions

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### Background Narrative:

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

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

### Attachments:

[20120821\\_Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: August 21, 2012

1. Appointments

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

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

a. Management Contract

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
Johnson, Derrick	Director, Athletics	08/22/12 – 08/21/14	X-3
MORENO VALLEY COLLEGE			
Briggs, Cordell	Interim, Vice President Academic Affairs	08/23/12 - 12/31/12	AB-5

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty  
(None)

d. Extra-Curricular Assignment, Academic Year 2012-13  
Additions to the list submitted/approved by the Board of Trustees on June 19, 2012.

<u>Name</u>	<u>Activity</u>	<u>Effective</u>	<u>Stipend</u>
Barnes, Micheal	Assistant Basketball Coach, Women	12/13 season	\$3,898.00
Wilson, Michael	Assistant Track Coach, Men	12/13 season	\$3,650.00

e. Department Chairs and Stipends Academic Year 2012-13  
Addition/Revisions to the list submitted/approved by the Board of Trustees on June 19, 2012.

RIVERSIDE CITY COLLEGE		
<u>Name</u>	<u>Department</u>	<u>Stipend</u>
Rosario, John	Life Sciences	\$5,332.00
Thompson-Eagle, Elisabeth	Life Sciences	\$.00
White, Virginia	Life Sciences	\$.00

Subject: Academic Personnel

Date: August 21, 2012

2. Change Effective Date of Appointment for a Contract Faculty Member

At the Board meeting of June 19, 2012, the Board of Trustees approved the appointment of faculty member, Gina Harold, Assistant Professor, Nursing, to be effective August 21, 2012. The effective date needs to be changed from August 21, 2012 to August 23, 2012. It is recommended that the Board of Trustees approve this change of the effective date of employment.

3. Request for Unpaid Leave of Absence

Cindy Bendshadler, Associate Professor of English, has requested an unpaid leave of absence for the 2012-13 academic year. This request has the support of the department and the Vice President of Academic Affairs.

It is recommended the Board of Trustees approve an unpaid leave of absence for the 2012-13 academic year for Cindy Bendshadler, Associate Professor of English.

4. Tenured Educational Administrator's Retreat Request

Board Policy 7250 gives a tenured educational administrator the right to make a formal request to the Chancellor for a faculty position. Dr. Lisa Conyers, Vice President Academic Affairs, made a request to return to a tenured faculty position in Spanish at Moreno Valley College. The Chancellor consulted with the Academic Senate President at Moreno Valley College.

It is recommended that the Board of Trustees approve the request and appointment of Dr. Lisa Conyers to the position and rank of Associate Professor, Spanish, Moreno Valley College, beginning with the 2012-2013 academic year, with salary placement at Column H, Step 15 of the Faculty Salary Schedule.

5. Management Professional Leave

Board Policy 7340 gives the Board authority to grant leaves of absence. Dr. Lisa Conyers, Vice President Academic Affairs, has requested a leave from June 25, 2012 to August 22, 2012 for the purposes of academic preparation to return to the classroom in the fall semester of 2012. The request has been reviewed and approved by the Chancellor.

It is recommended that the Board of Trustees approve a management professional leave for Dr. Lisa Conyers from June 25, 2012 through August 22, 2012.

6. Separation(s)

Board Policy 7350 authorizes the Chancellor to officially accept the resignation of an employee and the Chancellor has accepted the resignation(s) of the listed employees. It is recommended the Board of Trustees approve the resignation of the individual(s) listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Vito, Ron	Vice President, Career & Technical Programs	08/02/2012	Personal



## Agenda Item (VI-A-2)

Meeting 8/21/2012 - Regular

Agenda Item Consent Agenda Action (VI-A-2)

Subject Classified Personnel

College/District District

Funding

Recommended Action It is recommended that the Board of Trustees approve/ratify the classified personnel actions

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### Background Narrative:

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

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

### Attachments:

[20120821\\_Classified Personnel](#)

[20120821\\_Classified Personnel\\_Backup](#)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: August 21, 2012

1. Appointments

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

The Chancellor recommends the Board of Trustees approve/ratify the following appointments:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
a. Management/Supervisory				
RIVERSIDE CITY COLLEGE				
Neves, Matthew	Interim Producer/Artistic Director	06/30/12	S-5	Contract (Correction)
b. Management/Supervisory – Categorically Funded				
NORCO COLLEGE				
Sousa, John	Director, Upward Bound	09/04/12	R-5	Rehire
c. Classified/Confidential				
DISTRICT				
Aguilera, Ricardo	Information Technology Analyst	07/17/12	O-2	Promotion
Schmidt, Robert	Foundation Specialist	07/16/12	K-LS3	Rehire
RIVERSIDE CITY COLLEGE				
Calvillo, Anthony	Custodian	07/01/12	C-LS3	Rehire
NORCO COLLEGE				
Abernathy, Charles	Clerk Typist (Part-time, 47.5%)	07/01/12	E-LS2	Transfer
Acosta, Vanessa	Student Services Specialist (Part-time, 47.5%)	08/01/12	J-2	Promotion
Bradshaw, Emile	Student Services Specialist	07/30/12	J-5	Rehire
d. Classified/Confidential – Categorically Funded				
MORENO VALLEY COLLEGE				
Ramirez, Gregory	EOPS Specialist	07/01/12	K-5	Transfer
NORCO COLLEGE				
Busso, Caitlin	Institutional Research Specialist (Part-time, 50%)	08/22/12	O-1	Appointment

Subject: Classified Personnel

Date: August 21, 2012

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

The following classified employees have requested a temporary reduced workload during the 4/10 work schedule beginning June 11, 2012 through August 17, 2012. There will be no impact to employee medical benefits during this period.

It is recommended the Board of Trustees approve/ratify the temporary reduced workloads beginning June 11, 2012 through August 17, 2012, for the following classified employees:

BEGINNING JUNE 11, 2012 – AUGUST 17, 2012

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
DISTRICT			
Morris, April	Parking Administrative Clerk	100%	80%
Slaughter, Kheesa	Educational Advisor	100%	80%

3. Requests for Permanent Increase in Workload

It is recommended the Board of Trustees approve the permanent increase in workload for the following positions. These requests have the approval of the Vice Presidents, at the Riverside City College and Norco College respectively.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Date</u>
Blessum, Froke	Administrative Assistant I	35% to 48.75%	8/22/12
Martinez, Ashley	Educational Advisor	47.5% to 62.5%	8/22/12
Thompson, Rowana	Assistant to the Director, Upward Bound	47.5% to 75%	9/01/12

4. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve/ratify the temporary increase in workload for the following position. This request has the approval of the college President.

<u>Name</u>	<u>Title</u>	<u>From/To Workload</u>	<u>Effective Dates</u>
Jarrett, Adrienne	Cashier/Clerk (Riverside City College)	47.5% to 75%	07/01/12-08/21/12

5. Request to Rescind Appointment

At the meeting on June 19, 2012, the Board of Trustees approved the appointment of Craig Copeland, Interim Director of Construction, Facilities, Planning and Development. After some consideration, Mr. Copeland declined the District's offer of employment.

It is recommended the Board of Trustees rescind the appointment of Craig Copeland as Interim Director of Construction.

Subject: Classified Personnel

Date: August 21, 2012

6. Reduction of Position Due to Lack of Categorical Funds

Board Policy and Administrative procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to perform personnel actions, subject to final approval by the Board of Trustees. The position reduction is the result of lack of funds in the Upward Bound program at the Norco College.

It is recommended the Board of Trustees approve the reduction of this position, effective at the end of the work day on August 31, 2012.

Reduction in Funding – Effective 9/1/12

Muniz, Anthony                                      Assistant to the Director, Upward Bound (100% to 75%)

Placement on 39-Month Reemployment List – Effective 9/1/12

Muniz, Anthony                                      Assistant to the Director, Upward Bound – 100%

7. Rescind Reassignment and Placement onto 39-Month Reemployment List and Bumping Due to Seniority Rights

On June 19, 2012, the Board approved several employees to be placed on the 39-Month Reemployment List due to bumping rights of another employee who had more seniority. Dorinda Aikens elected not to exercise her bumping rights. Therefore, it is recommended the Board of Trustees rescind the actions that were originally approved.

Rescind Placement on 39-Month Reemployment List – Effective 7/1/12

Arredondo, Janice                                      College Receptionist – 47.5%

Rescind Reassignment and/or Reduction – Effective 7/1/12

Aikens, Dorinda                                      From: College Receptionist – 100% - Riverside City College  
(Academic Affairs Office)  
To: College Receptionist – 47.5% - Norco College  
(Student Services)

8. Request for a Non-Paid Leave of Absence

The Agreement between Riverside Community College District and Riverside Community College District Employees Chapter #535, CSEA, provides for non-paid leaves of absence. Arturo Hidalgo, Instructional Media Aide, has requested such a leave. This request has the support of his supervisor and manager.

It is recommended the Board of Trustees approve a non-paid leave of absence for Arturo Hidalgo, Instructional Media Aide, effective August 8 through August 31, 2012, excluding August 25, 2012 (special event).

Subject: Classified Personnel

Date: August 21, 2012

9. Severance Payments

On April 17<sup>th</sup>, 2012, the Board of Trustees of Riverside Community College District approved resolution No. 39-11/12 authorizing the layoff of positions in the classified service. In negotiating the effects of those layoffs, the District and CSEA have agreed that 2 weeks of severance pay will be given to employees laid off under this resolution and who have not returned to permanent employment with the District as of August 21, 2012. The severance pay will be based on the employee's base salary and full-time equivalent percentage at the time of layoff. Such payment shall be released to employees on August 31, 2012. It is recommended that the Board of Trustees approve the severance payment.

10. The Riverside Community College District (RCCD) and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association (CSEA) Memorandum of Understanding Concerning Permanent Part-Time Employees Holiday Pay.

RCCD and CSEA enter into the attached agreement with the intent of the parties to establish clear methodology by which all District classified permanent part-time employees shall be compensated for holidays. The Memorandum of Understanding was ratified by CSEA membership and it is recommended that the Board of Trustees approve the Memorandum of Understanding concerning permanent part-time employees' holiday pay.

11. Separation(s)

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Crawford, Berlinda	Administrative Assistant II	06/22/12	Personal
Holland, Stephanie	Journalism Prog. Support Specialist	06/28/12	Personal
Ricard, Ronald	Information Technology Analyst	08/31/12	Personal
Willson, Jacob	A&R Operations Assistant	08/10/12	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 535  
MEMORANDUM OF UNDERSTANDING  
CONCERNING PERMANENT PART-TIME EMPLOYEES HOLIDAY PAY  
June 18, 2012

The Riverside Community College District (District) and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association, (CSEA) hereby enter into this agreement with the intent of the parties to establish clear methodology by which all District Classified permanent part-time employees shall be compensated for holidays.

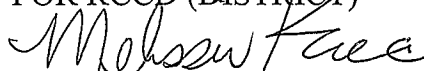
There are two distinct scenarios that apply to determine how classified permanent part time employees shall be compensated for Holidays.

1. Permanent Part-time employees shall receive holiday pay at their regular pay rate, for the same number of regular hours scheduled to work that day, if the District's designated holiday falls on a day the employee is scheduled to work.
2. Permanent Part-time employees shall be provided with a prorated holiday within the same work week if the designated holiday falls on a day the employee is NOT scheduled to work. Appropriate proration is based on Full Time Equivalent (FTE multiplied by eight (8). FTE = Regular hours scheduled per week divided by forty (40).

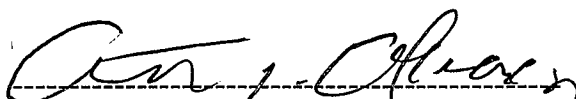
The parties agreed for the purpose of clarity that;

- This Memorandum of Understanding does not set precedent for any other compensable items included in the CSEA Contract with the District.
- ARTICLE XVIII- HOLIDAYS Section E: *Part-time regular employees shall receive holiday pay on a prorated basis as defined in ARTICLE XIV. Section G* shall be superseded by the language in this agreement as stated in the preceding paragraphs titled 1 and 2.
- The parties also agreed ARTICLE XIV-Salaries Section G only is contract language that shall be superseded by the language in this agreement as stated in the preceding paragraphs titled, 1 and 2.
- This Memorandum of Understanding is subject to review by CSEA through its policy 610 process, and is subject to approval by the Board of Trustees of the Riverside Community College District and ratification by CSEA's Chapter 535 Membership.

AGREED TO ON THIS 18 DAY OF JUNE, 2012  
FOR RCCD (DISTRICT)

  
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Melissa Kane, Vice Chancellor DHR

  
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Art Alcaraz, Director DHR

FOR CSEA

  
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Eric Muehlebach, CSEA Chapter 535 President

  
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Marti Harris, CSEA Labor Relations Rep.



## Agenda Item (VI-A-3)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

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### Background Narrative:

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

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

### Attachments:

[20120821\\_Other Personnel](#)  
[20120821\\_Other Personnel\\_Backup](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: August 21, 2012

1. Substitute Assignments

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

2. Short-term Positions

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

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

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

4. Professional Experts

Pursuant to Ed Code 88003, a professional expert is any person employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve/confirm the employment of professional experts as indicated on the attached list.

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
	Community Service			
Aguirre, Marisela	Coordinator	Safety & Police	07/01/12-06/30/13	\$18.51
	Capital Assest Inventory			
Castro, Francisco	Tech.	Accounting Services	08/01/12-12/31/12	\$22.04
	Community Service			
Ochoa, Michael	Coordinator	Safety & Police	07/01/12-06/30/13	\$18.51
	Community Service			
Sanchez, Joseph	Coordinator	Safety & Police	07/01/12-06/30/13	\$18.51
	Community Service			
Simpson, Kimberly	Coordinator	Safety & Police	07/01/12-06/30/13	\$18.51
	Community Service			
Wilbur, John	Coordinator	Safety & Police	07/01/12-06/30/13	\$18.51
<b>MORENO VALLEY COLLEGE</b>				
Brown, Trevor	Groundsperson	Facilities	07/01/12-06/30/13	\$16.89
Brock, Ryan	Custodian	Facilities	07/01/12-06/30/13	\$15.45
		Math, Science,		
Calhoun, Shauni	Lab Tech II	Kinesiology	08/22/12-06/30/13	\$26.74
	Instructional Media	Instructional Media		
Gomez, Raul	Assistant	Center	07/01/12-06/30/13	\$22.28
	Instructional Media	Instructional Media		
Gomez, Raul	Broadcast Coordinator	Center	07/01/12-06/30/13	\$29.45
	Instructional Media	Instructional Media		
Gomez, Raul	Broadcast Technician	Center	07/01/12-06/30/13	\$24.55
Martinez, William	Groundsperson	Facilities	08/22/12-06/30/13	\$16.89
	Student Employment			
Ramirez, Darlene	Personnel Specialist	Student Services	07/01/12-06/30/13	\$22.28
	Instructional Media	Instructional Media		
Velarde, Heidi	Assistant	Center	07/01/12-06/30/13	\$22.28
	Instructional Media	Instructional Media		
Velarde, Heidi	Broadcast Coordinator	Center	07/01/12-06/30/13	\$29.45
	Instructional Media	Instructional Media		
Velarde, Heidi	Broadcast Technician	Center	07/01/12-06/30/13	\$24.55
	Student Financial Services	Student Financial		
Contreras, Melissa	Analyst	Services	07/09/12-09/07/12	\$24.55
Wilkinson, Shawn	Groundsperson	Facilities	08/23/12-06/30/13	\$16.89
Youngquist, Patrick	Food Service Worker III	Food Services	07/01/12-12/30/12	\$17.67



SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
NORCO COLLEGE				
Holland, Clarence	Groundsperson	Facilities	06/01/12-06/30/12	\$16.89
Valtierra, Staphanie	College Receptionist	Counseling	07/09/12-07/26/12	\$15.45
RIVERSIDE CITY COLLEGE				
	Journalism Program	English & Media		
Coleman, Courtney	Support Specialist	Studies	08/13/12-12/14/12	\$20.39
		Auxiliary Business		
Stewart, Kaladon	Accounting Services Clerk	Services	07/02/12-08/31/12	\$22.28
Wortman, Tyler	Custodian	Facilities	*05/16/12-06/30/12	\$15.45

\* Correction to dates

## SHORT-TERM POSITIONS

Backup Other Personnel

August 21, 2012

Page 1 of 1

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
King, Tabatha	Interpreter I	DSPS	08/22/12-06/30/13	\$18.00
Mendez, Cecilia	Interpreter Apprentice	DSPS	09/01/12-06/30/13	\$11.00
Wong, Lily	Grant Analyst	CITD	08/22/12-06/30/13	\$35.00
<b>MORENO VALLEY COLLEGE</b>				
Allen, Christina	SI Leader	Basic Skills	08/24/12-06/06/13	\$12.00
Bradshaw, LeeAnn	STEM Activities Coord.	HSI STEM TAP/GCSP	08/22/12-12/30/12	\$25.00
Bilton, Kyle	SI Leader	HSI STEM TAP/GCSP	08/22/12-06/30/13	\$12.00
Buchfeller, Timothy	Role Player	PSET	08/22/12-06/30/13	\$8.00
Kusy, Kaylee	Role Player	PSET	08/22/12-06/30/13	\$8.00
Le, Thu	SI Leader	Basic Skills	08/24/12-06/06/13	\$12.00
Moreno, Delina	Title V, Public Safety Coord.	Grants & CSP	07/01/12-12/31/12	\$25.00
Noland, Anthony	Role Player	PSET	08/22/12-06/30/13	\$8.00
Pacheco, Emma	SI Leader	Basic Skills	08/24/12-06/06/13	\$12.00
Ruvalcaba, Vanessa	SI Leader	HIS STEM TAP/GCSP	08/22/12-03/31/13	\$12.00
Samai, Selik	Tutor II	Writing & Reading Cntr	07/01/12-06/30/13	\$8.50
Sampson, Danielle	Tutor I	Writing & Reading Cntr	07/01/12-06/30/13	\$8.00
Solem, Loann	Research Intern	PSET	08/23/12-09/26/12	\$14.22
Tarrabe, Teresa	SI Leader	Basic Skills	08/24/12-06/06/13	\$12.00
Vu, Uyen	SI Leader	HSI STEM TAP/GCSP	08/22/12-06/30/13	\$1.00
Winslow, Brittany	Role Player	PSET	07/01/12-06/30/13	\$8.00
<b>NORCO COLLEGE</b>				
Lemus, Divina	Puente Assistant	Puente Program	08/22/12-06/30/13	\$9.00
Ortega, Eduardo	Tutor IV	CHSUB	08/01/12-06/30/13	\$10.00
Stillwell, John	Grant Facilitator	TRIO Upward Bound	09/01/12-06/30/13	\$40.00
<b>RIVERSIDE CITY COLLEGE</b>				
Acosta, Justin	SI Leader	Academic Support	08/22/12-06/30/13	\$12.00
Alcantar, Angelina	SI Leader	Academic Support	08/22/12-06/30/13	\$12.00
Faircloth, Rebecca	Conference Coordinator	Student Services	07/09/12-11/09/12	\$24.00
James, Tenisha	Special Project Employee	Student Services	5/1/2012-07/18/12	**0.00
Koh, Myung	Survey Analyst	School of Nursing	08/23/12-06/30/13	\$35.00
Pulu, Simei	Lab Aide II	FTV/Applied Tech	08/22/12-12/14/12	\$10.00
Walters, Howard	Lab Aide II	FTV/Applied Tech	08/22/12-12/14/12	\$10.00

\*Corrected End Date

\*\*The amount paid for a Special Projects Employee is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

FULL-TIME STUDENTS EMPLOYED PART-TIME AND  
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DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>				
Davis, Sharon	Student Aide III	Disabled Student Services	07/18/12	\$ 10.50
Deleon, Monica	Student Aide V	Diversity and Human Resources	07/01/12	\$ 12.50
Smith, Courtnie	Student Aide II	Career and Technical Education	07/01/12	\$ 9.50
Vito, Carissa	Student Aide II	Career and Technical Education	07/01/12	\$ 10.00
<b>MORENO VALLEY COLLEGE</b>				
Al Moussawi, Khadija	Student Aide I	Math, Science & Kinesiology	07/01/12	\$ 8.50
Ashraf, Adeel	Student Aide II	Math Lab	07/01/12	\$ 9.25
Bilton, Kyle	Student Aide II	Math Lab	07/01/12	\$ 9.25
Boerum, Andrea	Student Aide III	Tutorial Services	07/30/12	\$ 11.00
Chandler-Coleman, Keena	Student Aide I	Early Childhood Education	07/02/12	\$ 9.00
Dean, Sunselurae	Student Aide I	Library	07/02/12	\$ 8.00
Gist, Kiarra	Student Aide I	Writing and Reading Ctr	07/02/12	\$ 8.00
Hicks, Tamika	Student Aide I	Library	07/02/12	\$ 8.00
Ho, Phuong	Student Aide I	Writing and Reading Ctr	07/02/12	\$ 8.00
Kaplan, Kevin	Student Aide III	Tutorial Services	07/30/12	\$ 10.50
Lara, Alicia	Student Aide II	Counseling	07/03/12	\$ 9.00
Manalang, Maria	Student Aide I	Library	07/01/12	\$ 8.00
Padilla, Marcos	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Posada, Elizabeth	Student Aide III	Library	07/01/12	\$ 10.50
Rosa Figueroa, Alvin	Student Aide I	Library	07/01/12	\$ 8.00
Sanchez Cedeno, Danny	Student Aide I	Food Services	07/02/12	\$ 8.00
Smith, William	Student Aide II	Math Lab	07/01/12	\$ 9.25
Tarrabe, Teresa	Student Aide II	Math Lab	07/01/12	\$ 9.25
Villa, Michelle	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
<b>NORCO COLLEGE</b>				
Barreto, Marta	Student Aide II	BEIT	07/01/12	\$ 10.00
Barron, Karla	Student Aide I	EOPS	07/01/12	\$ 8.00
Bejarano, Daniel	Student Aide I	Library	07/02/12	\$ 8.00
Bourquet, Arlena	Student Aide I	Food Services	07/01/12	\$ 8.00
Brode, Crystal	Student Aide II	Tutorial Services	07/01/12	\$ 9.50
Capellan, Emely	Student Aide I	Food Services	07/01/12	\$ 8.00
Chu, Peter	Student Aide II	Tutorial Services	07/01/12	\$ 10.00
Esquivel, Erika	Student Aide I	Trio-Student Services Program	07/16/12	\$ 9.00
Figueroa, Doug	Student Aide I	DSPS (20%)	07/01/12	\$ 8.50
Grajeda, Daniel	Student Aide I	EOPS	07/01/12	\$ 8.50
Hurtado, Mark	Student Aide I	Food Services	07/01/12	\$ 8.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
NORCO COLLEGE (continued)				
Irving, Bryen	Student Aide II	Tutorial Services	07/11/12	\$ 9.25
Kavia, Shital	Student Aide I	Tutorial Services	07/01/12	\$ 9.00
Long, Anthony	Student Aide II	BEIT	07/01/12	\$ 10.00
Long, Dominique	Student Aide I	Food Services	07/01/12	\$ 8.00
McFadden, Brian	Student Aide III	Disabled Student Services (20%)	07/01/12	\$ 11.00
Newell, Adam	Student Aide II	BEIT	07/01/12	\$ 10.00
Newell, Christin	Student Aide IV	Tri Tech-OED	07/11/12	\$ 11.00
Nguyen, Johnny	Student Aide I	Food Services	07/01/12	\$ 8.00
Pacheco, Kevin	Student Aide II	Tutorial Services	07/01/12	\$ 9.25
Perez, Ariana	Student Aide I	EOPS	07/01/12	\$ 8.25
Ponce, Isaias	Student Aide I	Food Services	07/01/12	\$ 8.00
Rubio, Erika	Student Aide II	Calworks/Outreach	07/01/12	\$ 10.00
Schultz, Clinton	Student Aide I	Food Services	07/01/12	\$ 8.00
Snipes, Jeremiah	Student Aide I	Food Services	07/19/12	\$ 8.00
Tu, Calvin	Student Aide II	Tutorial Services	07/01/12	\$ 10.25
Yee, Trevor	Student Aide III	Tutorial Services	07/11/12	\$ 10.25
Younathan, Rebecca	Student Aide II	Tutorial Services	07/01/12	\$ 10.00
RIVERSIDE CITY COLLEGE				
Abhulimen, Mathew	Student Aide IV	Mathematics	07/16/12	\$ 12.00
Aguilar Jr., Jose	Student Aide IV	Mathematics	07/12/12	\$ 12.00
Alboro, Kamaehu	Student Aide I	Kinesiology / Pool	08/13/12	\$ 8.00
Alvarez, Adran	Student Aide I	Food Services	07/16/12	\$ 8.00
Alvarez, Gerardo	Student Aide I	Tutorial Services	07/01/12	\$ 8.25
Andres, Danilu	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Astorga, Nancy	Student Aide I	Disabled Student Services	07/16/12	\$ 8.00
Avila, Melissa	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Barnes, Stephanie	Student Aide II	Television	07/01/12	\$ 10.00
Briguglio, Mathew	Student Aide I	Tutorial Services	07/01/12	\$ 8.50
Brown, Jessica	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Bshai, Karam	Student Aide I	Tutorial Services	07/12/12	\$ 8.25
Burdick, Brittany	Student Aide I	Library	07/26/12	\$ 8.00
Burroughs, Tina	Student Aide I	Tutorial Services	07/12/12	\$ 8.25
Cabrera, Javier	Student Aide I	Journalism	07/01/12	\$ 8.00
Calderon, Cristina	Student Aide I	Instructional Media Ctr	07/01/12	\$ 8.00
Canada, Keisha	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Carlson, Micah	Student Aide I	Disabled Student Services	07/01/12	\$ 8.50
Cespedes-Manyari, Grezia	Student Aide I	Food Services	07/16/12	\$ 8.00
Chalkus, Shauntee	Student Aide I	Library	07/01/12	\$ 8.00
Chamberlin, Dana	Student Aide II	Outreach	07/01/12	\$ 9.25

FULL-TIME STUDENTS EMPLOYED PART-TIME AND  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
Chavez Olivares, Noe	Student Aide I	Food Services	07/01/12	\$ 8.00
Chung, Christopher	Student Aide III	Library	08/13/12	\$ 10.00
Clark, Ariel	Student Aide I	Disabled Student Services	07/16/12	\$ 8.00
Colon, Alexandria	Student Aide I	Food Services	07/01/12	\$ 8.00
Crane, Velina	Student Aide I	Disabled Student Services	07/01/12	\$ 9.00
Curiel, Adriana	Student Aide IV	Mathematics	07/16/12	\$ 12.00
Dart, Angela	Student Aide II	EOPS	07/01/12	\$ 9.00
DeCastro, Diana	Student Aide II	Counseling	07/01/12	\$ 10.00
Estacio, Jasmin	Student Aide I	Food Services	07/01/12	\$ 8.00
Fernando, Nishantha	Student Aide III	Library	07/01/12	\$ 10.00
Figueroa, Doug	Student Aide I	Disabled Student Services	07/01/12	\$ 8.50
Fonseca, Brenda	Student Aide II	Facilities	07/01/12	\$ 9.00
Garcia, Anthony	Student Aide I	Library	07/01/12	\$ 8.00
Garcia, Janet	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Gonzalez, Ruben	Student Aide I	Outreach	07/01/12	\$ 8.00
Gonzalez, Yujeissi	Student Aide I	Tutorial Services	07/12/12	\$ 8.25
Gray, Manuel	Student Aide I	Student Financial Services	07/01/12	\$ 8.50
Heard, Qualanique	Student Aide I	Food Services	07/01/12	\$ 8.00
Hernandez, Diana	Student Aide I	Counseling	07/01/12	\$ 8.50
Hernandez, Noel	Student Aide I	Food Services	07/01/12	\$ 8.00
Heublein, Kelsey	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Humenik, Michael	Student Aide I	Food Services	07/01/12	\$ 8.00
Iwais, Faten	Student Aide I	Instructional Media Ctr	07/01/12	\$ 8.00
Jayasekera, Lisa	Student Aide I	Library	07/01/12	\$ 9.00
Johnson, Brooke	Student Aide I	Disabled Student Services	07/16/12	\$ 8.00
Jones, Jayce	Student Aide I	Library	07/26/12	\$ 8.00
Kamoto, Kristin	Student Aide I	Food Services	07/01/12	\$ 8.00
Keesling, Paul	Student Aide III	Writing and Reading Ctr	07/01/12	\$ 10.00
Klohn, Douglas	Student Aide I	Admin Support Center	07/16/12	\$ 8.75
Kunhart, Aubrey	Student Aide I	Early Childhood Studies	07/25/12	\$ 8.25
Lakes, Ryan	Student Aide II	Applied Tech / Welding	07/01/12	\$ 9.00
Lara-Bosquez, Miriam	Student Aide I	EOPS	07/01/12	\$ 8.00
Lawton, Yvette	Student Aide I	Writing and Reading Ctr	07/16/12	\$ 8.00
Lecoeure-Baidoo, Linda	Student Aide IV	Mathematics	08/13/12	\$ 12.00
Locke, Christina	Student Aide I	Food Services	07/01/12	\$ 8.00
Lopez Espinoza, Miriam	Student Aide I	Mathematics	07/12/12	\$ 8.50
Luebrun, Alysia	Student Aide I	Food Services	07/01/12	\$ 8.00
Mah, Christina	Student Aide I	Food Services	07/01/12	\$ 8.00
Marchan, Stephanie	Student Aide I	Library	07/26/12	\$ 8.00
Martinez, Melissa	Student Aide II	Television	07/01/12	\$ 10.00

FULL-TIME STUDENTS EMPLOYED PART-TIME AND  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
Martinez, Monique	Student Aide I	Early Childhood Studies	07/03/12	\$ 8.75
McFadden, Brian	Student Aide III	Disabled Student Services	07/01/12	\$ 11.00
McGee, Kailiponi	Student Aide I	Kinesiology / Pool	07/16/12	\$ 8.00
Mckennen, Kristina	Student Aide I	Library	07/01/12	\$ 8.00
Mejia Dominguez, Sandra	Student Aide V	Academic Support	07/01/12	\$ 12.00
Mencias, Leonardo	Student Aide I	Instructional Media Ctr	07/01/12	\$ 8.00
Menendez, Jorge	Student Aide II	Television	07/01/12	\$ 10.00
Mitchell, Brandon	Student Aide V	Academic Support	07/01/12	\$ 12.00
Molina, Henry	Student Aide IV	Mathematics	07/12/12	\$ 12.00
Molinar, Dannie	Student Aide I	Kinesiology / Pool	07/01/12	\$ 8.00
Moore, Casey	Student Aide I	Tutorial Services	07/01/12	\$ 8.50
Moreno, Jim	Student Aide II	Television	07/18/12	\$ 10.00
		Business Admin /		
Nasim, Nancy	Student Aide I	Info Sys. And Tech	07/01/12	\$ 8.50
Nguyem, Khoa	Student Aide V	Mathematics	07/26/12	\$ 12.00
Nguyen, Kevin	Student Aide I	EOPS	07/01/12	\$ 8.00
Owens, Andrane	Student Aide II	Outreach	07/01/12	\$ 9.25
Pacheco, Brenda	Student Aide I	Library	07/01/12	\$ 8.00
Pallotto, Jessica	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Pasillas, Jose	Student Aide I	Food Services	07/01/12	\$ 8.00
Pena, John	Student Aide IV	Mathematics	07/12/12	\$ 12.00
Penafiel, Angel	Student Aide III	Writing and Reading Ctr	07/01/12	\$ 10.00
Perches, George	Student Aide I	Counseling	07/01/12	\$ 8.50
Perez, Veronica	Student Aide I	Food Services	07/01/12	\$ 8.00
Philburn, Michelle	Student Aide I	Food Services	07/01/12	\$ 8.00
Quiroz, Jose	Student Aide I	Counseling	07/12/12	\$ 8.50
Ramirez, Eileen	Student Aide II	Tutorial Services	07/01/12	\$ 9.25
Ramirez, Miguel	Student Aide I	Food Services	07/01/12	\$ 8.00
Ramos, Neyva	Student Aide I	Instructional Media Ctr / Stokoe	07/01/12	\$ 8.00
Rodriguez III, Rodolfo	Student Aide IV	Mathematics	08/13/12	\$ 12.00
Rodriguez, Adrian	Student Aide II	Television	07/01/12	\$ 10.00
Rodriguez, Maria	Student Aide IV	Mathematics	07/16/12	\$ 11.25
		Business Admin /		
Rojas, Sandra	Student Aide I	Info Sys. And Tech	07/12/12	\$ 8.25
Rollins, Kellie	Student Aide I	Early Childhood Studies	07/01/12	\$ 8.50
Rosas Lopez, Suleyma	Student Aide I	Mathematics	07/16/12	\$ 9.00
Rowe, Lindsay	Student Aide I	Library	07/26/12	\$ 8.00
Rusk, Ronald	Student Aide III	Library	07/01/12	\$ 10.00
Sanchez, Daisy	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
		Business Admin /		
Scott, Justin	Student Aide I	Info Sys. And Tech	07/01/12	\$ 8.00
Sedillo, Mitzi	Student Aide I	Disabled Student Services	07/01/12	\$ 9.00
Sokoya, Oludare	Student Aide III	Library	07/01/12	\$ 10.00
Steele, Prince	Student Aide II	Tutorial Services	07/01/12	\$ 9.75
Stephenson, Rachelle	Student Aide I	Early Childhood Studies	07/01/12	\$ 8.75
Summers, Tanner	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Tan, Meanop	Student Aide V	Mathematics	08/13/12	\$ 12.00
Ugen, Omatseye	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Valadez, Magaly	Student Aide I	Early Childhood Studies	07/01/12	\$ 8.50
Vargas, Nicolette	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Vasquez, Cesar	Student Aide III	Library	07/26/12	\$ 10.00
Velasquez, Richard	Student Aide I	Food Services	07/16/12	\$ 8.00
Villagran, Krystle	Student Aide I	Writing and Reading Ctr	07/01/12	\$ 8.00
Villasenor Jr., Jose	Student Aide III	Library	07/01/12	\$ 10.00
Wells, Gloria	Student Aide IV	Mathematics	08/13/12	\$ 12.00
Whitney, Crystal	Student Aide I	Writing and Reading Ctr	07/16/12	\$ 8.00
Yanez Alejandres, Veronica	Student Aide I	Tutorial Services	07/01/12	\$ 8.75
Ybarra, Allyssa	Student Aide II	Tutorial Services	07/12/12	\$ 9.25
		Business Admin /		
Zhong, Yi	Student Aide I	Info Sys. And Tech	07/01/12	\$ 8.00
<u>CATEGORICAL FUNDS</u>				
COMMUNITY SERVICE PROGRAM				
Cheney, Gretchen	Student Aide I	La Sierra Library - RCC	07/01/12	\$ 8.00
Holloway, Terrance	Student Aide I	Eastside Cybrary - RCC	07/01/12	\$ 8.00
		UCR Museum of Photography -		
King, Freeman	Student Aide II	RCC	08/13/12	\$ 9.00
		UCR Museum of Photography -		
Waiworakij, Chalernpol	Student Aide II	RCC	07/30/13	\$ 10.00
MORENO VALLEY COLLEGE				
Alexander, Naimah	Student Aide III	Facilities	07/09/12	\$ 11.00
Allen, Mary	Student Aide I	Library	07/17/12	\$ 8.00
Broussard, Lynette	Student Aide I	IMC	07/09/12	\$ 8.00
Cervantes, Jason	Student Aide I	Writing Center	07/23/12	\$ 8.00
Dodd, Toya	Student Aide II	Workforce Prep. Dept.	06/07/12	\$ 10.00
Hands, Chaketha	Student Aide II	Admissions and Records	07/02/12	\$ 9.50
Hawthorne, Garrett	Student Aide II	Student Financial Services	07/02/12	\$ 9.50

FULL-TIME STUDENTS EMPLOYED PART-TIME AND  
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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE (continued)				
Herrera, Monica	Student Aide II	Counseling	07/23/12	\$ 9.50
Jenkins, Chanthon Saway	Student Aide II	Financial Aid	07/03/12	\$ 9.00
Lopez, Carina	Student Aide II	Admissions and Records	07/24/12	\$ 9.50
McEnnis, Ebony	Student Aide IV	Human Services	08/06/12	\$ 11.00
Patterson, Erica	Student Aide II	Workforce Prep. Dept.	07/19/12	\$ 10.00
Posada, Elizabeth	Student Aide III	Library	07/24/12	\$ 10.50
Rodriguez, Angela	Student Aide II	Admissions and Records	07/26/12	\$ 9.50
Rodriguez, Nicole	Student Aide II	Admissions and Records	07/23/12	\$ 9.50
Sandoval, Karen	Student Aide II	Employment Services		
NORCO COLLEGE				
Ambriz, Aurora	Student Aide III	Trio Upward Bound-AUSD	07/25/12	\$ 10.00
Arzola, Graciella	Student Aide III	Riverside Transit Agency	07/24/12	\$ 10.00
Baca, Vanessa	Student Aide I	Transfer Center	07/24/12	\$ 8.50
Brode, Crystal	Student Aide II	Tutorial Services	07/01/12	\$ 9.00
Burton, Mary	Student Aide I	DRC	07/25/12	\$ 8.00
Castro, Brizeida	Student Aide I	Financial Aid Services	07/01/12	\$ 8.50
Chehaiber, Danny	Student Aide I	Veterans Services	07/24/12	\$ 8.00
Cordova, Priscilla	Student Aide II	Tutorial Services	07/25/12	\$ 9.00
Cortez, Omar	Student Aide I	Library	07/01/12	\$ 8.00
Covach, Matt	Student Aide II	Facilities	07/23/12	\$ 9.00
Daw, Dustin	Student Aide III	Arts Humanities/World Language	07/26/12	\$ 10.00
DiBella, Kevin	Student Aide II	Honors Program	07/19/12	\$ 9.00
Dudang, Atome	Student Aide I	Student Employment	07/26/12	\$ 8.00
Dwyer, Simone	Student Aide I	Financial Aid Services	07/01/12	\$ 8.50
Ferguson, Carla	Student Aide I	Veterans Services	07/01/12	\$ 8.00
Fraga, Nina	Student Aide I	Student Employment	07/17/12	\$ 8.00
Gierman, Richard	Student Aide II	Transfer Center	07/25/12	\$ 9.00
Gomez, Martha	Student Aide III	Trio Upward Bound-CNUSD	07/01/12	\$ 10.00
Grant, Colleen	Student Aide I	Learning Resource Center	07/26/12	\$ 8.00
Hernandez, Christopher	Student Aide I	EOPS	07/01/12	\$ 8.00
Hernandez, Jenevieve	Student Aide I	Financial Aid Services	07/01/12	\$ 8.50
Hill, Olatyin	Student Aide I	VP Student Services	07/01/12	\$ 8.00
Hinojosa, David	Student Aide II	Assessment Center	07/26/12	\$ 9.00
Johnson, Tabitha	Student Aide II	Calworks/Outreach	07/24/12	\$ 9.00
Jubaer, Noemi	Student Aide II	Library	07/01/12	\$ 9.00
Lombardo, Anthony	Student Aide I	Admissions & Records	07/01/12	\$ 8.00
Lujan, Loreen	Student Aide I	DRC	07/01/12	\$ 8.25
Lujan, Loreen	Student Aide I	Student Employment	07/01/12	\$ 8.25
Magar, Kayla	Student Aide II	Foster Youth Program	07/25/12	\$ 9.00



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NORCO COLLEGE (continued)				
Mainez, Miranda	Student Aide II	Tutorial Services	07/23/12	\$ 9.00
Martinez, Johnny	Student Aide I	Admissions & Records	07/01/12	\$ 8.00
Martinez, Mario	Student Aide I	Veterans Services	07/24/12	\$ 8.00
Mercado, Isabel	Student Aide II	Tutorial Services	07/01/12	\$ 9.00
Michel, Coni	Student Aide I	Admissions & Records	07/26/12	\$ 8.00
Mohyuddin, Muhammad	Student Aide II	Library	07/25/12	\$ 9.00
Navarro, Karen	Student Aide I	EOPS	07/01/12	\$ 8.00
Olguin, Stephanie	Student Aide II	Assessment Center	07/25/12	\$ 9.00
Ortega, Cristal	Student Aide I	Library	07/25/12	\$ 8.00
Perez, Ariana	Student Aide I	DRC	07/01/12	\$ 8.25
Perez, Ariana	Student Aide I	EOPS	07/01/12	\$ 8.25
Portillo, Belinda	Student Aide I	Financial Aid Services	07/01/12	\$ 8.50
Preciado, Michael	Student Aide II	Library	07/01/12	\$ 9.00
Rios Berrios, Christopher	Student Aide I	Student Employment	07/10/12	\$ 8.00
Rubio, Erika	Student Aide III	Calworks/Outreach	07/01/12	\$ 10.00
Sanchez, Seleny	Student Aide I	Transfer Center	07/11/12	\$ 8.50
Sixtos, Danielle	Student Aide I	Admissions & Records	07/01/12	\$ 8.00
Soroka, Martin	Student Aide II	Library	07/26/12	\$ 9.00
Stubbs, Danielle	Student Aide I	Library	07/01/12	\$ 8.00
Trajano, Derek	Student Aide II	Facilities	07/24/12	\$ 9.00
Valdez, Janet	Student Aide III	Arts Humanities/World Language	07/26/12	\$ 10.00
Villareal, Fernando	Student Aide I	Transfer Center	07/01/12	\$ 8.50
Williams, Dawn	Student Aide I	Student Employment	07/26/12	\$ 8.50
RIVERSIDE CITY COLLEGE				
Alexander, Mariah	Student Aide I	Kinesiology / Women's Track	07/30/12	\$ 8.00
Banks, Michael	Student Aide I	Performance Riverside	07/17/12	\$ 8.25
Breese, Amanda	Student Aide I	Printing and Graphics Ctr	07/10/12	\$ 8.00
Brown, Devonn	Student Aide I	Kinesiology / Football	07/30/12	\$ 8.00
Castillo, Yvette	Student Aide I	Home Room	07/01/12	\$ 8.50
Coleman, Ryan	Student Aide I	Kinesiology / Football	07/12/12	\$ 8.00
Cormier-Grant, Tamica	Student Aide I	Facilities	07/01/12	\$ 8.00
Davis, Florita	Student Aide II	Home Room	07/01/12	\$ 9.00
Dunn, Cieara	Student Aide I	School of Nursing	07/12/12	\$ 8.00
Fierro, Alexandra	Student Aide I	Administrative Support Ctr	07/17/12	\$ 8.50
Garcia-Alcaraz, Ricardo	Student Aide V	Academic Support	07/30/12	\$ 12.00
Gathrite, Nicky	Student Aide I	Kinesiology / Football	07/26/12	\$ 8.00
Mason, Nicole	Student Aide I	Printing and Graphics Ctr	07/09/12	\$ 8.00
Mercado, Raul	Student Aide I	Performance Riverside	07/26/12	\$ 8.75

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

Backup Other Personnel  
August 21, 2012  
Page 8 of 8

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE (continued)				
Miller, Courtney	Student Aide I	Workforce Preparation	07/30/12	\$ 8.50
Morales, Senaida	Student Aide II	Student Svcs / Activities	07/17/12	\$ 9.00
Morrison, Brianna	Student Aide I	Workforce Prep / ILP	07/16/12	\$ 8.00
Ngo, Tammy	Student Aide I	School of Nursing	07/01/12	\$ 8.00
Phan, Jim	Student Aide I	Faculty Development	07/26/12	\$ 8.00
Raquino, Jessica	Student Aide II	Student Svcs / Activities	07/12/12	\$ 9.00
		Kinesiology /		
Ratliff, Brianna	Student Aide I	Women's Track	07/30/12	\$ 8.00
Roberts, Harold	Student Aide I	Academic Support	07/12/12	\$ 8.50
Romero, Julia	Student Aide II	Chancellor's Office	07/12/12	\$ 10.00
Salazar, Yvette	Student Aide I	Workforce Preparation	07/01/12	\$ 8.25
Shalabi, Emad	Student Aide II	Kinesiology / Men's Track	07/17/12	\$ 9.50
		Innovative Learning Ctr /		
Shrader, Kristin	Student Aide I	Stokoe	07/30/12	\$ 8.50
		Kinesiology /		
Spivey, Jasmine	Student Aide I	Women's Track	07/12/12	\$ 8.00
Thompson, Keturah	Student Aide I	Workforce Prep / ILP	07/30/12	\$ 8.00
Trudeau, Samantha	Student Aide I	Performance Riverside	08/13/12	\$ 8.00
Tuaau, Charles	Student Aide I	Kinesiology / Football	07/30/12	\$ 8.00
Turner, Jonte	Student Aide II	Kinesiology / Men's Track	07/12/12	\$ 9.50
Williams, Dominique	Student Aide I	Home Room	07/17/12	\$ 8.50
Wilson, Danyelle	Student Aide III	Student Svcs / Activities	07/12/12	\$ 10.00

PROFESSIONAL EXPERTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>TERM</u>	<u>RATE/ AMOUNT</u>
DISTRICT (None)				
MORENO VALLEY COLLEGE (None)				
NORCO COLLEGE (None)				
RIVERSIDE CITY COLLEGE				
DeRosia, Courtney	Psychological Health Services Intern	Health Services	From 8/25/2012 not to exceed 3,000 hours	\$20.00/hr
Orestes, Chua	RCC Building Access & Secutiy System Administrator	Business Services	09/01/12-10/31/12	\$30.00/hr



## Agenda Item (VI-B-1)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$12,525,611 and District Warrant Claims totaling \$15,860,004.

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### Background Narrative:

The attached Purchase Order and Warrant Report - All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$12,525,611 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 194302-197118) totaling \$15,860,004 have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

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

### Attachments:

[Purchase Order and Warrant Report \(June and July\) - August 21, 2012](#)

Report of Purchases-All District Resources  
Purchases Over \$81,000  
06/01/12 thru 07/31/12

PO#	Department	Vendor	Description	Amount
C0003848	Facilities Planning & Design	HMC Architects	Consultants	\$ 130,000
C0003859	Facilities Planning & Design	Anderson Charnesky Structural Steel, Inc	Norco Network Operations Center Bid Award	725,000
C0003876	Facilities	Adams & Smith, Inc	Remodel Projects Settlement	320,000
C0003877	Facilities	Pro-Craft Plumbing Company, Inc	Remodel Projects Settlement	100,000
P0033803	Finance	Union Bank	Benefits, 403(b)	388,003
P0033804	Business Operations	Union Bank	Benefits, 403(b)	458,057
P0033812	Business Operations	Union Bank	Benefits, 403(b)	438,796
<b>Additions to Approved/Ratify Purchase Orders of \$81,000 and Over</b>				
C0003347	Facilities Planning & Design	Rudolph And Sletten, Inc.	Moreno Valley College Dental Ed Center	113,222
C0003466	Information Services	SK Telecon, Inc.	Repairs - Service	185,640
			Total	<u>\$ 2,858,718</u>

All Purchase Orders, Contracts, and Additions  
for the Period 06/01/12 - 06/30/12

Contracts- C3846 - C3882	\$ 842,532
Contract Additions- C2150 - C3840	
Purchase Orders- P33564 - P33876	705,262
Purchase Order Additions- P29682 - P33533	
Blanket Purchase Orders- B9873 - B10131	959,992
Blanket Purchase Order Additions- B8391 - B9871	
Total	<u>\$ 2,507,786</u>
June Total	<u><u>\$ 5,366,504</u></u>

PO #	Department	Vendor	Description	Amount
B0010352	Human Resources & Diversity	International Assurance of Tn, Inc.	Insurance	\$ 276,000
B0010381	Human Resources & Diversity	Orange County Foundation	Insurance	90,000
B0010406	Applied Technology	US Foods	Food & Beverage, US Communities Award	90,000
B0010407	Food Services	US Foods	Food & Beverage, US Communities Award	265,000
B0010408	Food Services - Moreno Valley	US Foods	Food & Beverage, US Communities Award	85,000
C0003885	Production Printing	Konica Minolta Business Solutions	Equip Additional \$5000 >	90,017
C0003894	College Relations / Special Projects	Professional Personnel Leasing Inc	Consultants	128,150
C0003909	Facilities Planning & Development	Dalke & Sons Construction, Inc	Norco Secondary Effects Bid Award	123,480
C0003911	Facilities Planning & Development	Higginson+Cartozian Architects, Inc	Architect's Fees	94,550
C0003912	Facilities Planning & Development	Higginson+Cartozian Architects, Inc	Architect's Fees	204,000
P0033938	Information Services	Datatel, Inc.	Computer Software Maint/Lic	83,782
P0034080	Information Services	Datatel, Inc.	Computer Software Maint/Lic	348,205

Additions to Approved/Ratify Purchase Orders of \$81,000 and Over

Report of Purchases-All District Resources  
 Purchases Over \$81,000  
 06/01/12 thru 07/31/12

PO#	Department	Vendor	Description	Amount
C0002677	Applied Technology	Blue Mountain Two LP	Rents and Leases	160,358
C0002757	College Relations / Special Projects	Facilities Planning & Consulting Svs	Consultants	109,000
C0003098	Information Services	Western Data Enterprises, Inc	Repairs - Service	495,000
C0003132	Board of Trustees	Atkinson, Andelson, Loya, Ruud	Legal	92,304
C0003172	Facilities	Johnson Controls, Inc.	Repairs - Service	142,696
C0003470	Campus Police	California State University San Bernardino	Dispatch Services	88,652
C0003525	Administration & Finance	Magnon Property Management	Professional Services	135,515
			Total	<u>\$ 3,101,708</u>
All Purchase Orders, Contracts, and Additions for the Period 07/01/12 - 07/31/12				
Contracts- C3883 - C3928				\$ 1,001,740
Contract Additions- C1455 - C3853				
Purchase Orders- P33898 - P34266				1,051,700
Purchase Order Additions- P29810 - P33787				
Blanket Purchase Orders- B10135 - B10592				2,003,959
Blanket Purchase Order Additions- B10052 - B10126				
Total				<u>\$ 4,057,399</u>
July Total				<u>\$ 7,159,107</u>
Grand Total				<u>\$ 12,525,611</u>



## Agenda Item (VI-B-6-a)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$81,000 - All District Resources
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$1,812,177.

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### Background Narrative:

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

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

### Attachments:

[Contracts and Agreements Less than \\$81,000 \(June and July\) - August 21, 2012](#)

Contracts and Agreements Report-All District Resources  
\$81,000 and Under  
06/01/12 thru 07/31/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003846	Community Ed & Senior Citizen Education	Voices for All, LLC	Clifton Place, NY	Community Education Presenter	\$ 373
C0003847	Academic Affairs	CAPA	Boston, MA	Conferences	1,000
C0003849	Community & Economic Development	Millan, Jose H	Sacramento	Other Travel Expenses	3,500
C0003850	Community Ed & Senior Citizen Education	Trust Auto Sales	Wildomar	Community Education Presenter	1,081
C0003851	Community Ed & Senior Citizen Education	Binder, Farla	Los Angeles	Community Education Presenter	580
C0003853	Community & Economic Development	Carlson, Patricia J	Rancho Cucamonga	Professional Services	5,000
C0003854	President - Norco Campus	Worth Ave. Group, LLC	Stillwater, OK	Liability Insurance	3,473
C0003855	Student Services	Garrison Associates	Lafayette	Consultants	2,700
C0003856	CTE Projects	Interaction Institute for Social Change	Boston, MA	Professional Services	8,018
C0003857	Facilities Planning & Design	First Responder Fire Protection Copr	Simi Valley	Norco Network Operations Center Bid Award	70,440
C0003858	Campus Police	South Coast AQMD	Diamond Bar	Governmental Fees	1,316
C0003860	Facilities Planning & Design	Higginson+Cartozian Architects, Inc	Redlands	Architect's Fees	4,500
C0003861	Educational Services	Applied Development Resources	Carlsbad	Professional Services	20,000
C0003862	Facilities Planning & Design	Econo Fence, Inc.	Riverside	Norco Secondary Effects Bid Award	30,332
C0003863	College Relations / Special Projects	Keygent LLC	Manhattan Beach	Consultants	3,000
C0003864	Information Services	Butte Glenn Community College	Chico	Telephone	11,522
C0003865	Grants & Contract Services	eCivis, Inc	Pasadena	Computer Software Maint/Lic	5,000
C0003866	Workforce Preparation	Higginson+Cartozian Architects, Inc	Redlands	Architect's Fees	29,000
C0003867	International Students	Jang, Dr. John	Walnut	Scouting	7,000
C0003868	Human Resources & Diversity	Liebert Cassidy Whitmore	Los Angeles	Memberships	2,500
C0003869	Performing Arts	Music Theatre International	New York, NY	Rents and Leases	2,822
C0003870	Health Services	Psychological Services Clinic	Loma Linda	Professional Services	78,608
C0003871	Community & Economic Development	Gonzalez, Lorenzo	Moreno Valley	Professional Services	1,000
C0003872	Production Printing	AlSCO	Anaheim	Towel Service	5,860
C0003874	Workforce Preparation	Vision Fillers Inc	Vancouver, WA	Lecturers	3,150
C0003875	Risk Management	Grant Thornton LLP	Oakbrook Terrace, IL	Professional Services	5,000
C0003878	Community & Economic Development	Amaya, Teresa	Beaumont	Professional Services	52,000
C0003879	Community & Economic Development	Nichols, Samantha	Anaheim	Professional Services	19,800
C0003880	Student Services	Board of Governors California Community Colleges	Sacramento	Professional Services	11,700
C0003881	Math, Science & Physical Ed-Moreno Valley	Steris Corporation	Erie, PA	Repairs - Service	5,864
N/A	Economic Development - TriTech	California State University, Fullerton	Fullerton	Sub-recipient Commitment	No Cost
N/A	Purchasing	First Responder Fire Protection Copr	Simi Valley	Exception to Prime Contractor Insurance Coverage	No Cost
N/A	Customized Solutions	El Camino Community College District	Torrance	Professional Services	No Cost
N/A	Purchasing	Security Bank of CA for Columbia Steel	Rialto	Escrow Agreement	No Cost
N/A	Purchasing	Ralphs / Kroger	Hutchinson, KS	Cancellation of Charge Card Account	No Cost
N/A	Web Development	Google	Mountain View	Right of Entry Agreement for Location Information	No Cost
N/A	Economic Development - TriTech	California State University, Fullerton	Fullerton	Subcontract Release and Assignment	No Cost
N/A	Safety & Police	Credentials Order Processing Services, Inc.	Northfield, IL	Handling Fees	No Cost
N/A	Nursing	Riverside Community Hospital	Riverside	Clinical Rotations for Students	No Cost
N/A	Dean of Instruction - Moreno Valley	California State University, San Bernardino	San Bernardino	STEM Cell Research Grant	No Cost
N/A	Customized Solutions	Watson Laboratories	Corona	Professional Services	No Cost
N/A	Nursing	Elsevier, Inc.	Maryland Heights, MO	Subscription	No Cost



Contracts and Agreements Report-All District Resources  
 \$81,000 and Under  
 06/01/12 thru 07/31/12

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Workforce Preparation	The Growing Place	Riverside	Allows FWS Students to Work at Facility	No Cost
N/A	Workforce Preparation	City of Riverside	Riverside	Allows FWS Students to Work at Facility	No Cost
N/A	Workforce Preparation	The Regents of the University of California, Riverside	Riverside	Project Leadership Team	No Cost
N/A	Accounting Services	TLC Auctions	Fontana	Sale of Surplus Property	No Cost
N/A	Purchasing	First Class Vending, Inc.	Bell Gardens	Snack Vending Services	No Cost
N/A	Customized Solutions	San Bernardino Community College District	San Bernardino	Professional Services	No Cost
N/A	President	Riverside Metropolitan Museum	Riverside	Loan of Museum Artifacts	No Cost
N/A	Culinary Academy	Chef Works	Poway	Reduced Rate Uniforms for Students	No Cost
<b>Additions to Approved/Ratify Contracts of \$81,000 and Under</b>					
C0002150	Facilities	Adecco USA, Inc.	Ontario	Transportation Contracts	555
C0002557	Facilities Planning & Design	Hill Partnership, Inc	Newport Beach	Architect's Fees	11,633
C0002831	Information Services	US Bank	St Louis, MO	Rents and Leases	18
C0002924	Facilities	Marina Landscape Inc	Anaheim	Nursing/Sciences Building	10,113
C0002925	Facilities	Kretschmar & Smith Inc	Riverside	Nursing/Sciences Building	2,381
C0002935	Facilities	Continental Flooring Inc	Rancho Cucamonga	Nursing/Sciences Building	6,264
C0002938	Facilities	RVH Constructors, Inc.	San Bernardino	Nursing/Sciences Building	55,251
C0002940	Facilities	Interpipe Contracting, Inc	Santee	Nursing/Sciences Building	63,273
C0002988	Physical and Life Sciences - Norco	Corona - Norco Unified School District	Corona	Rents and Leases	6,296
C0003090	Facilities Planning & Design	Ricoh Business Systems Inc	Ontario	Copying and Printing	4,447
C0003109	Facilities	Inland Building Construction Companies, Inc.	San Bernardino	Wheelock Gym Seismic Retrofit	25,892
C0003126	Health Services	Psychological Services Clinic	Loma Linda	Professional Services	6,000
C0003277	Applied Technology	Socal Office Technologies, Inc	Philadelphia, PA	Repairs - Service	270
C0003459	Health Sciences Programs - Moreno Valley	Adame, James	Yucaipa	Consultants	48,000
C0003523	Campus Police	Market-Based Solutions, Inc	Diamond Bar	SCAQMD Rule 2202 Emission Credits	9,636
C0003529	Community & Economic Development	Gereau, Servando	Redlands	Training Services	6,600
C0003543	Facilities Planning & Design	Columbia Steel, Inc	Rialto	Citrus Belt Savings & Loan	682
C0003553	Health, Human & Public Svcs-Moreno Valley	Thermal Combustion Innovators, Inc.	Colton	Waste Disposal	136
C0003568	Facilities Planning & Design	E & R Glass Contractors, Inc	Montclair	Citrus Belt Savings & Loan	4,976
C0003590	Facilities Planning & Design	Continental Flooring Inc	Rancho Cucamonga	Citrus Belt Savings & Loan	1,450
C0003597	Community Ed & Senior Citizen Education	Notary Public Seminars, Inc	Los Angeles	Instructional Services	748
C0003611	Performance Riverside	Samuel French, Inc.	Hollywood	Rents and Leases	3,448
C0003623	Community Ed & Senior Citizen Education	Adney, Curtis M.	Lemore	Community Education Presenter	166
C0003628	Community Ed & Senior Citizen Education	Koba, Rosalia	Laguna Niguel	Community Ed Instructional Services	2,176
C0003630	Community Ed & Senior Citizen Education	Rounds, Miller And Associates	Rancho Palos Verdes	Instructional Services	80
C0003641	Community Ed & Senior Citizen Education	McDonald, Victoria	Yorba Linda	Community Education Presenter	120
C0003655	Facilities - Moreno Valley	PHSI-Pure Water Finance	Vernon Hills, IL	Rents and Leases	60
C0003660	Community Ed & Senior Citizen Education	Youngerman, Stephen	Riverside	Community Education Presenter	1,669
C0003678	Community Ed & Senior Citizen Education	Bowman, Gary	Corona	Community Education Presenter	609
C0003715	Facilities	Tamra Kay Interior Design Consulting, Inc	Irvine	Nursing / Science Building FF&E Consultant	450
C0003718	Diversity, Equity & Compliance	Shaw HR Consulting, Incorporated	Newbury Park	Professional Services	7,000
C0003738	Facilities Planning & Design	J. M. Farnan Co., Inc	La Verne	Culinary Arts/District Office	50,701
C0003739	Facilities Planning & Design	Southern California West Coast Electric Inc	Banning	Culinary Arts/District Office	20,811

Contracts and Agreements Report-All District Resources  
 \$81,000 and Under  
 06/01/12 thru 07/31/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003758	Community & Economic Development	Amaya, Teresa	Beaumont	Professional Services	23,370
C0003793	Career and Technical Ed - Norco	Doubletree Hotel	Ontario	Meeting Expenses	3,867
C0003814	Facilities Planning & Design	HMC Architects	Ontario	Architect's Fees	34,500
C0003840	Customized Solutions	Behavioral Momentum Associates, LLC	Corona	Training Services	650
N/A	Business & Information Systems	Rancho Santiago Community College	Santa Ana	Amends Term	No Cost
N/A	Workforce Preparation	Riverside County Dept of Public Social Services	Riverside	Amends Budget	No Cost
June Total					<u>\$ 810,437</u>

PO #	Department	Vendor	Business Location	Description	Amount
C0003883	Institutional Effectiveness	Acorn Technology Corporation	Riverside	Consultants	\$ 7,852
C0003884	Risk Management	Wellcomp Managed Care Services Inc	Riverside	Professional Services	19,500
C0003886	Facilities Planning & Development	LPA Inc.	Irvine	Architect's Fees	58,000
C0003887	Facilities Planning & Development	Inland Inspections & Consulting	Riverside	Inspection	2,800
C0003888	CTE Projects - Norco	Mergent Inc	Fort Mill, SC	Periodicals/Magazines	4,200
C0003889	Facilities Planning & Development	River City Testing	Riverside	Testing	1,550
C0003890	Applied Technology	Micros System	Huntington Beach	Repairs - Service	2,060
C0003891	Career and Technical Ed - Norco	Hyatt	Denver, CO	Conferences	1,056
C0003892	President - Norco Campus	Pinnacle Evaluation Services LLC	Rogers, AZ	Professional Services	31,000
C0003893	Community & Economic Development	Xsolve	Plano, TX	Training Services	3,000
C0003895	Administration & Finance	Dolinka Group, LLC	Irvine	Consultants	10,000
C0003896	Board of Trustees	Best, Best & Krieger	Riverside	Legal	5,000
C0003897	Board of Trustees	Burke, Williams And Sorensen LLP	Los Angeles	Legal	7,500
C0003898	Facilities Planning & Development	Dalke & Sons Construction, Inc	Riverside	Bradshaw Kitchen Floor Drain Replacement Bid Awa	44,480
C0003899	Board of Trustees	Gresham Savage Nolan & Tilden, APC	San Bernardino	Legal	20,000
C0003900	Board of Trustees	Jones & Mayer	Fullerton	Legal	1,500
C0003901	Board of Trustees	Liebert Cassidy Whitmore	Los Angeles	Legal	30,000
C0003902	Performance Riverside	Music Theatre International	New York, NY	Rents and Leases	633
C0003903	Board of Trustees	Public Interest Investigation Inc	Los Angeles	Legal	5,000
C0003904	Information Services	Facilities Protection Systems, Inc.	Brea	Repairs - Service	1,104
C0003905	Board of Trustees	Titan Empire Inc	Redlands	Legal	5,000
C0003906	Risk Management	Watten, Discocoe, Bassett & McMains	Santa Ana	Legal	7,500
C0003907	Health, Human & Public Svcs-Moreno Valley	Riverside Faculty Medical Group	Riverside	Consultants	17,000
C0003908	Board of Trustees	Community College League of California	Sacramento	Consultants	2,500
C0003910	Workforce Preparation	Davis, Penny G	Redlands	Lecturers	26,250
C0003913	Community & Economic Development	Kasetty, Rajan B	Riverside	Consultants	16,500
C0003914	Workforce Preparation	Reyes, Eufemia	Colton	Professional Services	1,350
C0003915	Student Financial Services	Sharp Electronics Corp.	Santee	Repairs - Service	540
C0003916	Library	Innovative Interfaces, Inc.	Emeryville	Computer Software Maint/Lic	42,072
C0003917	Production Printing	Fujifilm North America Corporation	Pasadena	Equip Additional \$5000 >	3,669
C0003918	CTE Projects	Reliable Office Solutions	Riverside	Repairs - Service	3,500
C0003919	Facilities Planning & Development	Econo Fence, Inc.	Riverside	RCC Community Garden Fence Project Bid Award	27,657
C0003921	Board of Trustees	Vavrinek, Trine, Day & Co, LLP	Rancho Cucamonga	Audit	69,200

Contracts and Agreements Report-All District Resources  
 \$81,000 and Under  
 06/01/12 thru 07/31/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003922	Workforce Preparation	Friend, Cherie L	Murrieta	Professional Services	1,700
C0003923	Information Services	Numara Software User Conference	Tampa, FL	Computer Software Maint/Lic	4,500
C0003924	Public Affairs & Institutional Advancement	Regus, Margaret Elaine	San Dimas	Media Services	8,000
C0003925	Workforce Preparation	Stephan, Victoria	Corona	Professional Services	4,075
C0003926	Facilities	Signature Flooring, Inc	Santa Ana	Installation of District-Supplied Carpet Bid Award	19,097
C0003927	Dean of Instruction - Norco	Scantron Corporation	Santa Ana	Computer Software Maint/Lic	630
C0003928	Community Ed & Senior Citizen Education	Alpine Tutoring	Tustin	Professional Services	1,200
N/A	Customized Solutions	Thoro Packaging, Inc.	Corona	Customized Training	No Cost
N/A	Customized Solutions	Brenner Fiedler	Riverside	Customized Training	No Cost
N/A	TriTech	California State University, Fullerton	Fullerton	Sub Recipient Commitment	No Cost
N/A	VP, Business Services - Norco	Southern California Edison	Rosemead	Easement Agreement	No Cost
N/A	President	Mission Inn Foundation & Museum	Riverside	Loan of Museum Artifacts	No Cost
N/A	Academic Support	Riverside County Superintendent of Schools	Riverside	Fees	No Cost
N/A	PA Program	American Databank	Denver, CO	Licensing	No Cost
N/A	Public Safety, Education & Training	Riverside County Office of Education	Riverside	Affiliation Agreement	No Cost
N/A	Public Safety, Education & Training	Beaumont Unified School District	Beaumont	Affiliation Agreement	No Cost
N/A	Public Safety, Education & Training	Nuview Union School District	Nuevo	Affiliation Agreement	No Cost
N/A	Printing & Graphics	Konica Minolta	San Bernardino	Rebate Agreement	No Cost
<b>Additions to Approved/Ratify Contracts of \$81,000 and Under</b>					
C0001455	Facilities Planning & Development	Harley Ellis Devereaux	Los Angeles	Architect's Fees	26,443
C0001631	Academy / Criminal Services	Riverside County	Riverside	Rents and Leases	735
C0002124	Academy / Criminal Services	Riverside County Fire Department	Riverside	Professional Services	21,249
C0002150	Facilities	Adecco USA, Inc.	Ontario	Transportation Contracts	20,000
C0002683	Facilities	Amtech Elevator Services	Anaheim	Repairs - Service	45,223
C0002831	Information Services	US Bank	St Louis, MO	Rents and Leases	2,361
C0003123	Dean of Instruction - Norco	Oce Financial Services / Leases	Chicago, IL	Rents and Leases	12,568
C0003124	Dean of Instruction - Norco	Oce Financial Services / Leases	Chicago, IL	Repairs - Service	8,270
C0003204	Academy / Criminal Services	Oce Financial Services / Leases	Chicago, IL	Rents and Leases	6,000
C0003226	Student Services	Riverside Transit Agency	Riverside	Transportation Contracts	6,600
C0003227	Communications & Web Development	Acorn Technology Corporation	Riverside	Fees	24,516
C0003277	Applied Technology	SoCal Office Technologies, Inc	Philadelphia, PA	Repairs - Service	500
C0003344	Facilities Planning & Development	River City Testing	Riverside	Testing	4,503
C0003359	Facilities Planning & Development	PCN3, Inc	Yucaipa	Norco Secondary Effects	30,877
C0003360	Facilities Planning & Development	PCN3, Inc	Yucaipa	Norco Secondary Effects	62,402
C0003391	Facilities Planning & Development	FM & Sons, Inc	Santa Ana	MVC Dental Education Center	39,400
C0003437	Workforce Preparation	Alvord Unified School District	Riverside	Grant / Contract Sub Agreements	8,620
C0003481	Facilities Planning & Development	Southern California West Coast Electric Inc	Banning	Citrus Belt Savings & Loan	17,218
C0003486	Board of Trustees	Gresham Savage Nolan & Tilden, APC	San Bernardino	Legal	4,704
C0003520	Facilities Planning & Development	Dalke & Sons Construction, Inc	Riverside	Citrus Belt Savings & Loan	41,097
C0003543	Facilities Planning & Development	Columbia Steel, Inc	Rialto	Citrus Belt Savings & Loan	6,987
C0003547	Open Campus	Acorn Technology Corporation	Riverside	Fees	6,966
C0003549	Facilities Planning & Development	Caston, Inc	San Bernardino	Citrus Belt Savings & Loan	9,544

Contracts and Agreements Report-All District Resources  
 \$81,000 and Under  
 06/01/12 thru 07/31/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003559	Community & Economic Development	Softskills	Chatsworth	Training Services	3,950
C0003590	Facilities Planning & Development	Continental Flooring Inc	Rancho Cucamonga	Citrus Belt Savings & Loan	651
C0003592	Academy / Criminal Services	Riverside County	Riverside	Professional Services	7,969
C0003606	Community & Economic Development	SJG, Inc	Yucaipa	Tech Skills and Website Development for Calgrip	6,450
C0003607	Facilities Planning & Development	Dalke & Sons Construction, Inc	Riverside	Citrus Belt Savings & Loan	14,136
C0003616	Health, Human & Public Svcs-Moreno Valley	Shred-It	Riverside	Shredding Services	364
C0003624	Community Ed & Senior Citizen Education	Terry S Rowen, Inc.	Folsom	Professional Services	1,618
C0003678	Community Ed & Senior Citizen Education	Bowman, Gary	Corona	Professional Services	354
C0003681	Information Services	Hyland Software, Inc	Westlake, OH	Computer Software Maint/Lic	5,157
C0003758	Community & Economic Development	Amaya, Teresa	Beaumont	Professional Services	1,200
C0003761	Facilities Planning & Development	Padilla & Associates, Inc	Santa Ana	Labor Compliance Services	1,537
C0003827	Campus Student Services - Norco	California State University Fullerton	Fullerton	Other Travel Expenses	1,396
C0003853	Community & Economic Development	Carlson, Patricia J	Rancho Cucamonga	Professional Services	32,000
N/A	Purchasing	First Class Vending	Bell Gardens	Amend #1, Amends Term Wording	No Cost
N/A	Business Services	City of Riverside	Riverside	Amend #1, Extends Term	No Cost
N/A	Workforce Preparation	Riverside County Department of Public Social Services	Riverside	Amend #2, Extends Term	No Cost
				July Total	<u>\$ 1,001,740</u>
				Grand Total	<u>\$ 1,812,177</u>



## Agenda Item (VI-B-6-b)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Operational Agreement for BCTC with County of Riverside
College/District	Moreno Valley
Funding	Public Safety Education and Training Fund
Recommended Action	It is recommended the Board of Trustees approve the agreement from July 1, 2012 through June 30, 2015, to supply office space, classroom and laboratory facilities for Ben Clark Training Center with Riverside County.

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### Background Narrative:

Attached for the Board's review and consideration is a renewal of the operational agreement between Riverside Community College District and County of Riverside to supply office space, classroom and laboratory facilities for the purpose of teaching criminal justice, fire technology, emergency medical services and related general education courses at its facility known as the Ben Clark Public Safety Training Center from July 1, 2012 through June 30, 2015. The current rates for the use of facilities, approved by the County Board of Supervisors in March 2009, have not changed. Riverside County has not notified RCCD of any pending rate changes. This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

Prepared By: Greg Gray, Chancellor  
Cordell Briggs, Dean, Public Safety Education and Training

### Attachments:

[Operational Agreement with County of Riverside](#)

1 LICENSE AGREEMENT  
2 BETWEEN  
3 RIVERSIDE COMMUNITY COLLEGE DISTRICT  
4 AND  
5 COUNTY OF RIVERSIDE  
6

7 The RIVERSIDE COMMUNITY COLLEGE DISTRICT, LICENSEE, hereinafter referred  
8 to as "RCCD", and the COUNTY OF RIVERSIDE, a Political Subdivision of the State of  
9 California, LICENSOR, hereinafter referred to as "COUNTY", do hereby agree as follows:

10 The term "Parties" may be used throughout this document to collectively refer to RCCD  
11 and COUNTY.

12 ARTICLE 1. AGREEMENT

13 Section 1.01. COUNTY agrees to supply adequate office and classroom space, as well as the  
14 use of the Mat room, Range, laboratory facilities, and drill grounds for the purpose of teaching  
15 criminal justice, fire technology, emergency medical services and related general coursework  
16 at the COUNTY'S facility known as the Ben Clark Public Safety Training (BCTC), or other  
17 locations as deemed appropriate between the parties.

18 Section 1.02. The designated classrooms, offices, mat room, range, laboratory space and drill  
19 grounds, currently utilized by RCCD, are attached hereto and incorporated herein as Exhibit A.

20 Section 1.03. Classroom assignments will be mutually agreed upon between parties. Any  
21 change to assignments for any of the space mentioned above must be in writing and will be  
22 mutually agreed upon between the parties.

23 ARTICLE 2. TERM OF CONTRACT

24 Section 2.01. This agreement shall be for three years, commencing July 1, 2012, and  
25 terminating June 30, 2015, unless terminated by either party in the manner set forth herein.

26 Section 2.02. In the event the parties intend to renew this agreement at the end of the term for  
27 a one year period, and the parties have not yet finalized a renewal agreement, the terms and  
28 conditions of this agreement will continue in full force and effect, on a month-to-month basis,

1 until a new agreement can be completed, approved and signed by the parties. If RCCD should  
2 incur an increased cost from the current rate of the expired agreement to the new rate of the  
3 renewed agreement, then RCCD shall pay retroactively the differential cost between the  
4 current rate of the expired agreement and the increased rate of the renewed agreement.

5 ARTICLE 3. PAYMENT BASIS

6 Section 3.01. RCCD agrees to compensate COUNTY at rates established and adopted by the  
7 County Board of Supervisors (County Board Policy H-30). Said rates are based on total square  
8 footage of all space utilized by RCCD, on an hourly, a half or whole day's usage. The exception  
9 to a square footage charge would be the use of the range, which is a flat rate per half or whole  
10 day usage. RCCD shall be notified by COUNTY of any proposed change in rates to be charged  
11 prior to COUNTY's submittal to the Board of Supervisors for adoption, and RCCD shall be  
12 given an opportunity to review and approve the proposed change with COUNTY personnel.  
13 Any rate increases shall take effect at the beginning of RCCD's next fiscal year, beginning July  
14 1. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit B.

15 ARTICLE 4. IMPROVEMENTS

16 Section 4.01. In the event RCCD desires to make any improvements, alterations or  
17 installations of fixtures, it shall first notify COUNTY, providing COUNTY with proposed plans (if  
18 applicable) and obtain COUNTY's written approval from the Economic Development Agency, to  
19 make the improvements, alterations, or installation of fixtures. COUNTY shall not withhold  
20 consent unreasonably.

21 Section 4.02. Any improvements or alterations which are made, or fixtures installed, or caused  
22 to be made and installed by RCCD shall become the property of COUNTY with the exception  
23 of trade fixtures as that term is defined by Section 1019 of the Civil Code. At or prior to  
24 expiration of this Agreement, RCCD shall restore the premises to original condition, as nearly  
25 as practicable.

26 Section 4.03. If such trade fixtures are not removed by RCCD, COUNTY may, at its election  
27 either: 1) remove and store them, restoring the premises to its original condition and within  
28 thirty (30) days of removal and storage, seek reimbursement of any costs associated therewith;

1 or 2) take and hold such fixtures as its sole property.

2 ARTICLE 5. SIGNAGE

3 Section 5.01. Other than signs, displays or other forms of advertising which RCCD already has  
4 in place, RCCD shall not add any additional signage, displays or advertising without the written  
5 consent of COUNTY. County shall not withhold consent unreasonably.

6 ARTICLE 6. FURNITURE / EQUIPMENT

7 Section 6.01. COUNTY shall provide furniture in the classroom areas. RCCD shall have the  
8 right to install portable equipment and fixtures as may be necessary for conducting classes and  
9 such equipment shall remain the property of RCCD.

10 Section 6.02. RCCD shall provide all office furniture and equipment that may be required for  
11 conducting business at BCTC.

12 ARTICLE 7. INGRESS / EGRESS

13 Section 7.01. RCCD shall be permitted ingress and egress to and from the premises through  
14 such doors and routes as are designated by the COUNTY through its Sheriff's Department and  
15 Fire Department.

16 ARTICLE 8. CUSTODIAL / MAINTENANCE

17 Section 8.01. COUNTY shall provide for custodial services in connection with the premises  
18 and shall maintain the premises in good working order and repair.

19 ARTICLE 9. UTILITIES

20 Section 9.01. COUNTY shall provide, or cause to be provided, all utility services, including, but  
21 not limited to, electric, water, gas, refuse collection and sewer services necessary for the  
22 operation, maintenance and use of the premises. In addition, COUNTY shall provide internet  
23 infrastructure for all office space used by RCCD.

24 ARTICLE 10. INSPECTION OF PREMISES

25 Section 10.01. COUNTY shall have, at any time during normal business hours, the right to  
26 enter the premises used by RCCD for the purpose of inspecting, monitoring and evaluating the  
27 obligations of RCCD hereunder and for the purpose of doing any and all things which it is  
28 obligated and has a right to do under this Agreement.



1 Section 10.02. COUNTY will do everything possible in connection with any inspections to see  
2 that classes in session at time of inspection are disrupted as little as possible.

3 ARTICLE 11. QUIET ENJOYMENT

4 Section 11.01. RCCD shall have, hold and quietly enjoy the use of the premises so long as it  
5 shall fully and faithfully perform the terms and conditions that it is required to do under this  
6 Agreement.

7 ARTICLE 12. TERMINATION

8 Section 12.01. COUNTY shall have the right to terminate this Agreement forthwith if RCCD:

- 9 a. Files for voluntary or involuntary bankruptcy;
- 10 b. makes a general assignment or RCCD's interest hereunder is assigned  
11 involuntarily or by operation of law, for the benefit of creditors;
- 12 c. abandons the premises; or
- 13 d. refuses to meet any of its obligations hereunder or as otherwise provided by  
14 law.

15 Section 12.02. Notwithstanding the provisions in Section 12.01 above, either party may  
16 terminate this Agreement upon notice in writing to the other party of not less than six (6)  
17 months prior to the effective date of termination. Whether termination is by COUNTY or  
18 RCCD, it will coincide with the end of a semester.

19 ARTICLE 13. INSURANCE

20 Section 13.01. RCCD shall provide Workers Compensation Insurance in accordance with the  
21 laws of the State of California. RCCD, being self-insured, shall not be entitled to recover any  
22 costs, settlements, or expenses of Workers Compensation claims arising from this Agreement,  
23 from COUNTY. RCCD shall provide an endorsement of coverage to waive subrogation in favor  
24 of COUNTY.

25 Section 13.02. RCCD shall procure and maintain commercial general liability insurance  
26 coverage that shall protect from claims for damages for personal injury, including, but not  
27 limited to, accidental and wrongful death, as well as from claims for property damage, which  
28 may arise from RCCD's use of premises or the performance of its obligations hereunder,

1 whether such use of performance is by RCCD, or by anyone employed directly or indirectly by  
2 RCCD while acting in the scope of employment. Said insurance shall provide for limits of not  
3 less than One Million Dollars (\$1,000,000) per occurrence. RCCD shall have insurer endorse  
4 its policy to add COUNTY as an additional insured.

5 Section 13.03. RCCD shall provide, upon COUNTY's request, a Certificate of Insurance  
6 showing that such insurance is in full force and effect and in the limits required.

7 Section 13.04. The above insurance requirements may be met with a program of self-  
8 insurance, though a Joint Powers Authority, or a combination of both; however, it is agreed  
9 between the parties that the administration of any self-insurance will be done in a manner as if  
10 all insurance requirements contained herein are part of RCCD's self-insurance program.

11 Section 13.05. The specified insurance limits herein shall in no way limit or circumscribe  
12 obligations to indemnify and hold COUNTY free and harmless herein.

#### 13 ARTICLE 14. LIABILITY/INDEMNITY

14 Section 14.01. The Parties, their officers, agents, and employees, shall not be deemed to have  
15 any liability for the negligence, or any other act or omission of the other party or any of the  
16 other party's officers or employees, or for any dangerous or defective condition of any work or  
17 property of the other party.

18 Section 14.02. RCCD shall indemnify and hold COUNTY, its officers, agents, employees and  
19 independent contractors, free and harmless from any claim or liability whatsoever, based or  
20 asserted upon the condition of work or property of RCCD, or upon any act or omission of  
21 RCCD, its officers, agents, employees, subcontractors and independent contractors, for  
22 property damage, bodily injury or death, or any other element of damage of any kind or nature,  
23 and RCCD shall defend, at its expense including attorney fees, COUNTY, its officers, agents,  
24 employees and independent contractors, in any legal action or claim of any kind based upon  
25 such conditions of work or property, or alleged acts or omissions.

26 Section 14.03. COUNTY shall indemnify and hold RCCD, its Trustees, officers, agents,  
27 employees and independent contractors, free and harmless from any claim or liability  
28 whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents,

1 employees, subcontractors and independent contractors, for property damage, bodily injury or  
2 death, or any other element of damage of any kind or nature, and COUNTY shall defend, at its  
3 expense including attorney fees, RCCD, its Trustees, officers, agents, employees and  
4 independent contractors, in any legal action or claim of any kind based upon such alleged acts  
5 or omissions.

6 Section 14.04. It is understood and agreed that all persons hired or engaged by RCCD shall  
7 be considered to be employees or agents of RCCD and not of COUNTY.

8 Section 14.05. RCCD, its assignees and successors in interest, shall be bound by all the terms  
9 and conditions contained in this Agreement, and all of the parties thereto shall be jointly and  
10 severally liable hereunder.

#### 11 ARTICLE 15. LIMITATIONS

12 Section 15.01. RCCD shall not assign, sublet, mortgage, hypothecate or otherwise transfer in  
13 any manner any of its rights, duties, or obligations hereunder to any person or entity without  
14 first obtaining the written consent of COUNTY.

15 Section 15.02. COUNTY reserves the right to close BCTC during times of emergency or when  
16 needed by the Sheriff or Fire Departments for their activities. COUNTY shall notify RCCD of  
17 any such closure as soon as practicable, but not less than 48 hours prior to closure, unless the  
18 closure is for an emergency due to a natural disaster or a catastrophic event and in that case,  
19 notice shall be as soon as possible after the decision to do the closure.

20 Section 15.03. All range firing will be under direct supervision of BCTC Range Safety Officers  
21 who have completed a Peace Officer Standards and Training (POST) approved firearms  
22 instructors certification course or satisfactorily completed the BCTC's prescribed Range Safety  
23 Officer's Course.

24 Section 15.04. RCCD shall comply with all facility use rules.

#### 25 ARTICLE 16. NOTICES

26 Section 16.01. Any notices required or desired to be served by either party upon the other  
27 shall be addressed to the respective parties as set forth below:  
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**COUNTY:**

Stanley Sniff, Sheriff-Coroner  
P.O. Box 512  
Riverside, CA 92502  
  
John R. Hawkins, Fire Chief  
210 W. San Jacinto Street  
Perris, CA 92507  
  
Assistant County Executive Officer  
Economic Development Agency  
County of Riverside  
3133 Mission Inn Avenue  
Riverside, CA 92507

**RCCD:**

Cordell Briggs, Dean  
Public Safety Education and Training  
Ben Clark Training Center  
16791 Davis Avenue  
Riverside, CA 92518  
  
Ruth W. Adams, Esq.  
Director, Compliance & Legal Services  
Riverside Community College District  
1533 Spruce Street  
Riverside, CA 92507

Section 16.02. Or to such other addresses from time to time shall be designated by the respective parties. An information copy of any notice to COUNTY shall also be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street  
Riverside, CA 92501

**ARTICLE 17. CONFORMITY WITH LAW AND SAFETY**

Section 17.01. RCCD shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the subject matter hereof, including all provisions of

1 the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable  
2 federal, state, municipal and local safety regulations.

3 Section 17.02. If a death, serious personal injury or substantial property damage occurs in  
4 connection with the performance of this Agreement, RCCD shall immediately notify the BCTC  
5 staff or Riverside County Sheriff Dispatch.

6 Section 17.03. RCCD shall promptly submit to COUNTY a written report, in such form as may  
7 be required by COUNTY or all accidents that occur in connection with this Agreement. This  
8 report must include the following information:

- 9 1. Name and address of the injured or deceased person(s).
- 10 2. Name and address of RCCD's risk manager for purposes of insurance coverage.
- 11 3. A detailed description of the accident and whether any of COUNTY's equipment,  
12 tools, material or staff involved.

#### 13 ARTICLE 18. DRUG-FREE WORKPLACE

14 Section 18.01. RCCD and its employees shall comply with the COUNTY's policy of  
15 maintaining a drug-free workplace. RCCD's employees shall not unlawfully manufacture,  
16 distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code,  
17 Section 812, including marijuana, heroin, cocaine and amphetamines at any COUNTY facility,  
18 including the training facilities. If any employee of RCCD is convicted or pleads nolo  
19 contendere to any criminal drug statute violation occurring at any COUNTY facility or work site,  
20 RCCD, within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall  
21 constitute a material breach of this Agreement.

#### 22 ARTICLE 16. NON-DISCRIMINATION

23 Section 16.01. During the performance of this Agreement, Contractor and subcontractors shall  
24 not unlawfully discriminate, harass, or allow harassment against any employee or applicant for  
25 employment because of sex, race, color, ancestry, religious creed, national origin, physical  
26 disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40),  
27 marital status, and denial of family care leave. Contractor and subcontractors shall insure that  
28 the evaluation and treatment of their employees and applicants for employment are free from

1 such discrimination and harassment. Contractor and subcontractors shall comply with the  
2 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the  
3 applicable regulations promulgated there under (California Code of Regulations, Title 2,  
4 Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing  
5 Commission implementing government Code Section 12990 (a-f), set forth in Chapter 5 of  
6 Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement  
7 by reference and made a part hereof as if set forth in full. Contractor and its subcontractors  
8 shall give written notice of their obligations under this clause to labor organizations with which  
9 they have a collective bargaining or other Agreement.

10 ARTICLE 17. PARTIAL INVALIDITY

11 Section 17.01. If any provision of this Agreement is held by a court of competent jurisdiction to  
12 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full  
13 force without being impaired or invalidated in any way.

14 ARTICLE 18. ALTERATION OF TERMS

15 Section 18.01. No addition to, or alternation of, the terms of this Agreement, whether by written  
16 or verbal understanding of the parties, their officers, agents, or employees, shall be valid  
17 unless made in the form of a written amendment to this Agreement, which is formally approved  
18 and executed by both parties.

19 ARTICLE 19. GOVERNING LAW

20 Section 19.01. This Agreement will be governed by and construed in accordance with the laws  
21 of the State of California and the venue of any action or proceeding in connection herewith  
22 shall be the County of Riverside, State of California.

23 ///

24 (Signatures on Next Page)

25

26

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28

1 ARTICLE 20. ENTIRE AGREEMENT

2 Section 20.01. This Agreement is intended by the parties hereto as a final expression of their  
3 understanding, with respect to the subject matter hereof and as a complete and exclusive  
4 statement of the terms and conditions thereof and supersedes any and all prior and  
5 contemporaneous agreements and understandings, oral or written, in connection therewith.

6 Section 20.02. The duly authorized representatives of the parties have signed in confirmation  
7 of this Agreement as of the dates indicated below.

8 LICENSEE  
9 RIVERSIDE COMMUNITY COLLEGE  
10 DISTRICT:

COUNTY OF RIVERSIDE

11 By: \_\_\_\_\_  
12 James L. Buisse, Vice Chancellor  
Administration and Finance

By: \_\_\_\_\_  
John Tavaglione, Supervisor  
Riverside County Board of Supervisors

13 By: \_\_\_\_\_  
14 Cordell Briggs, Dean  
Public Safety, Education and Training

17 ATTEST:  
18 Kecia Harper-Ihem  
Clerk of the Board

19 By: \_\_\_\_\_  
20

21 APPROVED AS TO FORM:  
22 Pamela J. Walls  
County Counsel

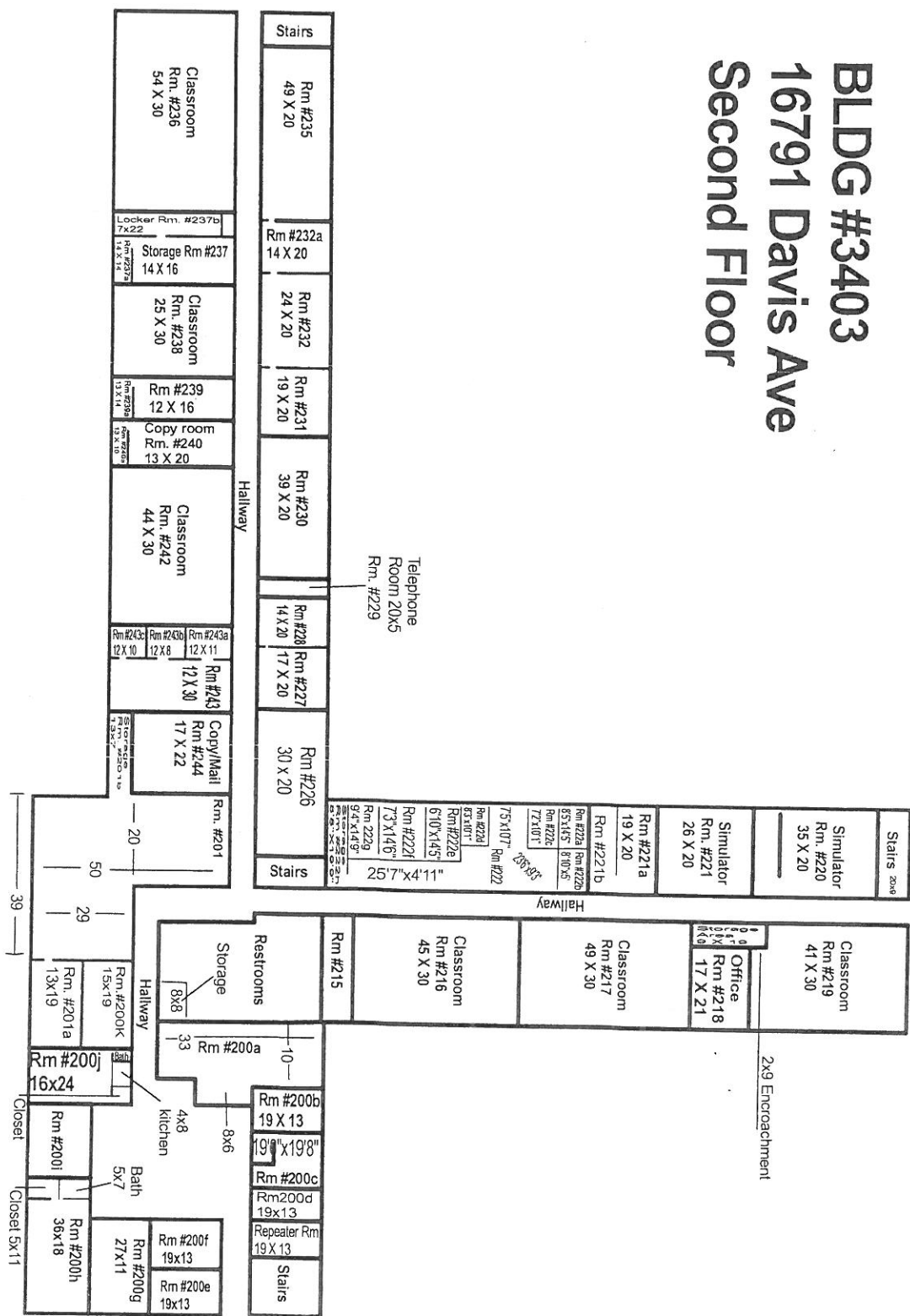
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24 By: Synthia M. Gunzel  
Synthia M. Gunzel  
25 Deputy County Counsel  
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## BLDG #3403 16791 Davis Ave Second Floor



**EXHIBIT "A"**

12th Street

**GRINDER**

Mat Room 20694 B Bldg #1	Mat Room 20694 D Bldg #3	Mat Room 20694 A Bldg #2	Mat Room 20694 C Bldg #4	Mat Room 20694 E Bldg #6
Mat Room 20792 B Bldg #7	Mat Room 20792 D Bldg #9	Mat Room 20792 F Bldg #11	Mat Room 20792 G Bldg #13	Mat Room 20792 H Bldg #15

NO PARKING NO PARKING NO PARKING NO PARKING NO PARKING

11th Street

**PARKING**

RSO Dispatch Training Unit/M&K Bldg #24	Unit Services 20786 J/Bldg 26	AOT Classrom 20786 L/Bldg 28	AOT Classrom 20786 M/Bldg 29	AOT Classrom 20786 N/Bldg 30	AOT Classrom 20786 O/Bldg 31	AOT Classrom 20786 P/Bldg 32	AOT Classrom 20786 Q/Bldg 33	AOT Classrom 20786 R/Bldg 34	CRP Classrom 20786 S/Bldg 35
AOT/DT/ Range & EVOIC Staff Offices 20786 G Bldg #23	AOT Classrom 20786 H/Bldg #25	AOT Classrom 20786 I/Bldg 27	AOT Classrom 20786 K/Bldg 29	AOT Classrom 20786 L/Bldg 31	AOT Classrom 20786 M/Bldg 33	AOT Classrom 20786 N/Bldg 35	AOT Classrom 20786 O/Bldg 37	AOT Classrom 20786 P/Bldg 39	CRP Classrom 20786 Q/Bldg 41

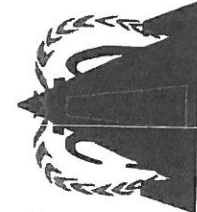
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**PERSONNEL PARKING**



D a v i d S A v e .

**BEN CLARK TRAINING CENTER  
RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT  
MODULAR  
OFFICES & CLASSROOMS**  
(Not to Scale)



Plummer Street



B u n d y A v e

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
<b>BEN CLARK PUBLIC SAFETY TRAINING CENTER FACILITY USE</b>	<b>H-30</b>	<b>1 of 1</b>

PURPOSE

This policy provides guidelines for the use of the Ben Clark Public Safety Training Center.

FACILITY DESCRIPTION

The Ben Clark Public Safety Training Center is located in Riverside County and jointly operated by the Riverside County Sheriff's and Riverside County Fire Departments. The center offers a variety of training facilities and venues for public safety personnel.

CONDITIONS OF USE

1. Use of the facility is on a space available basis. The Riverside County Sheriff and Fire departments have priority usage.
2. Use of the facility is restricted and available only to agencies that provide a nexus to local and state public safety training. Any request for use outside public safety training operations must be addressed to Riverside County Facilities Management.
3. Reservations for facility use can be made by contacting either the Riverside County Sheriff or Riverside County Fire at the Ben Clark Public Safety Training Center.
4. Non-county entities will be required to complete an "Agreement for Use of the Ben Clark Public Safety Training Center" at least two weeks prior to the requested use date. The user agrees to pay the County the facility use fees approved by the Board of Supervisors. The Board reserves the right to periodically revise these rates.
5. Displays of art and the distribution of information or other media must be reviewed and approved in advance by either the Riverside County Sheriff or Fire Department Ben Clark Public Safety Training Center commander.
6. All buildings at the training center are non-smoking. Smoking on the grounds is only permitted in identified designated areas.

**Reference:**

Minute Order 3.13 of 05/05/09

# EXHIBIT "B"

## EXHIBIT A

### Schedule of Fees For Ben Clark Training Center FY08/09

Fee Type		Rate	Usage
Office	\$	2.13	Per Square Foot Per Month
Classroom	\$	0.16	Per Square Foot Per Day
	\$	0.08	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Conference Room	\$	0.02	Per Square Foot Per Hour (Minimum use 1 hour)
Mat Room:	\$	0.10	Per Square Foot Per Day
	\$	0.05	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Lodging	\$	34.00	Per Night Per Guest
Range	\$	413.76	Per Day Per Bay
	\$	206.88	Per Half Day Per Bay (Minimum use 4 hours = Half Day)
Weapon & Ammunition Storage	\$	0.32	Per Square Foot Per Day
Vehicle & Equipment Storage	\$	0.04	Per Square Foot Per Day
Drill Grounds	\$	0.0060	Per Square Foot Per Day
	\$	0.0030	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)



## Agenda Item (VI-B-6-c)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Award to Support Mental Health Curriculum for Physician Assistant Program
College/District	Moreno Valley
Funding	Grant from Office of Statewide Planning and Development
Recommended Action	It is recommended that the Board of Trustees accept the award from the Office of Statewide Planning and Development in the amount of \$99,999.00 for the continuation of the Mental Health Fellowship Program.

---

### Background Narrative:

The Physician Assistant Program received funding (\$99,999.00) from the Office of Statewide Planning and Development to support the continuation of the Mental Health Fellowship Program for Physician Assistant graduates. The fellowship program has been established between RCCD, Riverside County Regional Medical Center, and Riverside County Department of Mental Health. The program prepares the graduates to work in public mental health settings. The term of this agreement is July 1, 2012 through August 15, 2014.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Sylvia Thomas, Associate Vice Chancellor, Educational Services  
Sandra Mayo, President, Moreno Valley College  
Roslynn Byous, Director

### Attachments:

[Agreement - Song Brown Grant between State Agency and RCCD MVC attachment.pdf](#)

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

AGREEMENT NUMBER 12-3067
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development (OSHPD)

CONTRACTOR'S NAME

Riverside Community College District – Moreno Valley College

2. The term of this Agreement is: 07/01/2012 through 08/15/2014  
 or upon DGS approval

3. The maximum amount of this Agreement is: \$ 99,999.00  
 Ninty-nine thousand, nine hundred ninty-nine dollars and zero cents

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

Exhibit A – Scope of Work 02 page(s)

Exhibit B – Budget Detail and Payment Provisions 03 page(s)

Exhibit C\* – General Terms and Conditions GTC610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 01 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 04 page(s)

Attachment A 03 page(s)

Attachment B 03 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

**CONTRACTOR**

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

Riverside Community College District – Moreno Valley College

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Buysse, Ph.D., Vice Chancellor of Administration and Finance

ADDRESS

4800 Magnolia Avenue  
 Riverside, CA 92551

**STATE OF CALIFORNIA**

AGENCY NAME

OSHPD

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Reilly, AGPA Procurement and Contract Services

ADDRESS

400 R Street, Suite 359, Sacramento, Ca 95811

California Department of General  
 Services Use Only

Exempt per:

**EXHIBIT A**

- C. Submission of a progress report evaluating the program's effectiveness after Payment Year 1. (See Attachment A)
- D. Submission of a complete final report including data outcomes for the program at the end of the Payment Year 2. (See Attachment B)
- E. OSHPD agrees to provide:
  - A. The Program Director of the Physician Assistant Program, the master certification form and instructions prior to the effective date of the contract (07/01/2012) for Payment Year 1 (2012/2013), and each Payment Year thereafter.

2. Direct all contract inquiries to:

Requesting Agency: OSHPD	Contracting Agency: Riverside Community College District
Name: Manuela Lachica, Program Director	Name: Jim Buysse, PhD, Vice Chancellor of Administration and Finance
Phone: (916) 326-3752	Phone: (951) 571-6166
Fax: (916) 322-2588	Fax: N/A
E-mail: manuela.lachica@oshpd.ca.gov	E-mail: jim.buysse@rccd.edu

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

Requesting Agency: OSHPD	Training Program: RCRMC Moreno Valley College
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Physician Assistant Program
Attention: Melissa Omand, Program Analyst	Attention: Roslynn Byous, DPA, PA-C Program Director
Address: 400 R Street, Room 330 Sacramento, CA 95811	Address: 16130 Lasselle Street, Moreno Valley, CA 92551
Phone: (916) 326-3755	Phone: (951) 571-6166
Fax: (916) 322-2588	Fax: (951) 571-6221
E-mail: Melissa.omand@oshpd.ca.gov	E-mail: Roslynn.byous@rccd.edu

## EXHIBIT B

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

**PAYMENT YEAR 2: 07-01-2013 to 06-30-2014**

**PERSONNEL SERVICES:****Total Reimbursement  
Not to Exceed:**

Graduate Physician Assistant Fellow #1  
Six month stipend and fixed charges

\$27,000

**OTHER COSTS:**

Supplies, equipment (under \$500.00), postage  
Duplication, equipment maintenance, communication  
and memberships

\$ 500

Indirect Costs

\$ 2,200

**Sub-total for Payment Year 2: 07-01-2013 to 06-30-2014**

**\$29,700**

**Contract Total**

**\$ 99,999.00**



**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract may be submitted to non-binding arbitration after the following process, has been completed:

- A. The Contractor first discusses a problem informally with the Family Physician Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- B. The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
- C. Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to non-binding arbitration.

**2. TRAVEL**

Travel and per diem reimbursement shall be in accordance with University travel regulations and rates. Reimbursement of out-of-state travel requires prior written authorization by the Office of Statewide Health Planning and Development (OSHPD) program Contract Manager who may either approve said travel in a budget exhibit or issue a letter of approval if such travel was not previously specified in an approved budget. A copy of the Contractor's approved travel rates shall be provided to OSHPD upon request.

EXHIBIT E

**2. Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on February 16, 2000.**

I. Contract Awards

- A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (the Act), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Programs.
- C. No contracts shall provide for indirect costs in excess of 8% of the amount of total expenditures under the contract.
- D. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.
- E. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the education of Primary Care Physician Assistant students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.
  - 2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, necessary alterations and renovations, and supplies and travel directly related to the training program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.
- B. Each contract shall specify the total amount allowable under the contract and allowable in each budget category authorized under the contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

**EXHIBIT E**

3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The education institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may, in fulfillment of its obligation to retain the records as required by this clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two (2) years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives

**ATTACHMENT A**

**Budget Information**

Included is a budget schedule from your contract. Please note any adjustments in your line item expenditures for Payment Year 1(2012-2013) and Payment Year 2 (2013-2014). Please explain any differences from your submitted budget schedule.

**Payment Year 1: 2012-2013**

PERSONNEL SERVICES:	TOTAL REIMBURSEMENT NOT TO EXCEED	ADJUSTMENT
<b>OPERATING EXPENSES:</b>		
<b>Other Costs:</b>		
Indirect costs		
<b>Contract Year 2012-2013</b>		
<b>Sub-Total</b>		

**Payment Year 2: 2013-2014**

PERSONNEL SERVICES:	TOTAL REIMBURSEMENT NOT TO EXCEED	ADJUSTMENT
<b>OPERATING EXPENSES:</b>		
<b>Other Costs:</b>		
Indirect costs		
<b>Contract Year 2013-2014</b>		
<b>Sub-Total</b>		

<b>Contract Total</b>	
-----------------------	--

Do you anticipate you will need to amend your budget for the Payment Year 2?

Yes

No

**Explanation:**

**ATTACHMENT B**

**Physician Assistant Mental Health Special Program – Final Report**

- This form is a **SAMPLE** only
- The original will be available for download on April 1, 2014
- Download at: <http://www.oshpd.ca.gov>

**Program Data**

How many students are currently enrolled in your program?	
How many of those students participate in your Physician Assistant Mental Health special program?	
How many graduates have participated in your PA Mental Health Special program?	
How many graduates have taken positions in Mental Health Professional Shortage Areas (MHPSA's) or Public Mental Health Sites? MHPSA information website: <a href="http://www.oshpd.ca.gov/General_Info/MSSA/Maps/HPSA_Mental.pdf">http://www.oshpd.ca.gov/General_Info/MSSA/Maps/HPSA_Mental.pdf</a>  Please provide an additional sheet listing the graduate names and current practice site address.	

1. Provide a brief overview of your programs successes and/or challenges in meeting the objectives of your special program.

2. How many hours did students participate in psychiatric rotations?

Total student hours per Academic Term/Year	
Hours Per Student	

3. What, if any, difficulties are your graduates having in securing employment in a MHPSA or Public Mental Health setting

**ATTACHMENT B**

**Program Information**

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Please provide the following information:

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Program Director Name	Degrees	Title of Position
-----------------------	---------	-------------------

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Mailing Address (Organization, Street, City, State, Zip Code)

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E-Mail Address	Telephone No.	FAX Number
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**CERTIFICATION AND ACCEPTANCE (Please sign report in blue ink):**  
**I, the undersigned, certify that the statements herein are true and complete to the best of my knowledge:**

---

Program Director	Date
------------------	------

**AGREEMENT SUMMARY**

STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
12-3067	

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Riverside Community College District – Moreno Valley College	2. FEDERAL I.D. NUMBER 33-0831357
--	--------------------------------------

3. AGENCY TRANSMITTING AGREEMENT Office of Statewide Health Planning & Development	4. DIVISION, BUREAU, OR OTHER UNIT HWDD	5. AGENCY BILLING CODE 88305
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
Melissa Omand (916) 326-3753

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 NO       YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
 To help increase the numbers of physician assistants practicing in Public Mental Health Sites in the underserved areas of California.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 Funding is provided to the Riverside County Regional Medical Center/Moreno Valley Physician Assistant Program for academic years 2012-13 and 2013-14 to support the continuous funding of the Mental Health Fellowship Program that has been established in collaboration with the Riverside Department of Health. Funding will allow an enrollment of three Physician Assistant graduates.

10. PAYMENT TERMS (More than one may apply.)  
 MONTHLY FLAT RATE       QUARTERLY       ONE-TIME PAYMENT       PROGRESS PAYMENT  
 ITEMIZED INVOICE       WITHHOLD \_\_\_\_\_%       ADVANCED PAYMENT NOT TO EXCEED  
 REIMBURSEMENT/REVENUE \$ \_\_\_\_\_ or \_\_\_\_\_%  
 OTHER (Explain)

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
MHSF	4140-101-3085	11/12	33	2011	\$ 99,999.00
					\$

OBJECT CODE 0030-03206-751.15      AGREEMENT TOTAL \$ 99,999.00

OPTIONAL USE      AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 99,999.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.      PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$

ACCOUNTING OFFICER'S SIGNATURE      DATE SIGNED      TOTAL AMOUNT ENCUMBERED TO DATE \$ 99,999.00

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/2012	08/15/2014	\$ 99,999.00	
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 99,999.00	

(Continue)



## Agenda Item (VI-B-6-d)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-d)
Subject	Sub Contract for Completion Counts Initiative with Alvord Unified School District
College/District	Riverside
Funding	Completion Counts Initiative
Recommended Action	Recommend the Board of Trustees approve the Sub Contract with Alvord Unified School District.

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### Background Narrative:

Attached for the Board's review and consideration is a sub-contract agreement between Riverside Community College District on behalf of Riverside City College and Alvord Unified School District to engage in designated activities to improve college entry and completion and other postsecondary outcomes for young people age 16-26. The sub-contract agreement provides \$290,549 for services from July 1, 2012 through June 30, 2013. Funding for this sub-contract agreement is from a grant provided by the Bill and Melinda Gates Foundation. This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

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

### Attachments:

[Completion Counts Sub Contract - AUSD](#)



## SUBCONTRACT AGREEMENT

This Agreement made and entered into by and between ALVORD UNIFIED SCHOOL DISTRICT (AUSD), herein referred to as AUSD and RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF RIVERSIDE CITY COLLEGE herein referred to as THE COLLEGE. The funding for this Agreement is derived from The Gates Foundation Community Learning in Partnership (CLIP) Grant.

WHEREAS, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required, and WHEREAS, AUSD has the expertise, and experience to perform the duties set out herein. Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: AUSD shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is understood by the parties that this agreement replaces the previous sub-contract agreement and subsequent amendments. It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for AUSD'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify AUSD in writing, and reimburse AUSD for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force.

2.1 This Agreement shall be effective as of January 1, 2012 and continue in effect through June 30, 2013.

3. INDEPENDENT PARTIES: For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. The COLLEGE and AUSD are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
4. INDEMNIFICATION:
  - (a) The COLLEGE shall indemnify, defend and hold harmless the Trustees of the Alvord Unified School District, their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of AUSD.
  - (b) AUSD shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees from and against all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of

litigation) of every nature arising out of or in connection with AUSD's performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of The COLLEGE.

5. **INSURANCE:** AUSD shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
6. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, AUSD will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by either party, all costs and non-cancelable commitments incurred thereafter will be the responsibility of AUSD.
7. **CONFLICT OF INTEREST:** AUSD shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. However, nothing in this AGREEMENT shall be construed to limit the freedom of AUSD, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts, or agreements with parties other than the COLLEGE.
8. **ASSIGNMENT:** This Agreement shall not be assigned by AUSD either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by AUSD without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.
9. **NONDISCRIMINATION:** AUSD agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.
10. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
11. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:
  - (a) information which is or becomes publicly known through no fault of RECIPIENT;

- (b) information learned from a third party entitled to disclose such information;
- (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT's prior written records;
- (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
- (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by AUSD for a period of three (3) years from submission of the final project and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, AUSD may substitute electronic copies of original records.

The COLLEGE or any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of AUSD to make audits, examinations, excerpts and transcripts.

13. **COSTS/INVOICING:** In consideration of AUSD's performance hereunder, the COLLEGE agrees to reimburse AUSD's costs incurred while performing agreed Completion Counts activities, in the amount of two hundred ninety thousand five hundred forty nine and no/100 dollars (\$290,549.00). This amount shall not be exceeded by AUSD without the written authorization of the COLLEGE. The COLLEGE shall reimburse AUSD on a quarterly basis for costs/expenses associated with this Agreement. AUSD shall submit quarterly invoices to the COLLEGE which shall include detailed verification of all costs/expenses incurred. Invoices will be sent to the following address:

Cindy Taylor  
Director, Riverside CLIP  
4800 Magnolia Ave.  
Riverside, CA 92506  
(951) 222-8065

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Alvord Unified School District and shall be mailed to:

Alvord Unified School District  
4671 La Sierra Avenue  
Riverside, CA 92505

A final statement of cumulative costs/expenses incurred by AUSD, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after this MOU end date. This final statement of costs/expenses shall constitute FOUNDATION'S final financial report.

14. TRAVEL: All travel expenses for individuals assigned by AUSD to perform work under this Agreement, shall not exceed amounts normally allowed in accordance with AUSD's written travel policy.
15. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, each party will be responsible for their own attorney's fees.
16. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the THE COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
17. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
  1. AUSD certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
  2. If AUSD is unable to make such certification, it shall provide COLLEGE with an explanation.
18. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990(Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, AUSD certifies that it will continue to provide a drug-free workplace.
19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the project proposal, and (d) the purchase order, it being understood and agreed that any purchase order or similar document issued by

AUSD will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Cindy Taylor  
Director, Riverside CLIP  
4800 Magnolia Ave  
Riverside, CA 92506

Cynthia Woods, Assistant Superintendent  
Alvord Unified School District  
4671 La Sierra Avenue  
Riverside, CA 92505

22. FORCE MAJEURE: ASUD shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

23. ARBITRATION: It is expected that both parties will make every effort to resolve any issue, conflict or dispute which may arise between them informally and equitably, and without the need for intervention by third parties, unless the parties agree that such intervention (e.g., a mutually acceptable mediator or fact finder) would assist in resolution of the issue, conflict or dispute. Both parties agree to participate in good faith in attempting any such resolutions. If, nonetheless, such informal resolution is unsuccessful, except for claims falling within the jurisdiction of small claims court, any and all disputes arising under or relating to the performance of the services contracted for under this Agreement and any other claim arising under or relating to this Agreement, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association of any successor thereto. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. Such arbitration shall be final and binding upon the parties and shall be the sole and exclusive remedy of the parties with respect to any dispute arising out of, relating to or resulting from the interpretation of the terms of this Agreement or its breach. The costs of such arbitration shall be allocated by the arbitrator under applicable law. Each party shall be responsible for its own attorneys' fees, unless the arbitrator makes an award of costs and attorney's fees under applicable law.

28. USE OF NAMES – COLLEGE shall not employ or use the name of AUSD in any promotional materials, advertising, or in any other manner without the prior express

written permission of AUSD, except that COLLEGE may, during the term of this Agreement, state that it is assisting with a Project at AUSD.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Riverside Community College District  
On behalf of Riverside City College

Alvord Unified School District

\_\_\_\_\_

\_\_\_\_\_

By: James Buysse, Vice Chancellor  
Administration and Finance

By: Cynthia Woods  
Assistant Superintendent

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## EXHIBIT A

### Scope of Work

AUSD continues to engage in Completion Counts-A Riverside Learning Partnership activities committed to improving college completion and other postsecondary outcomes for young people age 16-26. The agreed activities will include the following:

- **English PLC**  
The AUSD English PLC will design and implement a Summer writing Institute for instructors focusing on grammar, sentence skills, teaching strategies, use of technology, and alignment high school and college expectations. High school teachers will participate in norming sessions with high school ERWC essays. The English PLC will collaborate with RCC faculty to develop a common final that will serve as a tool for articulation. Will develop and implement expository modules and grammar units in grades 9-11 to build college readiness. Teachers to attend ERWC training at Cal State University, San Bernardino.
- **Math PLC**  
AUSD will implement an Intermediate Algebra at each comprehensive high school. The PLC committee will meet to develop a common pedagogy, examine student work, assessments, and instructional practices. With feedback from RCC faculty and high school teachers will collaborate and refine math assessments. Teachers to attend professional development seminars focusing on “Brining Mathematics to Life Through Modeling”.
- **Counseling PLC**  
AUSD Counseling PLC will fully implement the Career Cruising curriculum providing all students with regular ongoing access and guided instruction. Will provide students and family a complete understanding of RCC’s 2-year guarantee. Will participate in the FAFSA campaign increasing applications by 10%. Will attend professional development conferences and workshops that builds professional expertise in the areas of college and career preparation.
- **AUSD Completion Counts Director**  
The AUSD Completion Counts Director will oversee and manage the day-to-day activities to ensure all Completion Counts objectives are met. The Director will serve as a liaison between each of the PLCs and the District’s high school. The Director will coordinate and staff FAFSA workshops. The Director will coordinate the implementation of the ERWC and integrated math courses. The Director will ensure that each high school is provided with the assistance needed for a successfully implementing refined curriculum.
- **Ed Trust West**  
AUSD will contract with Ed Trust west to conduct an educational audit and development of a “blueprint for action” leading toward the development of transforming policies and practices toward adopting a “A-G” graduation requirement.

	Budget
English PLC	\$ 68,422.00
Mathematics PLC	\$ 31,680.00
Counseling PLC	\$ 20,607.00
Completion Counts Director	\$ 30,000.00
Ed Trust West	\$134,840.00
Operational Costs	\$ 5,000.00
Total	\$ 290,549.00

Operational expenses include expendable item such as office supplies, printing, and instructional supplies. Operational expenses will also include meeting expense, travel, conference expense, and lodging.

THE COLLEGE will reimburse AUSD the cost of staff salary and benefits for the specified personnel assigned to the Completion Counts-A Riverside Learning Partnership for completion of the deliverables and tasks listed above. The College will also reimburse AUSD the cost of materials, supplies, reproduction costs, travel, lodging, meals and telephone expense necessary for the completion of the scope of work.

AUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a quarterly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of each quarter. Invoicing will not exceed the following annual budget without a written amendment to this agreement:





## Agenda Item (VI-B-6-e)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-e)
Subject	Sub Contract for Completion Counts Initiative with Riverside Unified School District
College/District	Riverside
Funding	Completion Counts Initiative
Recommended Action	Recommend the Board of Trustees approve the amendment to the Sub Contract with RUSD

---

### Background Narrative:

Attached for the Board's review and consideration is a sub-contract agreement between Riverside Community College District on behalf of Riverside City College and Riverside Unified School District to engage in designated activities to improve college entry and completion and other postsecondary outcomes for young people age 16-26. The sub-contract agreement provides \$404,862 for services from July 1, 2012 through June 30, 2013. Funding for this sub-contract agreement is from a grant provided by the Bill and Melinda Gates Foundation. This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

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

### Attachments:

[Completion Counts Sub Contract - RUSD](#)

## SUBCONTRACT AGREEMENT

This Agreement made and entered into by and between RIVERSIDE UNIFIED SCHOOL DISTRICT, herein referred to as RUSD and RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF RIVERSIDE CITY COLLEGE, herein referred to as THE COLLEGE. The funding for this Agreement is derived from The Gates Foundation Community Learning in Partnership (CLIP) Grant.

**WHEREAS**, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required; and

**WHEREAS**, RUSD has the expertise, and experience to perform the duties set out herein.

Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DESCRIPTION OF SERVICES:** RUSD shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
2. **PERIOD OF PERFORMANCE:** It is understood by the parties that this agreement replaces the previous sub-contract agreement and subsequent amendments. It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for RUSD'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify RUSD in writing, and reimburse RUSD for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force.

2.1 This Agreement shall be effective as of July 1, 2012 and continue in effect through June 30, 2013.

3. **INDEPENDENT PARTIES:** For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. The COLLEGE and RUSD are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
4. **INDEMNIFICATION:**
  - (a) The COLLEGE shall indemnify, defend and hold harmless the Trustees of the Riverside Unified School District, their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of RUSD.

- (b) RUSD shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees from and against all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with RUDS's performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of The COLLEGE.
5. **INSURANCE:** RUSD shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
  6. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, RUSD will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by either party, all costs and non-cancelable commitments incurred thereafter will be the responsibility of RUSD.
  7. **CONFLICT OF INTEREST:** RUSD shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. However, nothing in this AGREEMENT shall be construed to limit the freedom of RUSD, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts, or agreements with parties other than the COLLEGE.
  8. **ASSIGNMENT:** This Agreement shall not be assigned by RUSD either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by RUSD without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.
  9. **NONDISCRIMINATION:** RUSD agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.
  10. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
  11. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this

AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:

- (a) information which is or becomes publicly known through no fault of RECIPIENT;
- (b) information learned from a third party entitled to disclose such information;
- (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT's prior written records;
- (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
- (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by RUSD for a period of three (3) years from submission of the final grant activity and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, RUSD may substitute electronic copies of original records.

The COLLEGE or any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of RUSD to make audits, examinations, excerpts and transcripts.

13. **COSTS/INVOICING:** In consideration of RUSD's performance hereunder, the COLLEGE agrees to reimburse RUSD's costs incurred performing agreed Completion Counts activities, in the amount of four hundred four thousand eight hundred sixty two and no/100 dollars (\$404,862.00). This amount shall not be exceeded by RUSD without the written authorization of the COLLEGE. The COLLEGE shall reimburse RUSD on a monthly basis for costs/expenses associated with this Agreement. RUSD shall submit a monthly invoice to the COLLEGE which shall include detailed verification of all costs/expenses incurred. Invoices will be sent to the following address:

Cindy Taylor  
Director, Riverside CLIP  
4800 Magnolia Ave.  
Riverside, CA 92506  
(951) 222-8065

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Riverside Unified School District and shall be mailed to:

Riverside Unified School District  
P.O. Box 2800  
Riverside, CA 92516-2800

A final statement of cumulative costs/expenses incurred by RUSD, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after this MOU end date. This final statement of costs/expenses shall constitute RUSD's final financial report.

14. TRAVEL: All travel expenses for individuals assigned by RUSD to perform work under this Agreement, shall not exceed amounts normally allowed in accordance with RUSD's written travel policy.
15. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, each party will be responsible for their own attorney's fees.
16. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the THE COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
17. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
  1. RUSD certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
  2. If RUSD is unable to make such certification, it shall provide COLLEGE with an explanation.
18. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, RUSD certifies that it will continue to provide a drug-free workplace.
19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this initiative and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of the scope of work, total estimated expenses, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both

parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and scope of work are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the scope of work, and (d) the purchase order, it being understood and agreed that any purchase order or similar document issued by RUSD will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT:**

Cindy Taylor  
Director, Riverside CLIP  
4800 Magnolia Ave  
Riverside, CA 92506

**RIVERSIDE UNIFIED SCHOOL DISTRICT:**

Michael Fine, Deputy Superintendent  
Business & Government Relations Division  
Riverside Unified School District  
3380 14<sup>th</sup> Street  
Riverside, CA 92501

22. FORCE MAJEURE: RUSD shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

23. DISPUTE RESOLUTION

- a. 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 any dispute, the Parties agree they will neither rescind the Agreement nor stop the progress of the work, and shall in good faith attempt to resolve the dispute in the manner set forth in Article 23 (b).
- b. Open communication and cooperation of the Parties is vital to the success of the work described in this Agreement and to the settlement of disputes if they arise. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this Agreement. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at District to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and

participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Agreement shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

28 USE OF NAMES – COLLEGE shall not employ or use the name of RUSD in any promotional materials, advertising, or in any other manner without the prior express written permission of RUSD, except that COLLEGE may, during the term of this Agreement, state that it is assisting with the Gates Foundation CLIP Grant at RUSD.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**Riverside Community College District  
On behalf of Riverside City College**

**Riverside Unified School District**

\_\_\_\_\_

\_\_\_\_\_

By: James Buysse, Vice Chancellor  
Administration and Finance

By: Michael Fine  
Deputy Superintendent

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## EXHIBIT A

### Scope of Work

RUSD continues to engage in Completion Counts-A Riverside Learning Partnership activities committed to improving college completion and other postsecondary outcomes for young people age 16-26. The agreed activities will include the following:

- **English PLC**  
RUSD teachers and staff will participate in the design and implementation of a Summer Writing Institute and follow-up activities focused on grammar, sentence skills, teaching strategies, use of technology and improved high school to college alignment. Project efforts also focus on curriculum development aimed at improving student learning in the Expository Reading and Writing Course (ERWC). In addition, new curriculum will be developed and training opportunities provided, to introduce ERWC concepts to students prior to 12th grade. All efforts are designed to increase college readiness and reduce the need for postsecondary remediation.
- **Math PLC**  
RUSD will implement an Intermediate Algebra course at each comprehensive high school. The PLC committee will meet to develop a common pedagogy, examine student work, assessments, and instructional practices. With feedback from RCC faculty and high school teachers will collaborate and refine math assessments and delivery models. Assign additional staffing to support the facilitation and monitoring of Completion Counts activities. Teachers to attend professional development seminars focusing on “Bringing Mathematics to Life Through Modeling.”
- **Counseling PLC**  
RUSD Counseling PLC will fully implement the Career Cruising curriculum providing all students with regular ongoing access and guided instruction. Will provide students and families a complete understanding of RCC’s 2-Year Guarantee and other priority registration enrollments. Will participate in the FAFSA campaign increasing applications by 10%. Will attend professional development conferences and workshops that builds professional expertise in the areas of college and career preparation.
- **Alternative Education**  
RUSD will develop and implement a pilot AVID program at Lincoln and EOC with the expectation of providing students a smoother transition to college.
- **Data**  
RUSD will provide sufficient personnel resources to collect data, generate reports and work collaboratively with the P-14 Data Consortium. RUSD will provide research that will drive the decision making process within the Completion Counts partnership.
- **Ed Trust-West**  
RUSD will contract with Ed Trust-West to conduct an educational audit and development of a “blueprint for action” leading toward the development of transforming policies and practices to better serve all students and ensure that they are graduating high school ready to be successful in college and careers.



Budget

English PLC	\$ 25,537.00
Mathematics PLC	\$ 111,198.00
Counseling PLC	\$ 50,486.00
Alternative Education	\$ 27,119.00
Data	\$ 5,847.00
Ed Trust West	\$180,675.00
Operational Costs	\$ 5,000.00
Total	\$404,862.00

Operational expenses include expendable item such as office supplies, printing, and instructional supplies. Operational expenses will also include meeting expense, travel, conference expense, and lodging.

THE COLLEGE will reimburse RUSD the cost of staff salary and benefits for the specified personnel assigned to the Completion Counts-A Riverside Learning Partnership for completion of the deliverables and tasks listed above. The College will also reimburse RUSD the cost of materials, supplies, reproduction costs, travel, lodging, meals and telephone expense necessary for the completion of the scope of work.

RUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a quarterly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of each quarter. Invoicing will not exceed the following annual budget without a written amendment to this agreement:



## Agenda Item (VI-B-6-f)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-f)
Subject	Sub Contract for Completion Counts with the City of Riverside
College/District	Riverside
Funding	Completion Counts Initiative
Recommended Action	Recommend the Board of Trustees approve the Sub Contract for Completion Counts with the City of Riverside.

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### Background Narrative:

Attached for the Board's review and consideration is a sub-contract agreement between Riverside Community College District on behalf of Riverside City College and the City of Riverside to develop and implement a strategic communication plan designed to foster a city-wide college-minded culture committing key stakeholders and the community at-large to postsecondary completion as the standard for educational attainment for all young adults. The sub-contract agreement provides \$100,000 for services from July 1, 2012 through June 30, 2013. Funding for this sub-contract agreement is from a grant provided by the Bill and Melinda Gates Foundation. This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

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

### Attachments:

[Completion Counts Sub Contract-City of Riverside](#)

## SUBCONTRACT AGREEMENT

This AGREEMENT made and entered into by and between CITY OF RIVERSIDE, herein referred to as THE CITY and RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF RIVERSIDE CITY COLLEGE, herein referred to as THE COLLEGE. The funding for this AGREEMENT is derived from The Gates Foundation Community Learning in Partnership (CLIP) Grant.

**WHEREAS**, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required; and

**WHEREAS**, THE CITY has the expertise, and experience to perform the duties set out herein.

Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: THE CITY shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for THE CITY's expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify THE CITY in writing, and reimburse THE CITY for all services rendered. This AGREEMENT shall be deemed terminated per the terms of Paragraph 6 and have no further force. The AGREEMENT may be amended each year the grant is in effect.

2.1 This AGREEMENT shall be effective as of July 1, 2012 and continue in effect through June 30, 2013.

3. INDEPENDENT PARTIES: For purpose of this AGREEMENT, the parties hereto shall be considered independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. The COLLEGE and THE CITY are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
4. INDEMNIFICATION:
  - (a) The COLLEGE shall indemnify, defend and hold harmless THE CITY, their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which was caused by the sole negligence or willful misconduct of THE CITY.

- (b) THE CITY shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees from and against all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with RUDS's performance hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which was caused by the sole negligence or willful misconduct of The COLLEGE.
5. INSURANCE: THE CITY shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
  6. TERMINATION: Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, THE CITY will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by either party, all costs and non-cancelable commitments incurred thereafter will be the responsibility of THE CITY.
  7. CONFLICT OF INTEREST: THE CITY shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this AGREEMENT. However, nothing in this AGREEMENT shall be construed to limit the freedom of THE CITY, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts or agreements with parties other than THE COLLEGE.
  8. ASSIGNMENT: This AGREEMENT shall not be assigned by THE CITY either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this AGREEMENT by THE CITY without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.
  9. NONDISCRIMINATION: THE CITY agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this AGREEMENT.
  10. ALTERATION: No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or AGREEMENT not incorporated herein shall be binding on any of the parties hereto.
  11. PROPRIETARY INFORMATION: Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as

“RECIPIENT,” agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:

- (a) information which is or becomes publicly known through no fault of RECIPIENT;
- (b) information learned from a third party entitled to disclose such information;
- (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT’s prior written records;
- (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
- (e) information required to be disclosed by operation of law, including a California Public Records Act request made to either THE COLLEGE or THE CITY, or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by THE CITY for a period of three (3) years from submission of the final grant activity and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims airing out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, THE CITY may substitute electronic copies of original records.

The COLLEGE or any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of THE CITY to make audits, examinations, excerpts and transcripts.

13. **COSTS/INVOICING:** In consideration of THE CITY’s performance hereunder, the COLLEGE agrees to support THE CITY’s costs incurred conducting the activities of Completion Counts, in the amount of one hundred thousand and no/100 dollars (\$100,000). This amount shall not be exceeded by THE CITY without the written authorization of the COLLEGE. The COLLEGE shall reimburse THE CITY on a monthly basis for costs/expenses associated with this AGREEMENT. THE CITY shall submit a monthly invoice to the COLLEGE which shall include detailed verification of all costs/expenses incurred. Invoices will be sent to the following address:

Cindy Taylor  
Director, Riverside CLIP  
4800 Magnolia Ave.  
Riverside, CA 92506  
(951) 222-8065

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to The City of Riverside and shall be mailed to:

Then City of Riverside  
3900 Main Street  
Riverside, CA 92501

A final statement of cumulative costs/expenses incurred by THE CITY, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after this MOU end date. This final statement of costs/expenses shall constitute THE CITY's final financial report.

14. TRAVEL: All travel expenses for individuals assigned by THE CITY to perform work under this AGREEMENT, shall not exceed amounts normally allowed in accordance with THE CITY's written travel policy.
15. JURISDICTION, VENUE, ATTORNEY'S FEES: This AGREEMENT is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the AGREEMENT, each party will be responsible for their own attorney's fees.
16. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of THE COLLEGE to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
17. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
  1. THE CITY certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
  2. If THE CITY is unable to make such certification, it shall provide COLLEGE with an explanation.
18. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, THE CITY certifies that it will continue to provide a drug-free workplace.
19. SEVERABILITY: If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this initiative and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of

the scope of work, total estimated expenses, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and scope of work are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the scope of work, and (d) the purchase order, it being understood and agreed that any purchase order or similar document issued by THE CITY will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

21. NOTICES: All correspondence and notices required or contemplated by this AGREEMENT shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT:**

Cindy Taylor  
Director, Riverside CLIP  
4800 Magnolia Ave  
Riverside, CA 92506

**City of Riverside Mayor's Office:**

Lizette Navarrette,  
City of Riverside  
3900 Main Street  
Riverside, CA 92501

22. FORCE MAJEURE: THE CITY shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

23. DISPUTE RESOLUTION

- a. 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 any dispute, the Parties agree they will neither rescind the AGREEMENT nor stop the progress of the work, and shall in good faith attempt to resolve the dispute in the manner set forth in Article 23 (b).
- b. Open communication and cooperation of the Parties is vital to the success of the work described in this AGREEMENT and to the settlement of disputes if they arise. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this AGREEMENT. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at District to review the issues and solution options. The executive officer for each party who

has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this AGREEMENT shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

28 USE OF NAMES – COLLEGE shall not employ or use the name of THE CITY in any promotional materials, advertising, or in any other manner without the prior express written permission of THE CITY, except that COLLEGE may, during the term of this AGREEMENT, state that it is assisting with the Gates Foundation CLIP Grant at THE CITY.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

**Riverside Community College District  
On behalf of Riverside City College**

**City of Riverside**

\_\_\_\_\_

\_\_\_\_\_

By: James Buysse, Vice Chancellor  
Administration and Finance

By: Scott Barber,  
Interim City Manager

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



## EXHIBIT A

### Scope of Work

In order for Completion Counts to reach its strategic communications & messaging goals as outlined in System Outcome one, Milestone two, as specified in the Implementation Plan (Adoption and implementation of a strategic communication plan to build a citywide college-minded culture), the City of Riverside will establish a Strategic Communications Specialist position. The Strategic Communications Specialist will implement the strategic communication plan designed to foster a citywide college-minded culture committing key stakeholders and the community at-large to postsecondary completion as the standard for educational attainment for all young adults.

Listed below are the major responsibilities of the Strategic Communications Specialist:

- Review current communications vehicles and align them with Completion Counts college-going and completion messages
- Get relevant community agenda to deliver key messages and promote available resources
- Develop relationships with key influencers in the community
- Develop a monthly email update (primarily an adult audience)
- Create a Completion Counts blog on College 311
- Maintain a calendar of key gatherings that Completion Counts champions should have a speaking role at or attend
- Train messengers and college ambassadors
- Make use of social media tools
- Use media partnerships to spread the key message
- Partner with a major and minor media outlets

THE COLLEGE will reimburse THE CITY the cost of staff salary and benefits for the Strategic Communication Specialist and other assigned personnel associated with the deliverables listed above. The College will also reimburse THE CITY the cost of materials, supplies, reproduction costs, travel, lodging, meals, telephone and other agreed expenses necessary for the completion of the scope of work. The City will provide The College a working budget within 30 days of accepting the agreement.

THE CITY will invoice THE COLLEGE for all costs associated with the work of the Strategic Communication Specialist, other assigned personnel and associated costs on a monthly basis providing the necessary backup documentation. Invoices are due 30 days following the end of the month. Total invoices for FY 12-13 will not exceed the following amount without a written amendment to this AGREEMENT:

- July 1, 2012 through June 30, 2013 – A maximum of \$100,000.00



## Agenda Item (VI-B-6-g)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-g)
Subject	Sub Contract for Completion Counts with Alvord Unified School District
College/District	Riverside
Funding	Completion Counts Initiative
Recommended Action	Recommend the Board of Trustees approve the Sub Contract for Completion Counts with Alvord Unified School District.

---

### Background Narrative:

Attached for the Board's review and consideration is amendment #3 to a sub-contract agreement between Riverside Community College District on behalf of Riverside City College and Alvord Unified School District to increase the FY 11-12 budget by \$139,225 to allow for the purchase of mobile computer carts and tablet computers, additional personnel for the English, math, counseling and CTE PLC's and instructional supplies to assist in meeting the objectives of the Completion Counts grant. Funding for amendment #3 is from a grant provided by the Bill and Melinda Gates Foundation. This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

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

### Attachments:

[Admendment No. 3 AUSD](#)

AMENDMENT #3 TO AGREEMENT

This document amends the original Agreement between the ALVORD UNIFIED SCHOOL DISTRICT (AUSD) and RIVERSIDE COMMUNITY COLLEGE DISTRICT on behalf of RIVERSIDE CITY COLLEGE (THE COLLEGE) approved by the Vice Chancellor, Administration and Finance on May 31, 2011.

The agreement is hereby amended as follows:

**Addendum A:**

AUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a monthly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of the month. Invoicing will not exceed the following annual amounts without a written amendment to this agreement:

- Year 2 FY 11-12 – A maximum of \$242,500.00

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

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT on behalf of  
RIVERSIDE CITY COLLEGE

ALVORD UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
James Buysse, Vice Chancellor  
Administration and Finance

By: \_\_\_\_\_  
Cynthia Woods  
Assistant Superintendent

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

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



## Agenda Item (VI-B-6-h)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-h)
Subject	Completion Academies Sub Contract with Riverside Unified School District to Increase Number of Student Graduates
College/District	Riverside
Funding	James Irvine Foundation
Recommended Action	Recommend the Board of Trustees approve the Sub Contract with Riverside Unified School District to increase the completion rates of students who graduate.

---

### Background Narrative:

Attached for the Board's review and consideration is a sub-contract agreement between Riverside Community College District on behalf of Riverside City College and Riverside Unified School District to increase the number of students who graduate from high school both college and career ready and increase the college-going and college completion rates through the alignment of K-12 and postsecondary curriculum, expanded career pathways, and coordinated student services. The sub-contract agreement provides \$133,431 for services from July 1, 2012 through June 30, 2013. Funding for this sub-contract agreement is from a grant provided by the James Irvine Foundation. This agreement has been reviewed by Ruth Adams, Director, Contracts, Compliance and Legal Services.

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

### Attachments:

[Completion Academies Sub Contract-RUSD](#)

## SUBCONTRACT AGREEMENT

This Agreement made and entered into by and between RIVERSIDE UNIFIED SCHOOL DISTRICT, herein referred to as RUSD and RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF RIVERSIDE CITY COLLEGE, herein referred to as THE COLLEGE. The funding for this Agreement is derived from The James Irvine Foundation Completion Academies Grant.

**WHEREAS**, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required; and

**WHEREAS**, RUSD has the expertise, and experience to perform the duties set out herein.

Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: RUSD shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.
2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for RUSD'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify RUSD in writing, and reimburse RUSD for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 6 and have no further force. The agreement may be amended each year the grant is in effect.

2.1 This Agreement shall be effective as of July 1, 2012 and continue in effect through September 30, 2013.

3. INDEPENDENT PARTIES: For purpose of this AGREEMENT, the COLLEGE and RUSD are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
4. INDEMNIFICATION:
  - (a) The COLLEGE shall indemnify, defend and hold harmless the Trustees of the Riverside Unified School District, their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of RUSD.
  - (b) RUSD shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees from and against all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with RUSD'S performance hereunder or its failure to comply with any of its obligations contained in the

agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of The COLLEGE.

5. **INSURANCE:** RUSD shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.
6. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, RUSD will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by either party, all costs and non-cancelable commitments incurred thereafter will be the responsibility of RUSD.
7. **CONFLICT OF INTEREST:** RUSD shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. However, nothing in this AGREEMENT shall be construed to limit the freedom of RUSD, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts, or agreements with parties other than the COLLEGE.
8. **ASSIGNMENT:** This Agreement shall not be assigned by RUSD either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by RUSD without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.
9. **NONDISCRIMINATION:** RUSD agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.
10. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
11. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:
  - (a) information which is or becomes publicly known through no fault of RECIPIENT;
  - (b) information learned from a third party entitled to disclose such information;

- (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT's prior written records;
- (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
- (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by RUSD for a period of three (3) years from submission of the final grant activity and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, RUSD may substitute electronic copies of original records.

The COLLEGE or any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of RUSD to make audits, examinations, excerpts and transcripts.

13. **COSTS/INVOICING:** In consideration of RUSD's performance hereunder, the COLLEGE agrees to support RUSD's costs incurred conducting the activities of Completion Academies, in the amount of one hundred thirty-three thousand four hundred thirty one and no/100 dollars (\$133,431.00). This amount shall not be exceeded by RUSD without the written authorization of the COLLEGE. The COLLEGE shall reimburse RUSD on a monthly basis for costs/expenses associated with this Agreement. RUSD shall submit a monthly invoice to the COLLEGE which shall include detailed verification of all costs/expenses incurred. Invoices will be sent to the following address:

Michael Wright, Director  
Workforce Preparation  
Grants and Contracts  
4800 Magnolia Ave.  
Riverside, CA 92506  
(951) 222-8065

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Riverside Unified School District and shall be mailed to:

Riverside Unified School District  
P.O. Box 2800  
Riverside, CA 92516-2800

A final statement of cumulative costs/expenses incurred by RUSD, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after the sub-agreement end date. This final statement of costs/expenses shall constitute RUSD's final financial report.

14. TRAVEL: All travel expenses for individuals assigned by RUSD to perform work under this Agreement, shall not exceed amounts normally allowed in accordance with RUSD's written travel policy.
15. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, each party will be responsible for their own attorney's fees.
16. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the THE COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
17. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
  1. RUSD certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
  2. If RUSD is unable to make such certification, it shall provide COLLEGE with an explanation.
18. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, RUSD certifies that it will continue to provide a drug-free workplace.
19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this initiative and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of the scope of work, total estimated expenses, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and scope of work are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the scope of work, and (d) the purchase order, it



being understood and agreed that any purchase order or similar document issued by RUSD will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

**RIVERSIDE CITY COLLEGE**  
Shelagh Camak, Executive Dean  
Workforce & Resource Development  
4800 Magnolia Ave  
Riverside, CA 92506

**RIVERSIDE UNIFIED SCHOOL DISTRICT:**  
Michael Fine, Deputy Superintendent  
Business & Government Relations Division  
Riverside Unified School District  
3380 14<sup>th</sup> Street  
Riverside, CA 92501

22. FORCE MAJEURE: RUSD shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

23. DISPUTE RESOLUTION

- a. 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 any dispute, the Parties agree they will neither rescind the Agreement nor stop the progress of the work, and shall in good faith attempt to resolve the dispute in the manner set forth in Article 23 (b).
- b. Open communication and cooperation of the Parties is vital to the success of the work described in this Agreement and to the settlement of disputes if they arise. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this Agreement. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at District to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Agreement shall be subject to litigation proceedings prior to completing the meeting, except for an

action to seek injunctive relief.

28 USE OF NAMES – COLLEGE shall not employ or use the name of RUSD in any promotional materials, advertising, or in any other manner without the prior express written permission of RUSD, except that COLLEGE may, during the term of this Agreement, state that it is assisting with the Gates Foundation CLIP Grant at RUSD.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**Riverside Community College District  
On behalf of Riverside City College**

**Riverside Unified School District**

\_\_\_\_\_

\_\_\_\_\_

By: James Buysse, Vice Chancellor  
Administration and Finance  
Riverside Community College District

By: Michael Fine  
Deputy Superintendent, RUSD

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## EXHIBITA

### Scope of Work

RUSD is engaged in the James Irvine Foundation Completion Academies grant in support of the Completion Counts-A Riverside Learning Partnership committed to improving college completion and other postsecondary outcomes for young people age 16-26. The activities will include but are not limited to the following:

:

- Implement a sequenced college and career preparation curriculum for Academy programs that increases the percentage of students who complete a 4-year program of study that includes core academics and at least one career and technical education (CTE) course at each grade level.
- Develop and expand the number of approved CTE courses that meet the “a-g” course requirements that align CTE curriculum with state CTE and industry standards.
- Establish a high school diploma certification process that recognizes students who have demonstrated industry competencies in select career fields.
- Increase the number of articulated course agreements between Riverside Community College District and RUSD.

THE COLLEGE will reimburse RUSD the cost of staff salary and benefits for the specified personnel assigned to the Completion Academies Program for completion of the deliverables and tasks listed above. The College will also reimburse RUSD the cost of materials, supplies, reproduction costs, travel, lodging, meals and telephone expense necessary for the completion of the scope of work.

RUSD will invoice THE COLLEGE for all costs associated with Completion Academies on a monthly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of the month. The operating budget for the period July 1, 2012 – September 30, 2013 to achieve the outcomes identified as program outcomes is as follows:

RUSD Teachers/Counselors release time	\$38,297.00
Substitutes	\$24,660.00
Staff Development	\$1,440.00
Education Accountability	\$6,576.00
Staff Benefits	\$9,496.00
Project expenses: Office supplies, printing, mileage, & consumables	\$38,640.00
Meeting Expense	\$2,192.00
Indirect (10%)	\$12,130.00
Total for the period July 1, 2012 – September 30, 2013	\$133,431.00

It is anticipated that the parties will enter into a similar agreement for the period October 1, 2013 – September 30, 2014 with a revised operating budget.



## Agenda Item (VI-B-6-i)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-i)
Subject	Renewal of Operational Agreement with the State of California, California Highway Patrol
College/District	District
Funding	General
Recommended Action	It is recommended that the Board of Trustees re-affirm its approval of the operational agreement to provide classroom and laboratory space for the effective and expiration dates of January 1, 2011 through December 31, 2013, at a cost based upon the approved fee schedule by Riverside County to use facilities at the Ben Clark Public Safety Training Center.

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### Background Narrative:

On May 19, 2009, the Board of Trustees re-affirmed its approval to renew the operational agreement between the Riverside Community College District and the State of California, California Highway (CHP) to supply classroom space and laboratory facilities. The agreement, which expired on December 31, 2010, contained language that Riverside County was conducting a fee study for the use of facilities and that the agreement may need to be modified with an addendum to reflect any change, if one occurred, in the administrative fee for the rent and lease of classroom and lab space of facilities at the Ben Clark Public Safety Training Center. Before the agreement expired on December 31, 2010, new administrative staff for CHP requested an amendment to the agreement to include Riverside County's new fee schedule for the use of facilities to the existing agreement; the Board approved that amendment on January 18, 2011. The renewal of the agreement, to have been effective on January 1, 2011, continues the terms of the expired agreement, includes the amended language for CHP to supply classroom space and laboratory facilities in modular units, leased by CHP from the County of Riverside, at the Ben Clark Public Safety Training Center, for the purpose of teaching administration of justice classes, and expires on December 31, 2013. RCCD has accrued the total amount for the use of facilities, including instruction, between January 1, 2011 and June 30, 2012.

Prepared By: Greg Gray, Chancellor  
Cordell Briggs, Dean, Public Safety Education and Training  
Sandra Mayo, President, Moreno Valley College

### Attachments:

[Operational Agreement - CHP\\_082112](#)

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

**JW**

AGREEMENT NUMBER

**10R093000**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of California Highway Patrol (CHP)

CONTRACTEE'S NAME STATE AGENCY'S NAME

Moreno Valley College, Riverside Community College District (RCCD)

2. The term of this Agreement is: January 1, 2011 through December 31, 2013

3. The maximum amount of this Agreement is: \$225,000.00 Two Hundred Twenty-Five Thousand Dollars and Zero Cents

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

Operational Agreement Between Moreno Valley College, Riverside Community College District And The State Of California Department Of Highway Patrol 7 page(s)

Exhibit C\* - General Interagency Terms and Conditions GIA 610

**Signatures appear on page 7 of 7 of Agreement.**

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

**CONTRACTOR**

(if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General Services Use Only**

Exempt per:

# OPERATIONAL AGREEMENT BETWEEN MORENO VALLEY COLLEGE, RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE STATE OF CALIFORNIA DEPARTMENT OF HIGHWAY PATROL

This Agreement is made by and between the Moreno Valley College, Riverside Community College District, hereinafter "RCCD", and the State of California Department of Highway Patrol hereinafter "CHP" for Operational Services at the Ben Clark Public Safety Training Center (CTC), located at 16791 Davis Avenue, Riverside, CA 92518.

IT IS THEREFORE AGREED AS FOLLOWS:

## 1. AGREEMENT

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

## 2. TERM

The term of this Agreement shall be from January 1, 2011 through December 31, 2013.

## 3. PAYMENT BASIS

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

## 4. COMPENSATION FOR CLASSROOMS AND LABORATORY FACILITIES

4.1 The administrative fee provided herein is the cost of the shared use of facilities in the administration of RCCD's academic programs. The administrative fee will be billed per square footage use per day or half day. The minimum use of four (4) hours will equal half day. RCCD shall be billed in accordance with the following rates:

- Classroom rate of \$0.16 per square foot per day
- Classroom rate of \$0.08 per square foot per half day
- Mat room rate of \$0.10 per square foot per day
- Mat room rate of \$0.05 per square foot per half day

4.2 CHP shall submit quarterly an invoice to RCCD of the courses or course section(s) and the square footage of the classroom that is used. CHP shall also indicate whether the course or course section(s) were a full day or a half day and will indicate the square footage of the classroom used. CHP will also indicate if the course or course section(s) were in a classroom or mat room. If the Dean of Public Safety Education and Training of RCCD or designee disputes the invoice, then RCCD shall notify the CHP Accounting Section, Accounts Receivable Unit, PO Box 942898,

Sacramento, CA 94298-0001, in writing, within Sixty (60) calendar days upon receipt of the invoice. The dispute shall include the following information:

- a. CHP invoice number
- b. Name and identification of the CHP instructor(s)
- c. Number of hours and or students disputed
- d. Date of service
- e. Reason of dispute or requested amount
- f. The total amount of credit requested

The invoice will not be paid until any dispute is settled.

Either party may request resolution of the invoice dispute by bringing it to the attention of the Moreno Valley College President (or designated representative) and the CHP Administrative Officer for joint resolution. If an agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

## 5. IMPROVEMENTS

- 5.1 No improvements, alterations or installations of fixtures by RCCD are contemplated during the term of this agreement or any extension thereof; provided, however, in the event RCCD desires to make any improvements, alterations or installations of fixtures, it shall first obtain CHP's written consent to do so after it has submitted proposed plans to CHP in writing.
- 5.2 Any improvements which are made, and fixtures installed, or caused to be made and installed, by RCCD, other than those indicated in Paragraph 7 below, shall become the property of CHP with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration of this agreement, RCCD may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the premises, or in the event that it does, RCCD shall restore the premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, CHP may, at its election, either: (1) remove and store such fixtures and restore the premises for the account of RCCD, and in such event, RCCD shall within thirty (30) days after billing and accounting therefore reimburse CHP of the costs so incurred, or (2) take and hold such fixtures as its sole property.

## 6. SIGNS

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

## 7. FURNITURE AND EQUIPMENT

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

## 8. INGRESS AND EGRESS

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

9. CUSTODIAL MAINTENANCE

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

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

10. UTILITIES

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

11. INSPECTION OF PREMISES

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

12. QUIET ENJOYMENT

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

13. COMPLIANCE WITH GOVERNMENT REGULATIONS

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

14. TERMINATION BY CHP

CHP shall have the right to terminate this Agreement forthwith:

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

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

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

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

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



## 15. INSURANCE

During the term of this Agreement, RCCD shall:

- 15.1 Procure and maintain Worker's Compensation Insurance coverage as prescribed by the laws of the State of California.
- 15.2 Procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims or damages for personal injury, including but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from RCCD's use of the premises or the performance of its obligations presented within this Agreement, whether such use or performance would be by RCCD, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name CHP as an additional insured with respect to this Agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.
- 15.3 RCCD shall furnish to CHP Certificate(s) of Insurance showing that such coverage is in full force and effect and that CHP is named as additional insured with respect to this Agreement and the obligations of RCCD, in accordance with this Agreement. In the event of any modification, cancellation or reduction in coverage and on the effective date thereof, this Agreement shall terminate forthwith, unless CHP receives prior to such effective date another certificate from an insurance carrier of RCCD's choice that the insurance required herein is in full force and effect.
- 15.4 The above insurance requirements may be met with a program of insurance coverage through a common carrier, a Joint Powers Authority, self-insurance, or any combination thereof.
- 15.5 The specified insurance limits required herein shall in no way limit or circumscribe RCCD's obligations to indemnify and hold CHP free and harmless within this Agreement.

## 16. HOLD HARMLESS

- 16.1 RCCD shall indemnify and hold CHP, its appointees, its officers, agents, and employees, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of RCCD, or upon any negligent act or omission of RCCD, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCCD shall defend, at its expense including attorney fees, CHP, its appointees, its officers, agents, and employees, in any legal action or claim of any kind based upon such conditions of work or property, or alleged negligent acts or omissions.
- 16.2 CHP shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any negligent act or omission of CHP, its appointees, its officers, agents, and employees, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and CHP shall defend, at its expense including attorney fees, RCCD, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged negligent acts or omissions.

## 17. ASSIGNMENT

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

## 18. FREE FROM LIENS

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

## 19. EMPLOYEES AND AGENTS OF RCCD

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

## 20. BINDING ON SUCCESSORS

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

## 21. WAIVER OF DEFAULT

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

## 22. DISPUTES

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

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

## 23. NOTICES

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

**California Highway Patrol:**

T. L. Anderson, Assistant Chief  
 Administrative Services Division  
 P.O. Box 942898  
 Sacramento, CA 94298

**RCCD:**

James L. Buysse, Vice Chancellor, Administrative and Finance  
 Moreno Valley College, RCCD  
 4800 Magnolia Avenue  
 Riverside, CA 92506

**AND**

Cid Tenpas, Dean  
 Technology and Instructional Support Services  
 Academic Affairs  
 Moreno Valley College, RCCD  
 16130 Lasselle Street  
 Moreno Valley, CA 92551

**24. AUDIT**

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

**25. CHP’S REPRESENTATIVE**

CHP hereby appoints the managing lieutenant (or designee) at CTC as its authorized representative to administer this Agreement.

**26. RCCD’S REPRESENTATIVE**

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

**27. NON-DISCRIMINATION**

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

reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

28. PARTIAL INVALIDITY

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

29. ALTERATION OF TERMS

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

30. GOVERNING LAW

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

31. ENTIRE AGREEMENT

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

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

**Department of California Highway Patrol**

**Riverside Community College District**

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

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

T. L. Anderson, Assistant Chief  
Administrative Services Division

James L. Buysse, Vice Chancellor  
Administrative and Finance  
Moreno Valley College,  
Riverside Community College District

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

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



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (VI-B-7)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	n/a
Recommended Action	Recommended that the Board of Trustees approve the out-of-state travel.

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### Background Narrative:

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles.

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

### Attachments:

[Out of State Travel 082112](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

August 21, 2012

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

Retroactive:

- 1) Ms. Maureen Chavez, associate dean, Moreno Valley College, to travel to Portland, Oregon, August 6-11, 2012, to attend Myers-Briggs Type Indicator Certification Program. Estimated cost: \$3,237.59. Funding source: Title V. COOP Grant (The travel arrangements were not finalized until after the June Board meeting, due to no board meeting in July. Therefore, this travel request could not be included in the June Board report.)
- 2) Mr. Orestes Chua, professional expert, business services, Riverside Community College, to travel to Boca Raton, Florida, August 8-11, 2012, to attend C-Cure 9000 for Systems Managers Training. Estimated cost: \$3,225.00. Funding Source: General Funds. (The travel arrangements were not finalized until after the June Board meeting, due to no board meeting in July. Therefore, this travel request could not be included in the June Board report.)
- 3) Mr. Steve Gomez, director, pathways to excellence, Riverside Community College, to travel to Arlington, Virginia, July 30, 2012 – August 2, 2012, to attend Field Reader/Peer Reviewer with U.S. Department of Education, as invitee for the Upward Bound Math and Science Grant Application. Estimated Cost: \$1,562.20. All travel costs will be paid by the U.S. Dept. of Education. (The travel arrangements were not finalized until after the June Board meeting, due to no board meeting in July. Therefore, this travel request could not be included in the June Board report.)
- 4) Ms. Linda Pratt, director, student financial aid, Moreno Valley College, to travel to Seattle, Washington, August 12-17, 2012, to attend the Fundamentals of Title IV Training. Estimated Cost: \$2,364.42. Funding source: General Fund. (The travel arrangements were not finalized until after the June Board meeting, due to no board meeting in July. Therefore, this travel request could not be included in the June Board report.)
- 5) Dr. Greg. R. Sandoval, vice president, student services, Moreno Valley College, to travel to Seattle Washington, August 10-15, 2012, to attend the Fundamentals of Title IV Administration. Estimated Cost: \$1,785.50. Funding source: General Fund. (The travel arrangements were not finalized until after the June Board meeting, due to no board meeting in July. Therefore, this travel request could not be included in the June Board report.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

August 21, 2012

- 6) Mr. Jeffrey Williamson, center for international trade director, District Office, to travel to Hong Kong, August 20-26, 2012, to attend the Natural Products Expo Asia. Estimated Cost: \$3,895.00. Funding source: California State Trade and Export Promotion Program Grant Funds. (The travel arrangements were not finalized until after the June Board meeting, due to no board meeting in July. Therefore, this travel request could not be included in the June Board report.)

Current:

*Moreno Valley College*

- 1) Mr. Michael Estrada, associate professor, health, human and public service, to travel to Bethesda, Maryland, September 5-7, 2012, to attend the Interprofessional Oral Health Core Competencies Forum (IPOHCC). There is no cost to the District.
- 2) Ms. Valarie Zapata, associate professor, English, to travel to Florence, Italy, September 8 - November 24, 2012, to provide leadership and course offerings for the Fall Semester 2012 Study Abroad Program in Florence, Italy. There is no cost to the District.

*Norco College:*

- 1) Mr. John Coverdale, associate professor, computer information systems, to travel to Austin, Texas, October 8 -11, 2012 to attend the 2012 Game Developers Conference On-line. Estimated cost: \$2,295.00. Funding source: Title V Grant funds.
- 2) Ms. Teresa Finnern, associate professor, biology, to travel to Florence, Italy, September 1 - November 24, 2012 to provide leadership and course offerings for the Fall Semester 2012 Study Aboard Program in Florence, Italy. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date:

August 21, 2012

*Riverside City College:*

- 1) Dr. Cynthia Azari, president, to travel to Kaneohe, Hawaii, September 12-13, 2012, to attend the Windward Community College Accreditation Pre-Visit. There is no cost to the District.
- 2) Dr. Shelagh Camak, executive dean, workforce and resource development, to travel to Washington, DC, September 17-20, 2012, to attend the Youth Advocacy Committee – Voice for Youth in Washington, DC. Estimated cost: \$1,462.20. Funding Source: the general fund.
- 3) Ms. Michelle Davila, administrative assistance IV, Business Services, to travel to Knaeoe, Hawaii, on September 12-13, 2012, to attend the Windward Community College Accreditation Pre-Visit. There is no cost to the District.
- 4) Ms. Diana MacDougall, associate professor, world languages, to travel to Austin, Texas, September 13-16, 2012, to attend the National Council of Hispanic Deaf and Hard of Hearing Conference. Estimated cost: \$1,208.47. Funding source: Perkins Title I-C Grant funds.
- 5) Ms. Diana MacDougall, associate professor, world languages, to travel to Charlotte, North Carolina, October 16-20, 2012, to attend the Conference of Interpreter Trainers Biennial Convention. Estimated cost: \$1,353.80. Funding source: Perkins Title I-C Grant funds.
- 6) Dr. Ward Schinke, associate professor, political science, to travel to Xi'An, China, November 17-26, 2012, to accompany nine (9) students participating in the National Model United Nations in China. Estimated cost: \$25,087.90. Funding source: the general fund.

*Riverside Community College District:*

- 1) Ms. Janet Green, Board President, to travel to Cleveland, Ohio, September 22-24, 2012, to attend Athena Board Retreat. Estimated cost: \$974.42. Funding Source: the general fund.
- 2) Mr. Marquise Jackson, business development administrative specialist, to travel to New Orleans, Louisiana, September 11-15, 2012, to attend the Association of Small Business Development Center Conference 2012. Estimated cost: \$2,200.10. Funding source: Small Business Administration Grant funds.





## Agenda Item (VI-B-8-a)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Notices of Completion
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees 1) accept the projects listed on the attachment as complete, 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 - Public Works), and 3) authorize the Board President and the Vice Chancellor, Administration and Finance to sign the Notices of Completion.

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### Background Narrative:

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

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Bart Doering, Director, Construction

Dale Adams, Project Manager

Steve Monsanto, Director, Facilities

Majd Askar, Purchasing Manager

### Attachments:

[Notices of Completion - August 21, 2012](#)

## COMPLETED PROJECTS

August 21, 2012

### Project

Citrus Belt Savings & Loan/Okubo Art Gallery - Drywall/Gypsum  
Citrus Belt Savings & Loan/Okubo Art Gallery - Structural Steel/Misc. Metals  
Citrus Belt Savings & Loan/Okubo Art Gallery - Flooring  
Citrus Belt Savings & Loan/Okubo Art Gallery - Concrete/Masonry  
Citrus Belt Savings & Loan/Okubo Art Gallery - Interior Improvements  
Citrus Belt Savings & Loan/Okubo Art Gallery - Glazing/Storefront  
Citrus Belt Savings & Loan/Okubo Art Gallery - Plumbing/Fire Sprinklers  
Fairfax Avenue Improvements - Landscaping  
Moreno Valley College Dental Education Center - Demolition /Grading  
Norco College Reroofing, Building B  
Nursing/Science Building - Lab Casework & Lab Equipment  
Nursing/Science Building - Concrete  
Nursing/Science Building - Landscape & Irrigation  
Wheelock Gym Seismic Retrofit - Misc. Specialties

### Contractor

Caston, Inc.  
Columbia Steel, Inc.  
Continental Flooring, Inc.  
Dalke & Sons Construction, Inc.  
Dalke & Sons Construction, Inc.  
E & R Glass Contractors, Inc.  
JM Farnan Co., Inc.  
Marina Landscape, Inc.  
FM & Sons, Inc.  
Best Contracting Services, Inc.  
Dow Diversified, Inc.  
KAR Construction, Inc.  
Marina Landscape, Inc.  
ISEC, Inc.

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

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Drywall / Gypsum
- The name of the contractor, if any, for such work of improvement was Caston, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3855 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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

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

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Structural Steel / Misc. Metals
- The name of the contractor, if any, for such work of improvement was Columbia Steel, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3855 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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

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

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Flooring
- The name of the contractor, if any, for such work of improvement was Continental Flooring, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
 County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3855 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
 President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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

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

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Concrete / Masonry
- The name of the contractor, if any, for such work of improvement was Dalke & Sons Construction, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3855 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
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I declare under penalty of perjury that the foregoing is true and correct.

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completion are true)

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- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Interior Improvements
- The name of the contractor, if any, for such work of improvement was Dalke & Sons Construction, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3855 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
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I declare under penalty of perjury that the foregoing is true and correct.

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- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

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

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Glazing / Storefront

- The name of the contractor, if any, for such work of improvement was E & R Glass Contractors, Inc.

(If no contractor for work of improvement as a whole, insert "none")

- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College

- The street address of said property is 3855 Market Street

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

Dated: 08/21/2012

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President, Board of Trustees

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- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Citrus Belt Savings & Loan / Okubo Art Gallery - Plumbing / Fire Sprinklers
- The name of the contractor, if any, for such work of improvement was JM Farnan Co., Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 3855 Market Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

\_\_\_\_\_  
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- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

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

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Fairfax Avenue Improvements - Landscaping; DSA # 04-109948

- The name of the contractor, if any, for such work of improvement was Marina Landscape, Inc.  
(If no contractor for work of improvement as a whole, insert "none")

- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College

- The street address of said property is 4800 Magnolia Avenue  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

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

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

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Moreno Valley College Dental Education Center - Demolition / Grading; DSA # 04-111677

- The name of the contractor, if any, for such work of improvement was FM & Sons, Inc.

(If no contractor for work of improvement as a whole, insert "none")

- The property on which said work of improvement was completed is in the city of Moreno Valley,  
County of Riverside, State of California, and is described as follows: Community College

- The street address of said property is 16130 Lasselle St

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

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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

RECORDING REQUESTED BY  
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Name James L. Buysse  
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City & State Riverside, CA 92506

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- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Norco Reroofing, Building B
- The name of the contractor, if any, for such work of improvement was Best Contracting Services, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Norco, County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 2001 Third Street  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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

### VERIFICATION

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notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20 \_\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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

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- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
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Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Nursing / Science Building - Lab Casework & Lab Equipment DSA # 04-109948
- The name of the contractor, if any, for such work of improvement was Dow Diversified, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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

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Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Nursing / Science Building - Concrete; DSA # 04-109948
- The name of the contractor, if any, for such work of improvement was KAR Construction, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
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- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Nursing / Science Building - Landscape & Irrigation; DSA # 04-109948
- The name of the contractor, if any, for such work of improvement was Marina Landscape, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

Riverside Community College District  
President, Board of Trustees

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Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/21/2012. The work done was:  
Wheelock Gym Seismic Retrofit - Misc Specialties; DSA # 04-110664
- The name of the contractor, if any, for such work of improvement was ISEC, Inc.  
(If no contractor for work of improvement as a whole, insert "none")
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: Community College
- The street address of said property is 4800 Magnolia Avenue  
(If no street address has been officially assigned, insert "none")

Dated: 08/21/2012

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I, the undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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





## Agenda Item (VI-B-8-b)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-b)
Subject	Surplus Property
College/District	Riverside
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; and (2) authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District.

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### Background Narrative:

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. The District has determined that the property on the attached list may exceed the total value of \$5,000. To meet Education Code requirements, the private sale will be advertised, by public postings at the District Office and at each college prior to the auction date. To help defray disposal costs and to generate revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President, Business Services (RCC)

### Attachments:

[Surplus Property - August 21, 2012](#)

**Salvage Property  
August 21, 2012**

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	N/A	Portable D1	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D2	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D4	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D5	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable D6	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E1	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E2	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E3	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E4	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E5	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable E6	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F1	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F2	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F3	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F4	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F5	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F6	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F7	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F8	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable F9	960 TOTAL SQ.FT.	N/A	<b>034999</b>
1	N/A	Portable Restroom D3	480 TOTAL SQ.FT.	N/A	<b>034999</b>



## Agenda Item (VI-B-8-c)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-c)
Subject	Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation - Resolution No. 1-12/13
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees adopt Resolution No. 1-12/13 which establishes the 2012-2013 Gann Limit for the Riverside Community College District at \$165,890,453.

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### Background Narrative:

In November 1979, the voters passed Proposition 4 which imposes an annual appropriations limit on the District. This is known as the Gann Limit. Pursuant to Government Code Section 7910, the Board must approve the District's Gann Limit and make other necessary determinations for the succeeding fiscal year pursuant to Article XIII B of the California Constitution.

The District has developed the documentation used to determine the 2012-2013 Gann Limit and it is available for public inspection at the office of the Vice Chancellor, Administration and Finance, 3600 Prospect, Riverside, California, between 8:00 a.m. and 5:00 p.m. A copy of the worksheet used to compute the Gann Limit is attached for the Board's review and information. A resolution required to establish the District's 2012-2013 Gann Limit is also attached.

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

### Attachments:

[Resolution No. 1-12/13 - Gann Limitation - August 21, 2012](#)



CALIFORNIA COMMUNITY COLLEGES  
 GANN LIMIT WORKSHEET  
 2012-13

DISTRICT NAME: Riverside Community College District

DATE: August 21, 2012

I. 2012-13 APPROPRIATIONS LIMIT:

A. 2011-12 Appropriations Limit		<u>\$179,953,617</u>
B. 2012-13 Price Factor: 1.0377		
C. Population factor:		
1. 2010-11 Second Period Actual FTES	<u>29,201.00</u>	
2. 2011-12 Second Period Actual FTES	<u>25,941.00</u>	
3. 2012-13 Population change factor	<u>.88836</u>	
(line C.2. divided by line C.1.)		
D. 2011-12 Limit adjusted by inflation and population factors		<u>\$ 165,890,453</u>
(line A multiplied by line B and line C.3.)		
E. Adjustments to increase limit:		
1. Transfers in of financial responsibility	.....	
2. Temporary voter approved increases	_____	
3. Total adjustments - increase	_____	
Sub-Total		<u>\$ 165,890,453</u>
F. Adjustments to decrease limit:		
1. Transfers out of financial responsibility	\$.....	
2. Lapses of voter approved increases	_____	
3. Total adjustments - decrease	_____	< >
G. 2012-13 Appropriations Limit		<u>\$ 165,890,453</u>

II. 2012-13 APPROPRIATIONS SUBJECT TO LIMIT:

A. State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)		<u>\$ 94,073,262</u>
B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	.....	470,600
C. Local Property taxes	.....	22,330,000
D. Estimated excess Debt Service taxes	.....	
E. Estimated Parcel taxes, Square Foot taxes, etc.	.....	
F. Interest on proceeds of taxes	.....	33,280
G. Local appropriations from taxes for unreimbursed State, court, and federal mandates	_____	< >
H. 2012-13 Appropriations Subject to Limit		<u>\$ 116,907,142</u>



## Agenda Item (VI-B-8-d)

Meeting	8/21/2012 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-d)
Subject	Contract between RCCD and OD Music, Inc. for Performance Riverside Paymaster Services
College/District	Riverside
Funding	General Fund
Recommended Action	It is recommended that the Board of Trustees approve the contract for the 2012-13 Performance Riverside schedule with OD Music, Inc.

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### Background Narrative:

Presented for the Board's review and consideration is a contract between the Riverside Community College District and OD Music, Inc. for the delivery of paymaster services for professional talent (actors, musicians, directors, etc.) for Performance Riverside productions. Similar contracts have been used for the past six years.

Total payroll cost for professional talent contracted to Performance Riverside will not exceed \$120,000.00. The projections for each show are Into the Woods, \$26,000.00; The 25th Annual Putnam County Spelling Bee \$14,000.00, Christmas Carol: On the Air, \$8,000.00; Hello, Dolly! \$26,000.00, The Secret Garden, \$24,000.00; and How to Succeed in Business Without Really Trying, \$22,000.00.

As compensation for the services of making the required payroll and tax liability payments, OD Music, Inc. will receive a service fee of three percent (3%) of the entire package. Exact costs for individual shows will be determined when the shows are cast and the musicians are contracted. The term of the agreement is from September 1, 2012 through June 20, 2013.

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

### Attachments:

[2012-13 OD Music, Inc. Contract](#)

OD Music, Inc.  
Bob O'Donnell, Proprietor  
4920 Natoma Avenue  
Woodland Hills, CA 91364

July 11, 2012

This letter of agreement between OD Music, Inc. and Riverside Community College District, on behalf of Riverside City College, Performance Riverside, when executed on behalf of your company, and OD Music, Inc., constitutes our entire agreement relating to/for the services we provide in connection with certain of your company's and/or talent personnel. We cannot commence any service on your behalf until you have signed below and returned a copy of this letter of agreement to us. Total estimated costs for actors, orchestra and vendors for five (5) musical productions in 2012-2013 are estimated at \$120,000.00. OD Music, Inc. will charge a total service fee of 3% of the total package per show. The shows are: Into the Woods – September 2012, The 25<sup>th</sup> Annual Putnam County Spelling Bee – November 2012, Christmas Carol: On the Air – December 2012, Hello, Dolly – February 2013, The Secret Garden – April 2013, and How to Succeed in Business Without Really Trying – June 2013.

1. During the term of this agreement, beginning September 1, 2012 through June 30, 2013 you hereby acknowledge that the payments to crew and/or talent we provide in connection with all live theatre and any other types of production produced by you are subject to social security withholding, unemployment insurance and disability insurance payments. In connection with the services we provide to your company during the term of this agreement:
  - a. We will make all required wage and benefit payments for services provided by such crew members and/or talent as you designate in connection with your live theatre and any other type of production, and we will issue individual checks to each of these crew members and talent.
  - b. We will file all applicable reports for said payments with the appropriate government agency, and we will pay all required employer payroll taxes, and disability and unemployment insurance contributions.
  - c. We will furnish you with itemized invoices for all fees and payments made by us, and all expenses incurred by us, in connection with the crew members and/or talent for whom your company has requested the services covered by this agreement.
  - d. We will handle routine crew and/or talent inquiries relating to their wages and benefits related to work for your company. No commitments on your behalf will be made by us to such crew and/or talent without your prior approval.

- e. You agree to supply us with completed time cards and/or talent contracts, if any, and any other required documents including W-4's, W-9's and I-9 forms, and in the event you fail to provide verified, accurate, complete, and timely information, we will not be responsible for the timeliness or accuracy of any payments to crew members and/or talent, and to other persons or organizations that may be required as a result of the work performed by the crew members and/or talent for your company.
  - f. For purposes of immigration laws only, we shall be regarded as the employer of record for income tax and FICA withholding purposes only. You shall be responsible for completion of such forms as are required by immigration laws of the United States, including I-9's , and will indemnify and hold us harmless in connection therewith. We will provide you with reasonable assistance in connection with any such form requirements, but cannot assume responsibility since you or your agents are actually auditioning and casting talent and hiring production crews.
  - g. OD Music, Inc. will meet the employer obligations required by Actors Equity Association, i.e., workman's compensation insurance, and the withholding duties and payment of welfare benefits.
  - h. OD Music, Inc. will serve as the employer of record of all contracted performance employees (Union and non-union affiliated) and thereby meet state and federal requirements as prescribed by law. This would include, but not be limited to, the withholding of personal income taxes, the maintenance of all required immigration forms, and other responsibilities that an employer must meet (e.g. responsible for W-2 forms).
2. We will assume all responsibility for the payments made by us in accordance with reports or other information your company provides, and will indemnify and hold you harmless with respect to any claims or actions, relating to the failure by us to make payments required hereunder, provided that you submit to us accurate and timely information. Notwithstanding the foregoing, you agree to reimburse us for payments made to correct underpayments or overpayments to crew and/or talent resulting from inaccurate information you give to us, provided that in the case of an underpayment, your total cost will not exceed the amount that should have been paid plus any related penalties or costs. You also agree to indemnify and hold us harmless with respect to any claims asserted, or actions instituted, against OD Music, Inc. by or on behalf of any crew and/or talent, or by any labor organization representing such crew and/or talent, based on your company's alleged failure to comply with any applicable collective bargaining agreement or employment laws, or wrongful treatment of the crew members or talent.



3. As compensation for our services making the required payroll and related payments, we will be entitled to a service fee of 3% of the total package.
4. Your company will pay our invoices so that we receive payment in full upon receipt of the invoice. We reserve the right to discontinue our services if we do not receive timely payment of our invoices in full from your company.
5. This agreement shall continue until terminated either by your company or by OD Music, Inc. upon no more than 90 days or less than 30 days advance written notice of termination.
6. This agreement comprises the entire agreement between your company and OD Music, Inc. relating to the subject matter contained herein. Any amendment or modification to this agreement must be made in writing and signed by both parties.
7. This agreement shall be construed in accordance with the laws of the State of California for contracts wholly performed therein, without regard to conflict of law principals.
8. You hereby agree to submit to the personal jurisdiction of the Courts of the County of Riverside, State of California as the exclusive venue for the enforcement of any right or obligation under this Agreement, and waive any defense based on venue or inconvenient forum.
9. The parties agree that prior to instituting any legal proceedings concerning any dispute arising out of or in connection with this Agreement, excepting your obligation to pay payroll and benefits, the parties will participate in a non-binding mediation proceeding, utilizing a third party mediator from AAA, JAMS, or other similar alternative dispute resolution service. The costs of the mediator shall be borne equally by both parties.
10. Insurance. Prior to commencing performance hereunder, OD Music, Inc. shall accomplish the following:
  - a. Worker's Compensation Insurance. Contractor shall have in effect, during the entire life of this agreement, workers' compensation and employer liability insurance providing full statutory coverage. In signing this agreement, OD Music, Inc. makes the following certification, required by section 1861 of the California Labor Code:
    - i. I am aware of the provisions of section 700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of the Code, and I will comply with

such provisions before commencing the performance of this work of the Agreement.

- b. OD Music, Inc. shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from OD Music, Inc. activities as well as RCCD’s activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

11. Hold Harmless. OD Music, Inc. agrees to and shall indemnify and hold harmless the District, its officers, employees, and agents from and against any lawsuit, demand or liability claim arising out of the matters described herein, where such lawsuit, demand is based in whole or in part upon the contention, whether or not true, that the Contractor acted or failed to act in a negligent fashion, or failed to perform according to the terms of this Agreement, thereby causing injury to person or property, or death, or economic loss of any kind. Contractor’s obligations hereunder shall include the obligation to defend, at its own expense, any lawsuit brought against the District, which is within the scope of this indemnity obligation, and such obligations shall be triggered by the service, upon District, of any such lawsuit or claim related thereto, provided written notice therefore is given by District to Contractor.

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing in the place provided below.

Riverside Community College District  
 Riverside City College  
 4800 Magnolia Avenue  
 Riverside, CA 92506

OD Music, Inc.  
 4920 Natoma Avenue  
 Woodland Hills, CA 91364

\_\_\_\_\_  
 Dr. James Buysee  
 Vice Chancellor, Administration and Finance

\_\_\_\_\_  
 Bob O’Donnell  
 CEO

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Attachment A

2011 Employer Burden Rates

Payroll Fringes 2012

Union & Non-Union Actors  
Stage Manager, Other Participants

FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	5.1%
Employers Training Tax	.1%
Workers Comp Insurance	11.35%
Payroll Handling	3%
Total Liability	25%

Musicians

FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	3.6%
Employers Training Tax	.1%
Workers Comp Insurance	6.85%
Payroll Handling	3%
Total Liability	22%

General Information:

- No charge to enter W4's
- No charge to print W2's
- We require that you make payment before checks are issued.
- We agree to mail checks in a timely fashion so that they arrive on time for scheduled pay dates.

EXHIBIT A

OD Music, Inc., Bob O’ Donnell, Proprietor, shall bill the District on a quarterly or as requested basis by Performance Riverside as follows:

- \_\_\_\_\_1. Total payroll cost for employees contracted to Performance Riverside by the O.D. Music Inc., Bob O’ Donnell, Proprietor for services rendered as of the billing date or for services to be up to eight weeks after the billing date; and
- \_\_\_\_\_2. An Administrative fee of 3% of total payroll cost.
- \_\_\_\_\_3. Total payroll costs for union and off-contract actors shall include gross salaries, employer taxes and workers comp coverage @ 25%, pension and health benefits and a 3% fee for payroll handling on the entire package. This would include the wages, employer tax liability, and pension and health benefits.

**AGREEMENT AND ARULES GOVERNING EMPLOYMENT UNDER THE  
GUEST ARTIST AGREEMENT SALARY REQUIREMENTS**

(a) Salary Minimums. Minimum weekly salaries for Guest-Artists are based on the maximum number of performances in any one week. Minimum weekly salaries are as follows:

**Tier Structure Highlights**

	Tier I	Tier II	Tier III
Maximum Performance Per Week	3	5	8
Maximum Weekly Hours Before/After 1st Public Performance	25/15	32/22	42/32
Span of Day	7 of 8.5 hours	7 of 10 hours	7 of 12 hours
Minimum Weekly Actor Salary	\$300.00	\$400.00	\$510.00
Minimum Weekly SM/ASM Salary	\$360.00	\$480.00	\$612.00
Engagement of 1 Week or Less	\$50.00 in addition to minimums listed above		
Overtime	\$12.00 and \$20.00 per 1/2 hour		
Health Contribution	\$145.00/week	\$165.00/week	\$167.00/week
Additional Performance Payment	1/3	1/5	1/8

In cases where the engagement is one week or less, the applicable minimum is \$50 more. Union fees are as follows: up to \$142.00 tier one, \$157.00 tier two, and \$169.00 tier three, for health/welfare payment, \$20.00 per day (\$140.00 per week) for Out-of-Town Actors weekly per diem and all said requirements outlined in Exhibit B for professional actor/stage manager members of Actors’ Equity Association rendering services to the District.

\_\_\_\_\_4. Total Payroll cost for Musicians shall include Gross Salaries, Employer Tax Liability of 19% and a payroll handling fee of 3% on the entire package. This would include the Wages and Employer Tax Liability fees.

\_\_\_\_\_ 5. All billings by OD Music, Inc. shall include a section entitled, “Reconciliation of advance payments and services rendered.” In this section OD Music, Inc. will report any advance payments made by the District prior billing cycle and the associated services actually rendered since the date of the last billing.



## Agenda Item (VIII-A-1)

Meeting 8/21/2012 - Regular

Agenda Item Committee - Governance (VIII-A-1)

Subject Revised and New Board Policies - First Reading

College/District District

Funding

Recommended Action It is recommended that the Board accept Administrative Procedure 2435 and Board Policies 2750, 3410, 3430, 3820, 4040, 5040, 5130, 5140, 5510 and 5800 for first reading.

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### Background Narrative:

In keeping with our current process of updating our Board Policies, the item(s) below come(s) before the Board for first reading:

#### Board of Trustees

- Administrative Procedure 2435 Evaluation of Chancellor – This is a revision of the Procedure that was previously approved on May 15, 2007.

- Board Policy 2750 Board Member Absence From State – This is a new Policy for the District.

#### General Institution

- Board Policy 3410 Nondiscrimination – This is a revision of the Policy that was previously revised on November 18, 2008.

- Board Policy 3430 Prohibition of Harassment and Retaliation – This is a revision of the Policy that was previously revised on November 18, 2008.

- Board Policy 3820 Gifts – This is a revision of the Policy previously approved on March 17, 2009.

#### Academic Affairs

- Board Policy 4040 Library and Other Instructional Support Services – This is a revision of the Policy that was previously approved on May 15, 2007.

#### Student Services

- Board Policy 5040 Student Records, Directory Information and Privacy – This is a revision of the Policy that was previously approved on November 18, 2008.

- Board Policy 5130 Financial Aid – This is a revision of the Policy that was previously revised on December 13, 2011.

- Board Policy 5140 Disabled Student Programs and Services – This is a revision of the Policy that was previously approved on November 18, 2008.

- Board Policy 5510 Incidents Involving Students Off-Campus – This is a new Policy for the District.

- Board Policy 5800 Bookstore(s) – This is a revision of the Policy that was previously approved on November 18, 2008.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance  
Ruth Adams, General Counsel

**Attachments:**

[Board Policies for August 2012](#)

**AP 2435 EVALUATION OF CHANCELLOR**

Reference:

Accreditation Standard IV.A

I. Overview

Evaluation is an ongoing process. Even though this document is intended for the annual formal evaluation of the Chancellor, it is also used as a checklist to keep the Board on track with its duties and those of the Chancellor.

It is important to assess each of the outlined items as occurring on a time line, considering what progress has been made over the past few years, and what is anticipated for the future.

II. Format

Approximately one month prior to his or her anniversary date with the District, the Chancellor orally presents a summary of his/her major achievements of the past year and goals for the future of the District. The Board and Chancellor then discuss the outlined items and any other appropriate subjects the Board may request.

III. Subjects for Evaluation ***May Include:***

A. Committees

1. Board Committees are the vehicle used to flow information to the Board of Trustees. Does the Board feel comfortable with the information it receives about current programs and administrative functions? Some areas of consideration are:
  - a. Transfer programs
  - b. Vocational programs
  - c. Community service programs
  - d. Economic development activities and programs
  - e. Cal Works



- f. Competitive sports
  - g. Performance Riverside and other performing arts programs
  - h. Public safety education and training
  - i. RCC Foundation
  - j. Student activities
2. Is the opportunity for staff and student participation in the committee process adequate?
- B. Financial Information
- 1. Is the Board satisfied that it is receiving easily understood financial information required for good decision-making?
  - 2. Is the Board apprised of the annual audit, and the reports to the State regarding the District's financial status?
  - 3. Is the Board involved in the District's annual budget process before final budget is ready for approval?
- C. New Programs or Major Refocusing of Existing Programs
- 1. Is the Board kept apprised of new ideas for review and input to programs before the community is approached or major decisions made?
  - 2. Is appropriate planning, including needs assessments, sufficient for new or refocused programs?
  - 3. Can the Board assist in making the District more responsive to community needs?
  - 4. Is the planning process for new programs adequate?
  - 5. Is the planning process for new facilities adequate?
  - 6. Are the planning processes for the entire District adequate?
- D. Student Services

1. Do our students reflect the cultural diversity of our community?
2. Is a cultural and economically diverse student body a high priority?
3. Is registration efficient and user-friendly?
4. Are our students safe on campus? Do they feel safe?

E. Chancellor and Staff Relationships

1. Are students' needs the top priority?
2. Is participatory governance suitably and adequately accomplished?
3. Does the Board have effective and appropriate means of communication with staff?
4. Does the staff reflect the cultural diversity of our community?
5. Is the Board apprised in a timely fashion of relevant information about staffing problems?
6. Are job descriptions and pay scales clearly defined and reviewed regularly?
7. Are hiring and firing regulations and procedures enforced?
8. Are District policies and procedures enforced, including collective bargaining agreements?
9. Is staff professional development clearly defined and promoted?

F. Board of Trustees and Chancellor Relationship

1. Does a climate of mutual trust and support exist between the Board of Trustees and the Chancellor?
2. Does the Board of Trustees regularly assess the Chancellor?
3. Does the Board understand the priorities of each of the major initiatives of the District?

4. Is the Chancellor utilizing the unique talents of the members of the Board of Trustees?
5. Are there other appropriate roles in which the Board of Trustees members would like to be more deeply involved?
6. How can the Chancellor assist the Board of Trustees members to function more effectively?
7. How can the Board of Trustees assist the Chancellor in accomplishing the District's goals more effectively?
8. Other subjects?

Office of Primary Responsibility: Board of Trustees

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Date Approved: May 15, 2007

***Revised:***

(Replaces Regulation 1043)

**BP 2750 BOARD MEMBER ABSENCE FROM STATE**

**Reference:**

**Government Code Section 1064**

*(NOTE: This Policy was created in order to reflect an amendment to Gov. Code Section 1064 regarding Board member absences from the state. **This is Policy is legally advised**)*

**No member of the Board shall be absent from the state for more than 60 days, except in any of the following situations:**

- **Upon business of the community college district with the approval of the Board.**
- **With the consent of the Board for an additional period not to exceed a total absence of 90 days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limit for absence from the state may be extended by the Board.**
- **For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason on the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.**
- **The term of an interim member of the Board appointed as set forth above, may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.**

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**Date Adopted:**

**BP 3410 NONDISCRIMINATION**

References:

- Education Code Sections 200 et seq, 66250 et seq., 70901, 72010, et seq., and 87100 et seq.;
- Penal Code Sections 422.55 et seq;
- Government Code Sections 11135 -11139.5, 12926.1 and 12940 et seq.;
- California Code of Regulations, Title 5 Sections 53000 et seq. and 59300 et seq.;
- Title 20, United States Code, Section 1681
- Title 29, United States Code, Section 794
- Title 42, United States Code Sections 6101, 12100 et seq, and 2000d
- Accreditation Standard I.6
- Veterans Employment Opportunity Act of 1998

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to actual, perceived or association with others' ethnic group identification, national origin, religion, age, ~~sex or gender~~, **gender identity, gender expression** race, color, **genetic information**, ancestry, sexual orientation, or physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code. In addition to these protected bases, the District additionally provides equal employment opportunities to all applicants and employees regardless of gender, medical condition, marital status, or status as a Vietnam-era veteran.

The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory.

The District shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the development, procurement, maintenance, or use of electronic or information technology and respond to and resolve unlawful discrimination complaints regarding accessibility. Such complaints will be treated as complaints of discrimination on the basis of disability.

Information regarding the filing of a complaint can be obtained from the Director, Diversity, Equity and Compliance, and is also included in Administrative Procedures 3410 and 3435.

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Date Approved: May 15, 2007  
Revised: February 26, 2008  
Revised: November 18, 2008  
(Replaces Policies 6100 and 6200)  
**Revised:**

General Institution  
DRAFT – CHANGES PER CCLC UPDATE  
20

**BP 3430 PROHIBITION OF HARASSMENT AND RETALIATION**

**References:**

Education Code Sections 212.5, 44100, 66250, et seq, 66271.1, 66281.5  
66700, 70901 and 72011;  
California Code of Regulations, Title 5, Sections 59320, et seq;  
Government Code Sections 11135-11139.5, and 12950.1;  
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e;  
Title IX, Education Amendments of 1972  
Penal Code Section 422.55 and 422.6  
Title 20, United States Code, Section 1681  
Title 29, United States Code, Section 794  
Title 42, United States Code, Sections 6101, 2000d and 12100, et seq.

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation **including acts of sexual violence**. It shall also be free of other unlawful harassment, including that which is based on actual, perceived or association with others' ethnic group identification, national origin, religion, age, ~~sex or gender~~, **gender identity, gender expression**, race, color, ancestry, sexual orientation, physical or mental disability, **genetic information**, or any characteristic listed or defined in Section 11135 of the government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Retaliation may involve, but is not limited to, the making of reprisals or threats of reprisals, intimidation, coercion, discrimination or harassment following the initiation of an informal or formal complaint. Such conduct is illegal and constitutes a violation of this policy.

Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint, who refers a matter for investigation or complaint, who participates in an investigation, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of unlawful discrimination or harassment.

All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will pursue all measures within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

The Chancellor shall establish procedures that define harassment and establish reporting procedures for employees, students, and other members of the District community that provide for the investigation and resolution of complaints regarding discrimination and harassment.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled "Handling Complaints of Unlawful Discrimination or Harassment". A copy of the procedure is available at <http://www.rccd.edu/administration/board/Pages/BoardPolicies.aspx>, in each College library and all administrative offices in the District. Supervisors are required to report all incidents of harassment and retaliation that come to their attention.

To this end, the Chancellor shall ensure that the institution undertakes at least education and training activities to counter discrimination harassment and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment. However, because of their special responsibilities under the law, supervisors will also undergo mandatory training within six (6) months of assuming a supervisory position. This policy and related written procedures, **including the procedure for making complaints**, shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution.

Employees found in violation of this policy may be subject to disciplinary action up to and including termination. Students found in violation of this policy may be subject to disciplinary measures up to and including expulsion.

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Date Adopted: February 26, 2008

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Revised: November 18, 2008

**Revised:**

(Replaces Policies 3110/4110/6110)



General Institution  
**DRAFT – CHANGES PER CCLC UPDATE 20**

**BP 3820 GIFTS**

**Reference:**

Education Code Section 72205, 72670

The District is committed to accept gifts, grants, donations and bequests for the benefit of the District. Acceptance of such gifts, grants, donations and bequests will be through the Riverside Community College District Foundation Board of Directors and may be subject to such conditions or restrictions as they may prescribe. The Board of Directors reserves the right to refuse to accept any gift which does not contribute toward the goals of the District, or the ownership of which would have the potential to deplete resources of the District.

A coordinated program of fund raising from governmental, business and community sources to assist in supporting the District's goals and objectives will be pursued by the Foundation with the prior approval of the Board of Trustees and the Chancellor.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the Foundation or the District of a product, enterprise, or entity.

In no event shall the Foundation Board of Directors accept a donation from any donor who engages in practices or policies which discriminate against any person on the basis of **nationality, religion, age, gender, gender identity, gender expression, race or ethnicity, medical condition, genetic information, ancestry, sexual orientation, marital status, or physical or mental disability** ~~race, sex (i.e., gender), color, religion, national origin, age, disability, or sexual orientation~~; or when the stated purposes of the donation are to facilitate such discrimination in providing educational opportunity.

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Date Adopted: March 17, 2009

**Revised:**

(Replaces RCCD Policy 6140)

**BP 4040 LIBRARY AND OTHER INSTRUCTIONAL SUPPORT  
SERVICES**

**Reference:**

Education Code Section 78100;

**Civil Code Section 1798.90**

The District shall have library services that are an integral part of the educational program **and will comply with the requirements of the Reader Privacy Act.**

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Date Adopted: May 15, 2007

**Revised:**

(Replaces Policy 7036)

**BP 5040 STUDENT RECORDS, DIRECTORY INFORMATION  
AND PRIVACY**

**References:**

- Education Code Sections 76200 et seq.;
- Title 5 Sections 54600 et seq.;
- U.S. Code Sections 93-380

The Chancellor shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit **third party access to this** the information **by contacting the Admissions & Records Office**.

Directory information shall include:

- Student's name, ~~address, telephone listing, e-mail, major field of study, dates of attendance, enrollment status (e.g. full/part time);~~
- **Major field of study;**
- **Dates of attendance;**
- **Enrollment status (e.g. full/part time);**
- Student participation in officially recognized activities and sports including weight, height, and high school of graduation of athletic team members;
- Degrees and awards received by students, including honors, scholarship awards, athletic awards, and Dean's List recognition;
- ~~The most recent previous public or private school attended by the student;~~
- ~~Any other information authorized, in writing, by the student.~~

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Date Adopted: November 18, 2008  
(Replaces RCCD Policy 6070)

**Revised:**

Student Services

DRAFT – CHANGES PER CCLC UPDATE 20

BP 5130 FINANCIAL AID

References:

20 U.S. Code Sections 1070 et seq.;  
34 Code of Federal Regulations Part 668;  
Education Code Section 76300;  
U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.

A program of financial aid to students will be provided, which may include, but is not limited to, waivers, scholarships, grants, loans, or work and/or employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency and will incorporate federal, state, institutional and other applicable regulatory requirements.

Under the guidance of the Chancellor, the College Chief Student Financial Services officers shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

Misrepresentation

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in “substantial misrepresentation” of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The Chancellor shall establish procedures for regularly reviewing the District’s website and other informational materials for accuracy and completeness and for training District employees and vendors providing ~~covered services~~ **educational programs, marketing, advertising, recruiting or admissions services** concerning the District’s educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The Chancellor shall establish procedures wherein the District shall periodically monitor employees’ and vendors’ communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its Governing Board do not waive any defenses or governmental immunities by enacting this policy.

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Date Adopted: November 18, 2008

Revised: December 13, 2011

**Revised:**

Student Services

DRAFT – CHANGES PER CCLC UPDATE 20

**BP 5140 DISABLED STUDENT PROGRAMS AND SERVICES**

**References:**

Education Code Sections 67310 and 84850;  
Title 5 Sections 56000 et seq. **and 56027**

The District is committed to the full inclusion of and effective communication with individuals with disabilities.

**Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable programs in the District.**

Disabled Student Programs and Services (DSP&S) shall be the primary provider of reasonable accommodations, academic adjustments, adaptive equipment, rehabilitation counseling and academic counseling to students with qualifying documented disabilities who request these services.

**DSP&S services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.**

Procedures that specify the standards for publication of alternative formats and guidelines for designing, creating, purchasing, and disseminating materials utilized in communicating to the community we serve will be revised and updated as appropriate.

No student with disabilities is required to participate in Disabled Students Programs and Services Program.

**The District/College shall respond in a timely manner to accommodation requests involving academic adjustments. The Chancellor shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.**

The Chancellor shall assure that the Offices of DSP&S conform to all requirements established by the relevant laws and regulations.

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Date Adopted: November 18, 2008

**Revised:**

Student Services  
DRAFT CCLC Update 20 - NEW

**BP 5510** ***INCIDENTS INVOLVING STUDENTS AT OFF-CAMPUS  
LOCATIONS OF RECOGNIZED STUDENT  
ORGANIZATIONS/CLUBS***

**Reference:**

34 Code of Federal Regulations Section 668.46(b)(7)

**Note:** *This policy is **legally required** even if the District has no officially recognized student organizations with off-campus locations.*

**The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District.**

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**NOTE:** *The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore) in legal Update 19 dated August 2011.*

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**Date Adopted:**

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

**BP 5800 BOOKSTORE(S)**

**Reference:**

Education Code Section 81676

**Civil Code Section 1798.90**

The District's bookstore(s) may be operated by the District, or, by an outside, qualified vendor.

**College bookstore(s) shall comply with the requirements of the Reader Privacy Act.**

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Date Adopted: November 18, 2008

***Revised:***



## Agenda Item (VIII-B-1)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Agreement for Open Campus Services with Blackboard Student Services and California Community College Foundation
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the agreement for \$169,977.00 for hosting open campus 24/7 help desk.

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### Background Narrative:

Presented for the Board's review and consideration is an agreement with Blackboard Student Services (formerly Presidium) in collaboration with the California Community College Foundation (CCCCF), to purchase dedicated 24/7 help desk hosting for Open Campus online-based distributed courses.

The agreement will provide Open Campus with 24/7 hosted help desk support for all online-based students and instructors in over 800 sections of online-based courses (online, hybrid and web enhanced) which serve over 21,000 individual students per term. The term of the hosting agreement is for three years from July 1, 2012 to June 30, 2015. Through an agreement with the CCCC, the cost is discounted to \$55,656.60 for the first and second years and \$58,663.80 for the third year for a total cost of \$169,977.00.

Blackboard Student Services provides real-time 24/7 assistance to students and instructors via their fully hosted web-based knowledge base designed to empower users to maximize the value of the Blackboard Learn 9.1 learning management system used for online-based courses in the District.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Glen Brady, Director, Distance Education/Open Campus  
Sylvia Thomas, Associate Vice Chancellor, Educational Services

### Attachments:

[Agreement Blackboard Student Services Managed Contract-2012-2015 REV.pdf](#)





## Blackboard Student Services (Formerly Presidium)

College Name: Riverside Community College District

### Primary Contact

Name: Glen Brady

Title: Director, Distance Education

Email: glen.brady@rccd.edu

Phone: 951-222-8561

Fax: 951-686-4122

### Secondary Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Blackboard Student Services Managed Contact Center Solutions for Customer will include:

### Support Portal and Knowledge Base:

Offering a fully hosted, web-based knowledge base designed to encourage self-service and empower users to maximize the value of their Blackboard Student Services teaching and learning environment.

- The Blackboard Student Services Knowledge Base allows for customized branding and generally integrates within and throughout commercial and open source Learning Management Systems
- Link directly to the Blackboard Student Services Knowledge Base from the login page, or directly from a course by clicking on the “help” icon
- The Blackboard Student Services knowledge base is searchable, customizable, and fully managed by a dedicated Blackboard Student Services account manager
- Includes knowledge base articles, tip sheets, and animated tutorials
- For purposes of this Agreement, minimal customizations in 4 areas will be made available: and additional customizations are available for an additional set fee.  
Password Reset Procedures\  
Branding of the portal  
Other areas to be determined by customer and Blackboard Student Services

### Realtime eChat:

- The realtime eChat provides a direct, chat-based messaging link to a certified Blackboard Student Services support representative; through the real time chat engine users may interact directly with a support representative 24/7/365.
- Provide users with a detailed chat transcript after each session
- Integrated with ticket tracking Support Applications to ensure comprehensive reporting of both chat-based and phone-based inquiries.

### Toll Free Phone-based Support:

- The operation will be fully staffed and available for both campus-based and distance learners 24/7/365.
- Customized Branding - Privately Branded scripting and messaging will provide a seamless experience for users and administrators
- Strict Service Level Management Approach
- Detailed monthly reports providing number and type of service requests, as well as depth of usage within each of the application subsystems (i.e., gradebook, assessments, virtual classroom)
- Based on type and nature of inbound calls, Blackboard Student Services will make recommended approaches for managing the Customer Knowledge Base
- Platinum level support and Tier 1 interaction level

2. **Additional Upgrade Options** Colleges will have the option to upgrade their services provided by Blackboard Student Services.

**Please return your PO and this signed form to:** FCCC, CollegeBuys Program, 1102 Q Street, Suite 3500  
Sacramento, CA 95811

Contact: Johanna Dizon /916.325.0122 / jdizon@foundationccc.org / FAX: 916-325-0844

**Course Management System Upgrade Options:  
Privately Branded Fully Customizable Portal  
Seats in a shared ticketing System**

**Additional Support Upgrade Option** Should a participating college request Blackboard Student Services to provide support for additional information technology applications. Blackboard Student Services and the college will determine the volume associated with supporting the application. A schedule will be completed with the volume and applications to be supported.

- Platinum Level Support - add

**3. Methods of Accessing Support**

The Support Service will include knowledge base, chat-based and phone-based support for all named students and faculty members. It is expected that international users will rely on chat-based support and knowledge-base tools.

**4. Support Availability**

Support will be available to faculty and students 24/7/365.**NOTE:** Blackboard Student Services shall use best efforts to make the Support Applications and Support Solutions available to Customer. Notwithstanding, however, from time to time, it may be necessary to provide scheduled maintenance and upgrades to various components of the Support Applications and other technologies used in providing the Support Solutions. In such circumstances, there may be periodic downtime which Blackboard Student Services will use its best efforts to schedule during non-busy time periods.

**5. Monthly Reporting**

Included in the support package are monthly reports outlining all incidents received during the period categorized by severity and affected application area. This information will be useful in adjusting certain program aspects to reduce the number of end-user problems in future months.

**6. Service Level Agreement & Pricing Assumptions:**

Blackboard Student Services' Managed Contact Center solutions include a service level warranty to ensure timely resolution of issues and response times, as follows:

Live Phone Average Speed to Answer Guarantee: under 3 Minutes, measured on a quarterly basis.

Upon notice to Customer or by Customer of Blackboard Student Services' failure to perform against stated service levels, Blackboard Student Services will have ten (10) days to remedy such failure(s). Upon the second notification for failure to perform for a stated monthly term, Blackboard Student Services shall have 3 business days to remedy and will apply a 10% credit of the call center operations fees for the current quarterly term to the Client's next invoice, if any.

**Riverside Community College District**

**Term: July 1, 2012-June 30, 2015**

Year One (1)

<b>Project/Account Management</b>	Includes knowledge base provisioning and updating, work flow implementation and management, escalation customizations, survey completions for satisfaction monitoring, monthly reporting and monthly status conference calls – for Riverside Community College District	\$ 4,500.00
<b>Service Desk Infrastructure</b>	Includes infrastructure expenses – overhead and FCCC processing fee	\$ 8,264.60
<b>Service Desk Operations</b>	Based on Live support requests (phone, chat, web submission) FTES based model – based on FTES of	\$ 47,392.00
<b>Total</b>		\$ 60,156.60
Less FCCC \$4500	Note: In future years, the System office may not be able to cover the Account Management portion of the renewal. In this case, it would fall back to the College.	\$ (4,500.00)
<b>Total Anticipated Charges</b>		\$ 55,656.60

Year Two (2)

<b>Project/Account Management</b>	Includes knowledge base provisioning and updating, work flow implementation and management, escalation customizations, survey completions for satisfaction monitoring, monthly reporting and monthly status conference calls – for Riverside Community College District	\$ 4,500.00
<b>Service Desk Infrastructure</b>	Includes infrastructure expenses – overhead and FCCC processing fee	\$ 8,264.60
<b>Service Desk Operations</b>	Based on Live support requests (phone, chat, web submission) FTES based model – based on FTES of	\$ 47,392.00
<b>Total</b>		\$ 60,156.60
Less FCCC \$4500	Note: In future years, the System office may not be able to cover the Account Management portion of the renewal. In this case, it would fall back to the College.	\$ (4,500.00)
<b>Total Anticipated Charges</b>		\$ 55,656.60

Year Three (3)

<b>Project/Account Management</b>	Includes knowledge base provisioning and updating, work flow implementation and management, escalation customizations, survey completions for satisfaction monitoring, monthly reporting and monthly status conference calls – for Riverside Community College District	\$ 4,725.00
<b>Service Desk Infrastructure</b>	Includes infrastructure expenses – overhead and FCCC processing fee	\$ 8,677.20
<b>Service Desk Operations</b>	Based on Live support requests (phone, chat, web submission) FTES based model – based on FTES of	\$ 49,761.60

**Please return your PO and this signed form to:** FCCC, CollegeBuys Program, 1102 Q Street, Suite 3500  
Sacramento, CA 95811

Contact: Johanna Dizon /916.325.0122 / jdizon@foundationccc.org / FAX: 916-325-0844

<b>Total</b>		\$ 63,163.80
Less FCCC \$4500	Note: In future years, the System office may not be able to cover the Account Management portion of the renewal. In this case, it would fall back to the College.	\$ (4,500.00)
<b>Total Anticipated Charges</b>		<b>\$ 58,663.80</b>

By signing below you certify that you have read and agree to the Terms and Conditions contained in the Blackboard Student Services License Agreement. In addition, your signature serves as the purchase commitment for your institution.  
 Payment must be addressed to Foundation for California Community Colleges.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

<b><i>PO must be addressed to Foundation for California Community Colleges. Please return your PO with this signed form.</i></b>	PO #:
--	-------

**Please return your PO and this signed form to:** FCCC, CollegeBuys Program, 1102 Q Street, Suite 3500  
 Sacramento, CA 95811  
 Contact: Johanna Dizon /916.325.0122 / jdizon@foundationccc.org / FAX: 916-325-0844



## Agenda Item (VIII-C-1)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Planning and Operations (VIII-C-1)
Subject	2014-2018 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals
College/District	District
Funding	N/A
Recommended Action	It is recommended the Board of Trustees approve: 1) 2014-2018 Five-Year Capital Construction Plan; 2) the Initial Project Proposals: Health Science Center (Moreno Valley College), Center for Human Performance (Moreno Valley College), Center for Human Performance and Kinesiology (Norco College), Cosmetology Building (Riverside City College); 3) the Final Project Proposals: Library Learning Center (Moreno Valley College), Multimedia and Arts Center (Norco College), and Life Science/Physical Science Reconstruction (Riverside City College).

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### Background Narrative:

The California Community College Chancellor's Office requires each Community College District to submit annually a Five-Year Capital Construction Plan, proposed Initial Project Proposals (IPPs), and Final Project Proposals (FPPs) for state funding. Provided for the Board's review and approval are the Riverside Community College District's 2014-2018 Five-Year Capital Construction Plan and the following project proposals (Exhibit I):

#### Initial Project Proposals:

1. Moreno Valley College – Health Science Center
2. Moreno Valley College – Center for Human Performance
3. Norco College – Center for Human Performance and Kinesiology
4. Riverside City College – Cosmetology Building

#### Final Project Proposals:

1. Moreno Valley College – Library Learning Center
2. Norco College – Multimedia and Arts Center
3. Riverside City College – Life Science/Physical Science Reconstruction

Prepared By: Sandra Mayo, President, Moreno Valley College  
Paul Parnell, President, Norco College  
Cynthia Azari, President, Riverside City College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Laurens Thurman, District Consultant  
Norm Godin, Vice President, Business Services (RCC)  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[08212012\\_Five Year Capital Construction Plan \(Exhibit I\)](#)

**District Projects Priority Order**

Riverside CCD

No.	Project	Occupancy	Source	Schedule of Funds						
				2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019
	ASF	Total Cost								
1	Wheelock Gymnasium, Seismic Retrofit		Riverside City College							
	5,943	2011/2012								
		\$9,165,000	State							
		\$7,450,000	NonState							
2	Nursing / Science Building		Riverside City College							
	49,458	2011/2012								
		\$44,895,000	State							
		\$11,945,000	NonState							
3	PH III-STUDENT ACADEMIC SERVICES		Moreno Valley College							
	23,508	2012/2013								
		\$15,101,000	State							
		\$5,393,000	NonState							
4	NORCO OPERATIONS CENTER (PBX/M		Norco College							
	11,642	2012/2013								
		\$11,775,000	NonState							
5	SECONDARY EFFECTS PROJECT (IT P		Norco College							
	3,268	2012/2013								
		\$16,044,000	NonState							
6	ADA TRANSITION PLAN & IMPLEMENT		Riverside District Administrative Office*							
		2012/2013	(C)(E)							
		\$6,360,000	NonState	\$5,760,000						
7	LOVEKIN PARKING/TENNIS/PORTABL		Riverside City College							
	-21,600	2012/2013	(W)(C)(E)							
		\$3,378,000	State	\$3,228,000						
8	FOOD SERVICES "GRAB-N-GO" FACILI		Riverside City College							
		2012/2013	(C)(E)(P)(W)							
		\$891,000	NonState	\$891,000						
9	I. T. UPGRADE		Riverside District Administrative Office*							
		2012/2013	(C)(E)							
		\$5,840,000	NonState	\$5,420,000						
10	UTILITY INFRASTRUCTURE UPGRADE		Riverside District Administrative Office*							
		2013/2014	(C)(E)							
		\$6,200,000	NonState	\$5,744,000						
11	NETWORK OPERATIONS CENTER (NO		Moreno Valley College							
	1,500	2013/2014	(C)(E)							
		\$3,024,000	NonState	\$2,729,000						
12	MARKET ST PROP-CULINARY ARTS BL		Riverside City College							
	12,782	2015/2016	(P)(W) (C)							
		\$33,350,761	NonState	\$3,120,054	\$27,695,282			(E)	\$2,535,425	
13	COIL SCHOOL FOR THE ARTS		Riverside City College							
	26,500	2015/2016	(W) (C) (E)							
		\$41,138,000	NonState	\$1,483,000	\$35,602,000	\$2,300,000				

**LEGEND**

ASF = Assignable Square Footage  
 P = Preliminary Drawings  
 W = Working Drawings  
 C = Construction  
 E = Equipment  
 \* = District Office Not Eligible for State Funds

**District Projects Priority Order**

Riverside CCD

No.	Project	Occupancy		Source	Schedule of Funds									
		ASF	Total Cost		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019			
14	STUDENT SERVICES/ADMINISTRATIO	15,000	2015/2016		Riverside City College	(P)(W)	(C)	(E)						
			\$27,730,000	NonState		\$2,008,000	\$24,340,000	\$1,382,000						
15	LIBRARY LEARNING CENTER (LLC)	17,152	2017/2018		Moreno Valley College			(P)(W)	(C)(E)					
			\$27,281,000	State				\$2,027,000	\$25,254,000					
16	MULTIMEDIA AND ARTS CENTER (MA	82,776	2017/2018		Norco College			(P)(W)	(C)(E)					
			\$60,285,000	State				\$4,394,000	\$55,891,000					
			\$1,450,000	NonState				\$99,000	\$1,351,000					
17	LIFE SCIENCE/PHYSICAL SCIENCE RE	470	2018/2019		Riverside City College			(P)(W)	(C)(E)					
			\$24,376,000	State				\$1,101,000	\$23,275,000					
			\$3,566,000	NonState				\$1,101,000	\$2,465,000					
18	COSMETOLOGY BUILDING	14,386	2018/2019		Riverside City College				(P)(W)	(C)(E)				
			\$18,261,000	State					\$870,000	\$17,391,000				
			\$1,594,000	NonState					\$870,000	\$724,000				
19	HEALTH SCIENCE CENTER	32,707	2018/2019		Moreno Valley College				(P)(W)	(C)(E)				
			\$33,673,000	State					\$1,806,000	\$31,867,000				
			\$4,913,000	NonState					\$1,255,000	\$3,658,000				
20	CENTER FOR HUMAN PERFORMANCE	41,319	2018/2019		Moreno Valley College				(P)(W)	(C)(E)				
			\$24,787,000	State					\$2,082,000	\$22,705,000				
			\$1,025,000	NonState					\$99,000	\$926,000				
21	CENTER FOR HUMAN PERFORMANCE	38,648	2018/2019		Norco College				(P)(W)	(C)(E)				
			\$18,206,000	State					\$1,062,000	\$17,144,000				
			\$8,178,000	NonState					\$1,182,000	\$6,996,000				
22	MAC SECONDARY EFFECTS	-87	2018/2019		Norco College							(P)(W)	(C)(E)	
			\$200,000	NonState										\$200,000
23	CENTER FOR HUMAN PERFORMANCE	1,600	2019/2020		Norco College					(P)(W)	(C)(E)			
			\$7,720,000	State						\$635,000	\$7,085,000			
24	BEN CLARK PUBLIC SAFETY TRAINING	20,000	2019/2020		Moreno Valley College					(P)(W)	(C)(E)			
			\$13,191,000	State						\$1,441,000	\$11,750,000			
			\$5,190,000	NonState							\$5,190,000			
25	SOUTH CORONA ACADEMIC FACILITI	40,442	2019/2020		Norco College					(P)(W)	(C)(E)			
			\$8,000,000	State							\$8,000,000			
			\$10,295,000	NonState						\$1,199,000	\$9,096,000			

**District Projects Priority Order**

Riverside CCD

No.	Project	Occupancy	Source	Schedule of Funds							
				2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	
26	BUSINESS EDUCATION REPURPOSE -7,176	2019/2020 \$5,294,000	NonState	Riverside City College						(P)(W) \$463,000	(C)(E) \$4,831,000





## Agenda Item (VIII-D-1)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Resources (VIII-D-1)
Subject	Budget Augmentation 3 for Citrus Belt Savings and Loan Gallery (Center for Social Justice & Civil Liberties)
College/District	Riverside
Funding	Redevelopment Pass-Through Funds
Recommended Action	It is recommended that the Board of Trustees approve budget augmentation No. 3 in the amount of \$140,000 for changes not in the original scope, ADA improvements and miscellaneous changes.

---

### Background Narrative:

Staff now requests the Board of Trustees approve a budget augmentation in the amount of \$140,000 to fund additional work not in the original scope and requested by staff, for the Citrus Belt Savings and Loan Gallery project. The budget augmentation includes Americans with Disabilities Act improvements requested by Public Works, and other miscellaneous changes to the project.

If approved, the augmented total project budget for the Citrus Belt Savings and Loan Gallery project would be \$5,311,683.

Prepared By: Chris Carlson, Chief of Staff  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:



## Agenda Item (VIII-E-1)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-1)
Subject	Amendment for Moreno Valley Dental Education Center with All American Inspection, Inc.
College/District	Moreno Valley
Funding	College and District Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment No. 1 with All American Inspection, Inc. in the amount of \$825.

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### Background Narrative:

On June 21, 2011, a budget augmentation in the amount of \$1.2 million was approved by the Board of Trustees for the Moreno Valley Dental Education Center (MDEC). The increased cost was due to the project scope, market conditions, bidder interest, and the urgency of the project schedule.

Within the approved budget augmentation, a provision to increase the inspection services was included. Staff now requests approval of Amendment No. 1 with All American Inspection, Inc. in the amount of \$825 for additional services resulting from the extended time to complete site work activities, and for the project's extended closeout duration. The total agreement amount with All American Inspection, Inc. including amendment and reimbursable expenses is \$89,225.

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

Prepared By: Sandra Mayo, President, Moreno Valley College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Laurens Thurman, District Consultant  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction

### Attachments:

[08212012\\_AAI\\_Amendment No. 1](#)

FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
ALL AMERICAN INSPECTION, INC.  
*(Moreno Valley Dental Education Center Project)*

This document amends the original agreement and amendments between the Riverside Community College District and All American Inspection, Inc., which was originally approved by the Board of Trustees on March 1, 2011.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$825, including reimbursable expenses. All American Inspections, Inc.'s agreement, including amendment and reimbursable expenses, now totals \$89,225. The term of this contract, payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is for an additional eleven (11) hours of labor required to complete the project.

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

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

ALL AMERICAN INSPECTION, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Stacey Douglas  
Vice President  
5225 Canyon Crest Drive, Suite #71-358  
Riverside, CA 92507

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

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

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



## Agenda Item (VIII-E-2)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-2)
Subject	Amendment for Student Academic Services Facility – Phase III with DLR Group WWCOT
College/District	Moreno Valley
Funding	State Construction Act Funds and College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment No. 2 with DLR Group WWCOT in the amount of \$14,590.

---

### Background Narrative:

Staff now requests approval of an Amendment No. 2 with DLR Group WWCOT in the amount of \$14,590 for additional services regarding changes to Eastern Municipal Water District's submittal requirements, irrigation controller design, and redesign of the steel column footings for the Student Academic Services Facility – Phase III project at the Moreno Valley College. The Amendment is attached for the Board's review and consideration. The total agreement amount with DLR Group WWCOT including amendments and reimbursable expenses is \$1,355,005.

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

Prepared By: Sandra Mayo, President, Moreno Valley College  
David Bobbitt, Interim Vice President, Business Services (MVC/NC)  
Laurens Thurman, District Consultant  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction

### Attachments:

[08212012\\_WWCOT\\_Amendment No. 2](#)

SECOND (2) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
DLR GROUP WWCOT  
(MVC Phase III – Student Academic Services Facility Project)

This document amends the original agreement between the Riverside Community College District and DLR GROUP WWCOT, which was approved by the Board of Trustees on October 19, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$14,590, including reimbursable expenses, totaling agreement to \$1,355,005. The term of the agreement, payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

DLR GROUP WWCOT

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Pamela Touschner  
Principal  
4280 Latham Street, Suite H  
Riverside, CA 92501

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

Exhibit I

**SCOPE OF WORK:**

**Task 1.0**

Easter Municipal Water District (EMWD) submittal requirements have been updated as of December 23, 2010. The original contract with RHA Landscape Architects (RHA) was based on the EMWD 2007 Guidelines which is 22 pages. The new EMWD 2010 guidelines are now 143 pages, requiring conversion of our existing drawings to an EMWD digital format including digital base updating, layer naming, line type conversion, use of digital block standards, pen assignments, font changes to standards and preparing RW CAD as-built digital plans from the contractors redlined as-builts upon construction.

**Task 2.0**

RHA has been asked to revise a previously approved irrigation controller to a site central controller. The additional scope of work is for research and coordination to include a central irrigation controller intended to service the entire campus. Upon determining the system and probable costs, RCCD directed RHA to specify a satellite controller only for the local project area, one that would be compatible with a future central control system. The original master controller had been specified by others as part of the Learning Gateway Building project, which will no longer precede this project. RHA had been asked to indicate the model number and associated details from the Learning Gateway Building project. However, the model number was inaccurate and additional time was spent to research and coordinate the specific item.

**Task 3.0**

TMAD Taylor & Gaines (TTG) has been requested to redesign steel column footing foundations at two locations to avoid an existing concrete duct bank that was not shown in the as-built documents given to DLR Group WWCOT. TTG will provide structural calculations, revise drawings and details for submittal to the Division of the State Architect (DSA). No additional site visits are included.

**Task 4.0**

DLR Group WWCOT will coordinate all of the work described above and will process the structural changes with DSA.

**PROPOSED FEE:**

DLR Group WWCOT will provide the services described for a fixed fee of Fourteen Thousand Five Hundred Ninety Dollars (\$14,590). The Fee breakdown is as follows:

RHA Landscape Architects (Task 1)	\$2,870
RHA Landscape Architects (Task 2)	\$1,450
TMAD Taylor & Gaines (Task 3)	\$7,500
DLR Group WWCOT (Task 4)	\$1,000
<u>Consultant Administrative Mark Up (15%)</u>	<u>\$1,770</u>
Total	\$14,590

Should there be changes to the scope of the project that affect the fee, we will not proceed without written and signed authorization from RCCD for additional services. Our 2012 hourly billing rates are defined as follows:

<u>Architectural</u>	<u>Rates</u>
Client Leader	\$ 250
Principal	\$ 220
Technical/Design Leader	\$ 180
Senior Professional	\$ 150
Quality Control Professional	\$ 150
Professional	\$ 125
Professional Support	\$ 105
Technical	\$ 85
Clerical	\$ 60



## Agenda Item (VIII-E-3)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-3)
Subject	Amendment for Norco Operations Center with Hill Partnership, Inc.
College/District	Norco
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment No. 5 with Hill Partnership, Inc. in the amount of \$8,720 for architectural and engineering services.

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### Background Narrative:

Staff requests approval of Amendment No. 5 with HPI in an amount not to exceed \$8,720 for additional architectural and structural engineering services for design of the shading device for the South and West exposure windows at the Administration Building and structural modifications required to resolve undocumented existing conduit banks occurring within the building footprint. Amendment No. 5 is attached for the Board's review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$1,003,701.50.

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

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

### Attachments:

[08212012\\_HPI\\_Amendment No. 5](#)

FIFTH (5) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HILL PARTNERSHIP, INC.  
*(Operations Center Project – Norco College)*

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

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$8,720, including reimbursable expenses. Hill Partnership, Inc.'s agreement, including amendments and reimbursable expenses, now totals \$1,003,701.50. The term of this agreement shall be from the original agreement date of May 20, 2009, to the extended estimated completion date of December 31, 2013. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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



## Exhibit I

Project: Norco Operations Center

### **SERVICES**

Provide architectural and structural engineering design services for the following additional scope of work at a fixed fee total amount of \$8,720.

#### **Cantilevered Canopies at South and West Walls:**

- Design and detailing of shading device for South and West exposure windows at Administration Building. This addition is required as a result of the elimination of concrete arcade wall and sun shades between the arcade wall and the building, per District's direction;
- Structural calculations and drawings to DSA to add steel-framed cantilevered canopies over each window along the South and West walls of the building (grids AF and A2). Canopies will cantilever out 30" maximum from the exterior face of the CMU wall;
- Coordination of engineering disciplines;
- Process a FCD to DSA.

*Compensation at a fixed fee of \$5,570*

#### **Existing Conduit/Footing Intersection:**

- Structural modification required to resolve numerous undocumented existing conduit banks occurring within the building footprint;
- Coordination of engineering disciplines;
- Process a FCD to DSA.

*Compensation at a fixed fee of \$3,150*



## Agenda Item (VIII-E-4)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-4)
Subject	Change Order 5 for Wheelock Gymnasium, Seismic Retrofit with ISEC, Inc.
College/District	Riverside
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees: (1) approve project Change Order No. 5 with ISEC, Inc. in the amount totaling \$14,397.57; (2) and approve the change order in excess of ten percent by a total of \$82,816.87.

---

### Background Narrative:

Staff now requests approval of Change Order No. 5 with ISEC, Inc. in the amount of \$14,397.57 for the Wheelock Gymnasium, Seismic Retrofit project. ISEC Inc.'s contract would now total \$2,612,771.57, exceeding the allowable ten percent change order allowable by a total of \$82,816.87. A Change Order Summary is attached for the Board's review and consideration.

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

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President, Business Services (RCC)  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[08212012\\_WSR\\_Change Order No. 5](#)

Riverside Community College District  
 Facilities Planning and Development  
 Riverside Wheelock Gymnasium, Seismic Retrofit

CHANGE ORDER SUMMARY

Change Order: 5  
 Contractor: ISEC, Inc.

<i>Contract Amount:</i>	\$	2,299,977.00
<i>Change Order No. 1 Amount:</i>	\$	82,795.00
<i>Change Order No. 2 Amount:</i>	\$	85,639.00
<i>Change Order No. 3 Amount:</i>	\$	6,049.00
<i>Change Order No. 4 Amount:</i>	\$	123,914.00
<i>Change Order No. 5 Amount:</i>	\$	14,397.57
<i>Revised Contract Sum:</i>	\$	2,612,771.57
<i>Original Contract Contingency:</i>	\$	229,977.70
<i>Remaining Contract Contingency:</i>	\$	-82,816.87

Change Order No. 5 Description:

Wood Floor Sports – Vera Shield Vapor Barrier <i>Requested by: District/Construction Manager</i> <i>Accountability: Architect Errors &amp; Omissions</i>	\$10,233.00
Painting at added Fire Sprinklers <i>Requested by: Architect</i> <i>Accountability: Architect Errors &amp; Omissions</i>	\$11,687.00
Shower Hooks and Additional Padding <i>Requested by: District</i> <i>Accountability: Requested by College</i>	\$5,212.00
Installation of Entrance Mats at the Mezzanine Level <i>Requested by: District/Construction Manager</i> <i>Accountability: Requested by College/Project Manager</i>	-\$7,118.00
Added Metal Railings at North Site Walls and Stair No. 05 <i>Requested by: District/Architect</i> <i>Accountability: Architect Errors &amp; Omissions</i>	\$1,606.00
Painting at Revised Screen Wall Support <i>Requested by: District/Architect</i> <i>Accountability: Architect Errors &amp; Omissions</i>	\$751.00
Added Interior Room Signage <i>Requested by: District</i> <i>Accountability: Requested by College/Project Manager</i>	\$3,278.00
Light Box revisions <i>Requested by: District/Architect</i> <i>Accountability: Architect Errors &amp; Omissions</i>	-\$7,341.00

CHANGE ORDER SUMMARY (Continued)

Door Revisions	-\$3,775.58
<i>Requested by: Construction Manager</i>	
<i>Accountability: Back Charge from BC#01 – Inland Building Construction</i>	
Temporary Doors at Restrooms	\$3,945.00
<i>Requested by: District/Construction Manager</i>	
<i>Accountability: Site Security</i>	
Plumbing Sensor Re-Installation post Tile Repairs	-\$2,004.00
<i>Requested by: Construction Manager</i>	
<i>Accountability: Back Charge from BC#09 – Pro Craft Plumbing</i>	
Power Relocation for Winch Installation and Steel Revisions	\$-2,075.85
<i>Requested by: Construction Manager</i>	
<i>Accountability: Back Charge from BC#11 – Unison Electric</i>	



## Agenda Item (VIII-E-5)

Meeting	8/21/2012 - Regular
Agenda Item	Committee - Facilities (VIII-E-5)
Subject	Change Order 3 for Culinary Arts Academy and District Office Building with J.M. Farnan
College/District	Riverside
Funding	College and District Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees (1) approve project Change Order No. 3 with J.M. Farnan in the amount totaling \$1,917; (2) and approve the change order in excess of ten percent by a total of \$43,650.

---

### Background Narrative:

Staff now requests approval of Change Order No. 3 with J.M. Farnan in the amount of \$1,917 due to a clerical error, for the Culinary Arts Academy and District Office (CAADO) project. J.M. Farnan's contract would now total \$235,600, exceeding the ten percent change order allowance by a total of \$43,650. A Change Order Summary is attached for the Board's review and consideration.

This preliminary work to install utility infrastructure for the CAADO project and the Coil School for the Arts project concurrently with the Center for Social Justice and Civil Liberties, allowed significant savings and minimize disruptions due to the combined economies of scale.

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

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President, Business Services (RCC)  
Chris Carlson, Chief of Staff  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[08212012\\_CAADO\\_Change Order No. 3](#)

Riverside Community College District  
Facilities Planning, Design and Construction  
Culinary Arts Academy and District Office

CHANGE ORDER SUMMARY

Change Order: 3  
Contractor: J.M. Farnan

<i>Contract Amount:</i>	\$	174,500.00
<i>Change Order No. 1 Amount</i>	\$	8,482.00
<i>Change Order No. 2 Amount</i>	\$	50,701.00
<i>Change Order No. 3 Amount</i>	\$	<u>1,917.00</u>
<i>Revised Contract Sum:</i>	\$	235,600.00
<i>Original Contract Contingency:</i>	\$	17,450.00
<i>Remaining Contract Contingency:</i>	\$	- 43,650.00

Change Order No. 3 Description:

A result of mathematical error by Construction Manager on PC# 09 for Item #1 at \$4,108.00, and should have been \$6,025.00. The difference is the change order amount. \$1,917.00  
*Requested by: Tilden Coil Constructors*  
*Accountability: Accounting Error by Construction Manager*



## Agenda Item (IX-B-1)

Meeting	8/21/2012 - Regular
Agenda Item	Administrative Reports (IX-B-1)
Subject	Revised Mission Statement for Norco College
College/District	Norco
Funding	
Recommended Action	It is recommended that the Board of Trustees approve the revised mission statement for Norco College.

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### Background Narrative:

The Accrediting Commission for Community and Junior Colleges (ACCJC) requires institutions to review their mission statement on a regular basis and revise as necessary, using the institution's governance and decision-making process. Following these guidelines, the Norco College mission statement has been reviewed and revised through the institutional strategic planning process, and was approved by the Committee of the Whole on May 22, 2012.

Prepared By: Paul Parnell, President, Norco College  
Diane Dieckmeyer, Interim Vice President, Academic Affairs

### Attachments:

[Norco College Mission Statement](#)

## Norco College Mission Statement, Recommended Revisions

*Norco College serves our students, our community, and its workforce by providing educational opportunities, celebrating diversity, and promoting collaboration. We encourage an inclusive, innovative approach to learning and the creative application of emerging technologies. We provide foundational skills and pathways to transfer, career and technical education, certificates and degrees.*





## Agenda Item (XII-A)

Meeting	8/21/2012 - Regular
Agenda Item	Business From Board Members (XII-A)
Subject	Change of Date of Regular/Committee Board of Trustees Meeting from (Tuesday) November 6, 2012 to (Monday) November 5, 2012
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve changing the date of the November 6, 2012 Regular/Committee meeting of the Board of Trustees to November 5, 2012.

---

### Background Narrative:

At the December 11, 2011 Organizational meeting of the Board of Trustees, the Board approved holding the Regular/Committee and Regular Board meetings on the first and third Tuesday of each month.

The November 6, 2012 Regular/Committee meeting of the Board of Trustees occurs on the same date as the election of two Trustees for the Riverside Community College District. It is requested that the meeting date be changed from Tuesday, November 6th to Monday, November 5th. The location and time will remain the same as previously approved by the Board. (Moreno Valley College, Student Services, Room 101, 6:00 p.m..)

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

### Attachments:



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[Agenda Item](#)

## Agenda Item (XII-B)

Meeting 8/21/2012 - Regular

Agenda Item Business From Board Members (XII-B)

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

College/District District

Information Only

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### **Background Narrative:**

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

Prepared By: Chris Carlson, Chief of Staff

### **Attachments:**



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

## Agenda Item (XIII-A)

Meeting	8/21/2012 - Regular
Agenda Item	Closed Session (XIII-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	n/a
Recommended Action	To Be Determined

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### Background Narrative:

None

Prepared By: Greg Gray, Chancellor

### Attachments: