

Board of Trustees - Regular Meeting Tuesday, November 15, 2011 6:00 PM - Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco 92860

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 October
 4, 2011

Recommend approving minutes prepared for the October 4, 2011 Regular/Committee Meeting.

- B. Minutes of the Board of Trustees Regular Meeting of October 18, 2011 Recommend approving minutes prepared for the October 18, 2011 Regular Meeting.
- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
 - A. Chancellor's Communications
 - Information Only
 - B. Norco Student Success Report Information Only
 - C. Riverside Community College District and California School Employees Association (CSEA), Chapter #535, Memorandum of Agreement Concerning New Contract Expiration

Recommend approving the MOA to extend the current contract by one additional year, until June 30, 2013.

- D. Future Monthly Committee Agenda Planner and Annual Master Planning Calendar
 - Information Only
- V. STUDENT REPORT
- VI. CONSENT AGENDA ACTION
 - A. Diversity/Human Resources
 - 1. Academic Personnel

Recommend approving/ratifying academic personnel actions.

- 2. Classified Personnel Recommend approving/ratifying classified personnel actions.
- 3. Other Personnel Recommend approving/ratifying other personnel actions.

B. District Business

- 1. Purchase Order and Warrant Report All District Resources Recommend approving/ratifying the Purchase Orders and Purchase Order additions totaling \$7,801,325 and District Warrant Claims totaling \$8,677,735.
- 2. Budget Adjustments
 - Budget Adjustments
 Recommend approving the budget transfers as presented.
- 3. Resolution(s) to Amend Budget
 - a. 2011-2012 Upward Bound TRIO, Norte Vista Norco College Resolution No. 13-11/12

 Recommend approving adding the revenue and expenditures of \$19,558 to the budget.
 - 2011-2012 Completion Academies Program Riverside City College - Resolution No. 14-11/12
 Recommend approving adding the revenue and expenditures of \$109,091 to the budget.
 - c. 2011-2012 TANF and CalWORKS Programs Resolution No. 15 -11/12

Recommend approving adding the revenue and expenditures of \$41,495 to the budget.

- 4. Contingency Budget Adjustments (None)
- 5. Bid Awards
 - a. Ratification of Bid Award for the Group II Integration Riverside City College Nursing/Science Building Bid Number
 2011/12-05

Recommend ratifying the award of Bid Number 2011/12-05, in the total amount of \$335,441, to Spinitiar.

 Ratification of Bid Award for the Audio Visual Equipment -Riverside City College Nursing/Science Building - Bid Number 2011/12-06

Recommend ratifying the award of Bid Number 2011/12-06, in the total amount of \$967,623, to Spinitiar.

- 6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$78,900 All District Resources

Recommend ratifying contracts totaling \$348,518.

 Approval to Purchase Laerdal products for the Riverside City College (RCC) School of Nursing Utilizing the Sole Sourcing Provision

Recommend approving the purchase of Laerdal products, as a single-source procurement, from Laerdal for the RCC School of Nursing.

- c. Subcontract between Riverside Community College District, Norco College and Oakton Community College Recommend ratifying the subcontract with Oakton Community College to implement a National Science Foundation National Center for Supply Chain Technology Education Grant.
- d. Subcontract between Riverside Community College District,
 Norco College and Tacoma Community College
 Recommend ratifying the subcontract with Tacoma Community
 College to implement a National Science Foundation National
 Center for Supply Chain Technology Education Grant.
- 7. Out-of-State Travel Recommend approving out-of-state travel.

8. Other Items

a. Notice of Completion

Recommend accepting the project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works), and 3) authorize the Board President and Vice Chancellor, Administration and Finance, to sign the Notice.

b. Surplus Property

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

VII. CONSENT AGENDA INFORMATION

A. CCFS-311Q - Quarterly Financial Status Report for the Quarter Ended September 30, 2011

Information Only

B. Monthly Financial Report

Information Only

VIII. BOARD COMMITTEE REPORTS

- A. Governance
 - Revised and New Board Policies Second Reading and Approval

Recommend approving Administrative Procedure 2345 and Board Policies 2345, 2745, 3501, 3520 and 3560.

- Revised and New Board Policies First Reading Recommend approving for first reading Board Policies 3440, 3505, 4000, 5130 and 7130.
- B. Teaching and Learning (None)
- C. Planning and Operations (None)
- D. Facilities
 - Utility Infrastructure Project for Norco College and Riverside City College

Recommend approving using Construction Management Multiple Prime contracting for the project; approving an agreement with Tilden-Coil Constructors, Inc. for construction management services in an amount not to exceed \$758,038; and approving an agreement with PSOMAS to provide engineering services in an amount not to exceed \$512,797 for the project.

 Change Order for Wheelock Gymnasium, Seismic Retrofit Project

Recommend approving Change Order No. 5 with Inland Building Construction Company in the amount totaling \$484,710.65 for the Wheelock Gymnasium, Seismic Retrofit project at the Riverside City College; approving the change order in excess of ten percent (10%) by a total of \$482,696.72 with Inland Building Construction Company.

- 3. Amendment No. 1 with PSOMAS for ADA Transition Plan and Implementation (Phase I) Project Recommend approving Amendment No. 1 with PSOMAS in an amount not to exceed \$44,619.70 for the ADA Transition Plan and Implementation (Phase I) project.
- E. Resources
 - 1. IT Audit, Core Network Projects

Recommend approving the budget for the Core Network Upgrades Project in the amount of \$4,850,683 using Measure C allocation for Information Technology.

- IX. ADMINISTRATIVE REPORTS
 - A. Vice Chancellors
 - Presidents В.
- Χ. ACADEMIC SENATE REPORTS
 - Moreno Valley College/Riverside Community College District Α.
 - В. Norco College
 - C. Riverside City College
- XI. BARGAINING UNIT REPORTS
 - CTA California Teachers Association
 - CSEA California School Employees Association
- XII. **BUSINESS FROM BOARD MEMBERS**
 - Resolution Number 16-11/12, in Support of Senate Constitutional Amendment 5.

Recommend adopting Resolution Number 16-11/12 in support of Senate Constitutional Amendment 5, to lower the voter threshold on school parcel tax measures to 55%.

- Resolution Number 17-11/12 Recognizing and Celebrating November В. 2011 as Native American Heritage Month Recommend adopting Resolution Number 17-11/12 recognizing and celebrating November 2011 as Native American Heritage Month.
- Update from Members of the Board of Trustees on Business of the Board C. Information Only
- XIII. **CLOSED SESSION**
 - Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: Title: Chancellor Recommended Action to be Determined
 - В. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
 - Recommended Action to be Determined
- XIV. **ADJOURNMENT**

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Agenda Item (II-A)

Meeting 11/15/2011 - Regular

Agenda Item Approval of Minutes (II-A)

Subject Minutes of the Board of Trustees Regular/Committee Meeting of October 4, 2011

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees review and approve the minutes prepared for the

October 4, 2011 Regular/Committee Meeting.

Background Narrative:

Recommend approving minutes prepared for the October 4, 2011 Regular/Committee Meeting.

Prepared By: Greg Gray, Chancellor

Heidi Wills, Executive Administrative Assistant, Office of Chancellor/Bot

Attachments:

October 4, 2011 Minutes

MINUTES OF THE BOARD OF TRUSTEES REGULAR AND COMMITTEE MEETINGS OF THE GOVERNANCE, TEACHING AND LEARNING, PLANNING AND OPERATIONS, FACILITIES AND RESOURCES COMMITTEES OF OCTOBER 4, 2011

President Green called the Board of Trustees meeting to order at 6:00 p.m., in Student Services, Room 101, Moreno Valley College, 16130 Lasselle Street, Moreno Valley, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Board Member Sam Davis, Board Member Mary Figueroa, Secretary Janet Green, President Mark Takano, Vice President Nick Bygon, 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

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services

Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services

Ms. Chris Carlson, Chief of Staff

Mr. Aaron Brown, Associate Vice Chancellor, Finance

Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations

Student Ted Cubbage, Moreno Valley College, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Green/Blumenthal moved that "Comments From The Public" be heard first on the agenda. Motion carried. (5 ayes)

Motion to Amend Agenda

CHANCELLOR'S REPORTS

Blumenthal/Davis moved that the Board of Trustees approve Resolution No. 07-11/12 recognizing Dr. Brenda Davis as the 2011 Boy Scouts of America Distinguished Citizen. Motion carried (5 ayes)

Blumenthal/Davis moved that the Board of Trustees approve Resolution No. 08-11/12 recognizing Ms. Karen Spiegel as the 2011 Boy Scouts of America Distinguished Citizen. Motion carried (5 ayes)

Resolution No. 07-11/12 Recognizing Dr. Brenda Davis as the 2011 Boy Scouts of America, Distinguished Citizen, Temescal District

Resolution No. 08-11/12 Recognizing Karen Spiegel as the 2011 Boy Scouts of America Distinguished Citizen, Temescal District

Blumenthal/Takano moved that the Board of Trustees approve a budget augmentation in the amount of \$950,000 for the Citrus Belt Savings and Loan Gallery Project. Motion carried. (5 ayes)

Budget Augmentation for Citrus Belt Savings and Loan Gallery **Project**

The Governance Committee Chair Mary Figueroa convened the meeting at 6:13 p.m. Committee members in attendance: Chancellor Gregory Gray; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Travis Gibbs (District and Moreno Valley College); Mr. Sal Soto (Moreno Valley College), and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Nick Bygon (RCCD); Confidential Representative: Ms. Angie Arballo; CSEA Representative: **GOVERNANCE COMMITTEE**

Gustavo Segura; and Management Association

Representative: Ms. Julie Pehkonen.

Ms. Adams led the discussion regarding Board Policy and Administrative Procedure 2345, and Board Policies 2745, 3501, 3520, and 3560 that will be presented for first reading at the October 18, 2011 regular meeting. Discussion followed.

Revised and New Board Policies -First Reading

The committee adjourned the meeting at 6:32 p.m.

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 6:34 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services; Academic Senate Representatives: Dr. Travis Gibbs (District and Moreno Valley College) and Mr. Sal Soto (Moreno Valley College); ASRCCD Representative: Mr. Nick Bygon (RCCD); Confidential Representative: Ms. Angie Arballo; CSEA Representative: Mr. Gustavo Segura; and Management Representative: Ms. Diane Dieckmeyer.

Adjourned

TEACHING AND LEARNING **COMMITTEE**

Mr. Richard Keeler, Director, and Ms. Colleen Molko, Associate Director, Grants, reviewed the Master Submission Schedule for the 2011-12 academic year and discussed Grants Advisory Committee activities. Discussion followed.

Grants Report – Fall 2011

Mr. David Torres, Dean, Institutional Research, discussed a Riverside County study that replicates a study conducted by CSU, Sacramento, entitled, "Consequences of Neglect: Performance Trends in California Higher Education," that takes a look at educational performance in several categories. Discussion followed.

Presentation – Consequences of Neglect: A Local Context

The committee adjourned at 7:18 p.m.

PLANNING AND OPERATIONS COMMITTEE

Adjourned

The Planning and Operations Committee Chair Janet Green convened the meeting at 7:19 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff; Academic Senate Representatives: Dr. Travis Gibbs (District and Moreno Valley College), Mr. Sal Soto, (Moreno Valley College); Mr. Lee Nelson (Riverside City College); CTA Representative: Dr. Fabian Biancardi; Confidential Representative: Ms. Angie Creswell; and CSEA Representative: Mr. Gustavo Segura.

State Capital Outlay Process

Mr. Bart Doering, Director, Construction, and Mr. Eric Mittlestead, Facilities Planning and Consulting Services, presented an overview of the State Capital Outlay process and the competitiveness of obtaining state funding. Discussion followed.

Chancellor Gray presented information on the impact and opportunities of providing career technical programs.

Proportion of the impact and opportunities of providing career technical programs.

Presentation on the Cost of Providing Career Technical Education Programs

The committee adjourned at 8:21 p.m.

Adjourned

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 8:22 p.m. Committee members in attendance: Academic Senate Representative: Mr. Steve Brewster (Riverside City College); CTA Representative: Mr. Mike Cluff (Norco College); Confidential Representative: Ms. Angie Arballo; CSEA Representative: Mr. Gustavo Segura; and Management Representative: Mr. Norm Godin.

FACILITIES COMMITTEE

Mr. Michael Stephens, Director, Construction, reviewed Amendment No. 3 that will provide architectural and structural design services for the project. The amendment will be presented to the Board of Trustees at the October 18th meeting. Discussion followed.

Design Amendment with Hill Partnership, Inc., for Norco Secondary Effects Project

The committee adjourned at 8:29 p.m.

Adjourned

The Resources Committee Chair Mark Takano convened the meeting at 8:30 p.m. Committee members in attendance: Mr. Aaron Brown, Associate Vice Chancellor, Finance; Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College), Dr. Sharon Crasnow (Norco College) and Mr. Jason Rey (Riverside City

RESOURCES COMMITTEE

College); ASRCCD Representative: Mr. Francisco Ramos (Moreno Valley College); CTA Representative: Ms. Cynthia Mahon (Moreno Valley College); CSEA Representative: Mr. Gustavo Segura; Confidential

Representative: Ms. Angie Arballo.

Mr. Stephens reviewed the tentative project budget for design services by the following consultants: P2S Engineering (mechanical/electrical/plumbing); Lerch Bates (elevator); Assa Abloy (hardware); Sweeney & Associates, Inc. (irrigation); Francis Krahe & Associates, Inc. (lighting); and Independent Roofing Consultant (roofing and waterproofing) using Measure C funds that will be presented to the Board of Trustees on October 18th. Discussion followed.

Tentative Project Budget for District Design Standards

Mr. Stephens and Mr. Laurens Thurman, Vice President, Business Services, Norco College, reviewed a program application fee in the amount of \$10,000 for self-generation equipment that will be considered by the Board on the 18th of October. Discussion followed.

Self-Generation Incentive Program for Norco College

Mr. Stephens reviewed with the committee a budget augmentation in the amount of \$20,000 and an amendment with the architects for additional project design services that will be presented to the Board of Trustees on October 18th. Discussion followed.

Budget Augmentation and Design Amendment for the Alumni Carriage House Restoration Project

Mr. Michael Stephens reviewed a budget augmentation in the amount of \$395,000 for the project at Riverside City College that will be presented to the Board of Trustees on October 18th. Discussion followed.

Budget Augmentation for Wheelock Gymnasium Seismic Retrofit Program

The committee adjourned the meeting at 839 p.m.

Adjourned

The Board adjourned the meeting at 8:43 p.m.

ADJOURNED

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Agenda Item (II-B)

Meeting 11/15/2011 - Regular

Agenda Item Approval of Minutes (II-B)

Subject Minutes of the Board of Trustees Regular Meeting of October 18, 2011

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees review and approve the minutes prepared for the

October 18, 2011 Regular Meeting.

Background Narrative:

Recommend approving minutes prepared for the October 18, 2011 Regular Meeting.

Prepared By: Greg Gray, Chancellor

Heidi Wills, Executive Administrative Assistant, Office of Chancellor/Bot

Attachments:

October 18, 2011 Minutes

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF OCTOBER 18, 2011

President Green called the regular meeting of the Board of Trustees to order at 6:00 p.m., in Student Services Room 101, Moreno Valley College, 16130 Lasselle, Moreno Valley, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Board Member Sam Davis, Board Member Mary Figueroa, Secretary Janet Green, President Mark Takano, Vice President Nick Bygon, 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

Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services

Ms. Chris Carlson, Chief of Staff

Mr. Aaron Brown, Associate Vice Chancellor, Administration and Finance

Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations

Dr. Sharon Crasnow, President, Academic Senate, Norco College

Dr. Travis Gibbs, President, Academic Senate, District and Moreno Valley College

Mr. Lee Nelson, President, Academic Senate, Riverside City College

Ms. Constance Hardin, Moreno Valley College student, led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Figueroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of September 6, 2011. Motion carried. (5 ayes)

MINUTES OF THE REGULAR/COMMITTEE MEETINGS OF SEPTEMBER 6, 2011

Figueroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of September 13, 2011. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF SEPTEMBER 13, 2011

Figueroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of September 20, 2011. Motion carried. (5 ayes)

MINUTES OF THE REGULAR MEETING OF SEPTEMBER 20, 2011

Figueroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of September 27, 2011. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF SEPTEMBER 27, 2011

CHANCELLOR'S REPORTS

Presentations

Lieutenant Ray Wood, Tribal Liaison for Riverside County Sheriff's Department, gave a presentation on the cultural differences, need for awareness, and history of Riverside County's Native American population.

Mr. Kushang Patel, Moreno Valley College Associated Student Body, gave a presentation highlighting student events that have occurred this year at Moreno Valley College.

> Figueroa/Takano moved that the Board of Trustees approve the MOA to extend the current contract, all of its provisions and its applicable MOU's by one additional year, until June 30, 2013. Motion carried. (5 ayes)

> Takano/Blumenthal moved that the Board of Trustees adopt Resolution Number 12-11/12 in support of the city of Riverside's Measure I. Motion carried. (5 ayes)

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.

Student Trustee Nick Bygon presented the report about recent and future student activities at Moreno Valley College and Norco College.

Figueroa/Blumenthal moved that the Board of

CONSENT ITEMS

Presentation on Educational Services Outreach to Native American Population

Presentation by the Associated Student Body on "Making It Happen."

Riverside Community College District and Riverside Community College Faculty Association, CCA/CTA/NEA, Memorandum of Agreement Contract Extension

Resolution No. 12-11/12 in Support of the City of Riverside Measure I Parcel Tax for Libraries and Services

Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

STUDENT REPORT

Action

Trustees:

Approve the listed academic appointments, and assignment and salary adjustments, (Appendix No. 15)

Academic Personnel

Approve the listed classified appointments, and assignment and salary adjustments; (Appendix No. 16)

Classified Personnel

Approve the listed other personnel appointments, and assignment and salary adjustments; (Appendix No. 17)

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,962,886 and District Warrant Claims totaling \$6,773,537; (Appendix No. 18)

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as listed; (Appendix No. 19)

Budget Adjustments

Approve adding the revenue and expenditures of \$2,972,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

2011-2012 State Equipment Allocation for the Nursing/Science Building – Resolution No. 5-11/12

Approve adding the revenue and expenditures of \$19,280 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

2011-2012 Foster and Kinship Care Education Program – Riverside City College – Resolution No. 10-11/122

Approve adding the revenue and expenditures of \$867,869 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution;

2011-2012 STEM HSI Technology Access Program – Moreno Valley College – Resolution No. 09-11/12

Approve adding the revenue and expenditures of \$45,600 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution.

2011-2012 CalGrip – Governor's Gang Reduction, Intervention, Prevention Initiative – Resolution No. 4-11/12

Approve adding the revenue and expenditures of \$933,879 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution:

2011-2012 National Center of Excellence for Logistics and Supply Chain Technology Education – National Science Foundation – Resolution No. 06-11/12 Approve adding the revenue and expenditures of \$586,255 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution.

2011-2012 Title V – HSI Pathways to Excellence – Riverside City College – Resolution No. 11-11/12

Approve the contingency budget transfers as presented, by a two-thirds vote; (Appendix No. 20)

Contingency Budget Adjustments

Approve the purchase of Motorola APX Multi-Band Radios from Motorola Solutions, Inc., utilizing competitively bid County of Riverside, California Contract No. 011907;

Purchase of Motorola APX Multi-Band Radios from Motorola Solutions, Inc., Utilizing Competitively Bid County of Riverside, California Contract No. 011907

Ratify the subcontract with Sinclair Community College to implement a National Science Foundation National Center for Supply Chain Technology Education Grant; Subcontract between Riverside Community College District, Norco College, and Sinclair Community College

Ratify the Contracts and Agreements Report Less than \$78,900 – All District Resources (Appendix No. 21);

Contracts and Agreements Report Less than \$78,900 – All District Resources

Grant out-of-state travel requests; (Appendix No. 22)

Out-of-State Travel

Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District. (Appendix No. 23)

Surplus Property

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 said notices;

Notices of Completion

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

Information

In accordance with Board Policy 7350, the Chancellor has accepted the retirement resignations of the following: William Brown, Associate Professor, Counseling, effective December 16, 2011; Paul Herzig, Associate Professor, CIS, effective December 19, 2011; Charlene Jeter, Associate Professor, Counseling, effective December 16, 2011; Anita

Separations

Maradiaga, Professor, Nursing, effective December 16, 2011; Delores Middleton, Associate Professor, Physician Assistant Program, effective December 16, 2011; Janice Schall, Professor, Sociology, effective December 16, 2011; Karen Skiba, Professor, Art; Pedro Argumedo, Groundsperson, effective December 30, 2011; Lloyd Broyles, Disabled Student Services Specialist, effective December 29, 2011; Beverly Buckley, Public Affairs and Marketing Specialist, effective December 30, 2011; Tamara Caponetto, Tutorial Services Technician, effective December 30, 2011; Maria Carmona, Copy Center Operator, effective December 28, 2011, Sharon Drake, Assessment Specialist, effective December 29, 2011; Katherine Faircloth, Library Clerk II, effective December 29, 2011; Patricia Fulk, Production Printer, effective October 25, 2011; Greg Gilbert, Interpreter Specialist, effective December 29, 2011; Karen Goodwalt, Instructional Department Specialist, effective December 28, 2011; Steven Gilson, Associate Vice Chancellor, Information Services, effective December 29, 2011; Theodore Gregory, Jr., Information Technology Analyst, effective December 29, 2011; Jonell Guzman, Administrative Assistant III, effective December 28, 2011; Consuelo Hagar, Education Technologies Trainer, effective December 28, 2011; Judy Hill, Administrative Assistant III, effective December 30, 2011; Phyllis Hilton, Instructional Department Specialist, effective December 29, 2011; Lynnece Kirkland, Student Accounts Specialist, effective December 29, 2011; Maureen Paul, Administrative Assistant III, effective December 29, 2011; Christine Pearne, Auxiliary Business Services Bookkeeper, effective December 29, 2011; Ralph Perez, Director, Facilities Operations/Maintenance, effective December 30, 2011;; Kathleen Schuman, Instructional Department Specialist, effective December 29, 2011; Antoinette Tewahaftewa, Human Resources Specialist II, effective December 29, 2011; Charlotte Tomazin, Document Services Technician, effective December 29, 2011; Adelaida Villanueva, Administrative Assistant II, effective December 30, 2011: Heidi Wills, Executive Administrative Assistant to the Chancellor/Board of Trustees, effective December 30, 2011; and Sylvia Retamoza, Assistant to the Director, Upward Bound, effective September 28, 201, for personal reasons.

The Board received the annual financial and budget report for the 2010-2011 year. (Appendix No. 24)

The Board received the summary of financial information for the period July 1, 2011 through September 30, 2011.

2010-2011 CCFS-311 – Annual Financial and Budget Report

Monthly Financial Report

The Board adjourned for a recess at 7:00 p.m. and reconvened at 7:10 p.m.

RECESSED/RECONVENED

BOARD COMMITTEE REPORTS

Governance Committee

Figueroa/Blumenthal moved that the Board of Trustees accept Administrative Procedure 2345 and Board Policies 2345, 2745, 3501, 3520, and 3560 for first reading. Motion carried. (5 ayes)

Revised and New Board Policies

– First Reading

Blumenthal/Figueroa moved that the Board of Trustees approve Amendment No. 3 with Hill Partnership, Inc., in an amount not to exceed \$8,540 for the Secondary Effects project located at the Norco College. Motion carried. (5 ayes)

Facilities Committee

Design Amendment No. 3 with Hill Partnership, Inc. for Norco Secondary Effects Project

Resources Committee

Takano/Figueroa moved that the Board of Trustees approve the tentative project budget in the amount of \$170,000 using District Measure C funds for the District Design Standards project; and authorize the processing of the attached proposals with the following consultants: P2S Engineering, Lerch Bates, Assa Abloy, Sweeney & Associates, Inc., Francis Krahe & Associates, Inc., and Independent Roofing Consultant. Motion carried. (5 ayes)

Tentative Project Budget for District Design Standards

Takano/Blumenthal moved that the Board of Trustees approve the Self-Generation Incentive Program application fee in the amount of \$10,000 for Norco College. Motion carried. (5 ayes) Self-Generation Incentive Program for Norco College

Takano/Blumenthal moved that the Board of Trustees approve the budget augmentation in the amount of \$20,000, increasing the Alumni Carriage House Restoration estimated project budget to \$150,000; approve Amendment No. 2 with Broeske Architects and Associates, Inc., in the amount of \$3,200 for additional project design services. Motion carried. (5 ayes)

Budget Augmentation and Design Amendment for the Alumni Carriage House Restoration Project Takano/Figueroa moved that the Board of Trustees approve the budget augmentation in the amount of \$395,000 for the Wheelock Gymnasium, Seismic Retrofit project at Riverside City College.

Budget Augmentation for Wheelock Gymnasium, Seismic Retrofit Project

ACADEMIC SENATE REPORTS

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

Moreno Valley College

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

Norco College

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

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

BUSINESS FROM BOARD MEMBERS

Takano/Blumenthal moved that the Board of Trustees recommend Board President Janet Green to an Association of Community College Trustees (ACCT) 2012 Associate Committee. Motion carried. (5 ayes) Board of Trustees Nomination for 2012 Associate Committee for the Association of Community College Trustees

The Board adjourned the meeting at 9:15 p.m.

ADJOURNED

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Agenda Item (IV-A)

Meeting 11/15/2011 - Regular

Agenda Item Chancellor's Reports (IV-A)

Subject Chancellor's Communications

College/District District

Information Only

Background Narrative:

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

Prepared By: Greg Gray, Chancellor

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Agenda Item (IV-B)

Meeting 11/15/2011 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Norco Student Success Report

College/District Norco

Information Only

Background Narrative:

EOPS and CARE: Building on a Legacy of Equity and Success; and Student Support Services Programs

Prepared By: Debbie DiThomas, Interim President, Norco College

Attachments:

Norco Student Success Report November 2011

EOPS and CARE: Building on a Legacy of Equity and Success

Presented by Koji Uesugi Riverside Community College District , Board of Trustees Meeting November 15, 2011 We have an obligation and a responsibility to be investing in our students and our schools. We must make sure that people who have the grades, the desire and the will, but not the money, can still get the best education possible.

- President Barack Obama

EOPS & CARE Statewide

- The Extended Opportunity Programs & Services (EOPS) is a comprehensive access and academic support program for low income, first-generation college students.
 - Established in 1969 with passage of SB 164
 - 89,000 EOPS students state-wide
- Cooperative Agencies Resources for Education provides additional services for EOPS students who are single head of household on county cash aid.
 - Established in 1982 with passage of AB 3103
 - 8,850 CARE students statewide

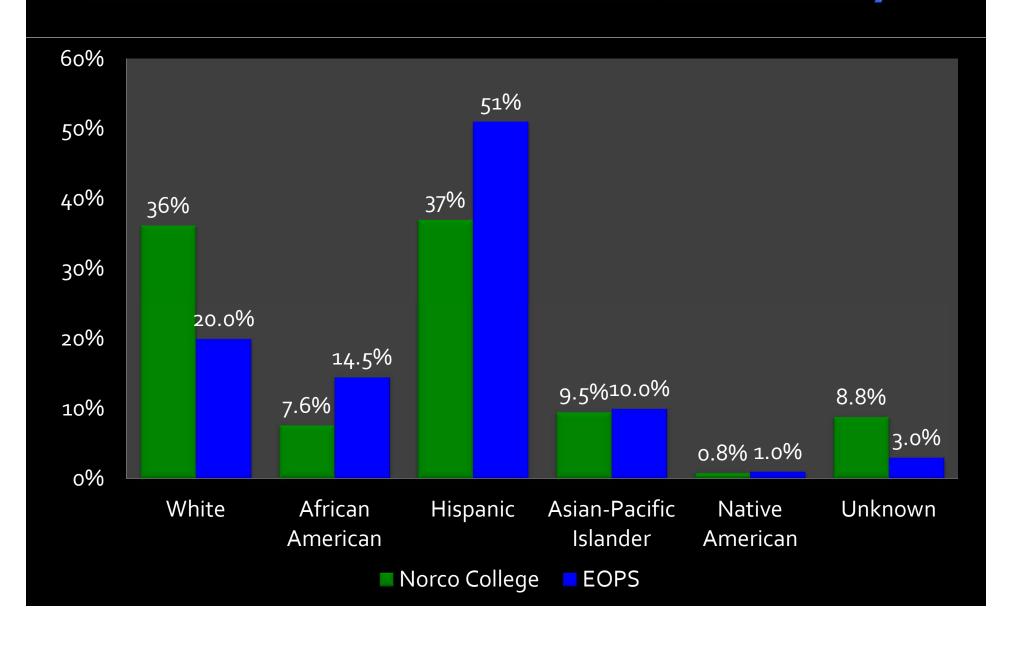
Norco College EOPS Mission

We are committed to advancing educational opportunities of students who face economic and academic challenges by providing high quality services to support their learning and success.

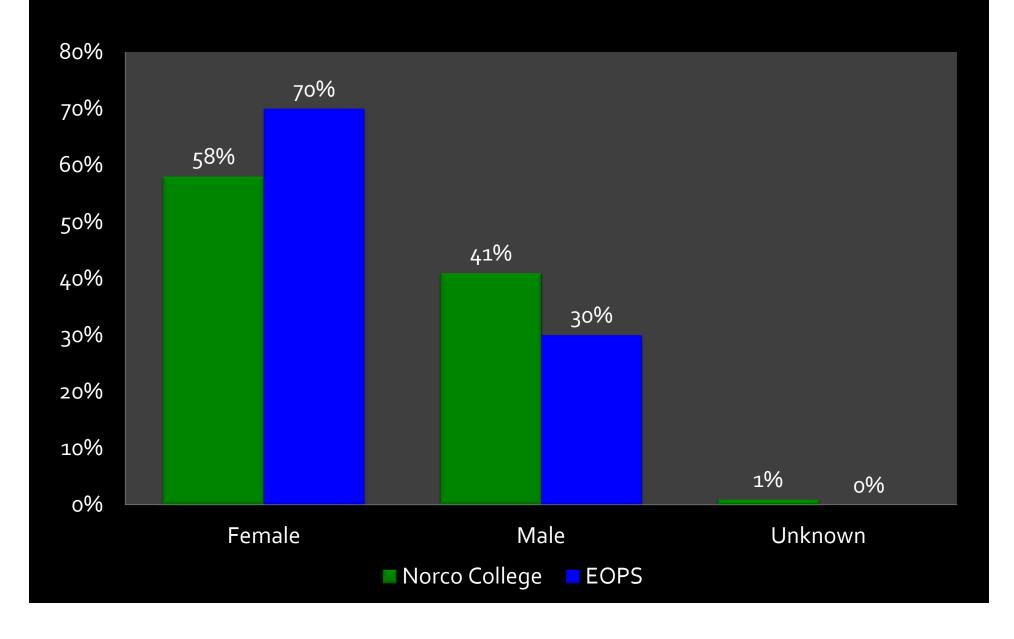
EOPS By the Numbers

- **7-1-2010**
 - Officially launched EOPS at Norco College
- 141 to 342
 - Increased EOPS students 142% from 2009 to 2011
- 265 v. 342
 - EOPS student funded cap versus actual students served
 - 24 CARE students served
- **8**4%
 - EOPS students in good academic standing

Student Profile - Race/Ethnicity



Student Profile - Gender



EOPS = SUCCESS

 EOPS students who complete their EOPS responsibilities are demonstrating a higher rate of success than a comparable group of students

Fall 2010	Mean
EOPS Students	80%
Comparison Group	68%

Spring 2011	Mean
EOPS Students	78%
Comparison Group	63%

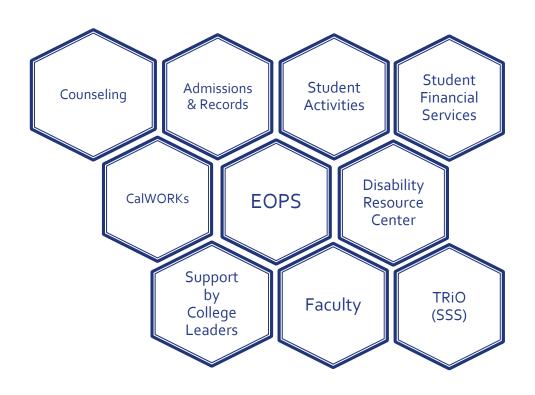
 Success measure is a grade of "C" or better for all courses completed during the term

^{*&}quot;The difference in success rates and GPA between groups is very likely due to factors other than chance and the assumption is that difference is the effect of the EOPS program."

2010-11 Highlights

- Began building a culture of support and success among students and staff
- Provided hands-on university experiences
- Assembled and convened EOPS/CARE Advisory Committee
- Facilitated visit by Stevie Wonder
- Recognized student achievements at 1st
 Annual Celebration of Success

Dedicated EOPS Staff and Collaboration are Keys to Success



Voices of Our Students

- Ms. Dawn Williams (EOPS/CARE alumna)
- Mr. Kenny Solis (EOPS student)

Norco College TRiO Student Support Services Programs S.S.S.

AND

S.S.S. RISE

(Realizing Individual Success Through Education)



What is TRiO?

TRiO is a set of federally-funded college opportunity programs that motivate and support students from disadvantaged backgrounds in their pursuit of a college degree.

The Educational Opportunity Act of 1964 established an experimental program known as Upward Bound. Then, in 1965, the Higher Education Act created Talent Search. Finally, another program, Special Services for Disadvantaged Students (later known as Student Support Services), was launched in 1968. Together, this "trio" of federally-funded programs encouraged access to higher education for low-income students.

What is the Student Support Services Program?

Student Support Services projects work to enable low-income students to stay in college until they earn their baccalaureate degrees. Participants, who include disabled college students, receive tutoring, counseling and remedial instruction.

S.S.S. and S.S.S. RISE

<u>at</u>

Norco College

Our Mission:

To offer students a strong academic advising support system to assist with their college transitions and retention.

Ur goal is to increase the graduation and transfer rates of community college students.

SSS	SSS RISE
Participants: 160 students	Participants: 100 students
Grant Amount: \$238,496 per year	Grant Amount: \$220,000 per year
Grant Period: 5 years	Grant Period: 5 years
 Student Population: Low Income Ist Generation Disabled 	 Student Population: Disabled Low Income Ist Generation

Student Support Services Standardized Grant Objectives

Program Objective	Student Support Services 160 Participants	Student Support Services RISE 100 Participants
A. Persistence Rate:% of all participants served by the SSS project will persist from one academic year to the beginning of the next academic year, or graduate and/or transfer from a 2-year to a 4-year institute during the academic year.	70% (112 our of 160)	70% 70 out of 100)
B. Good Academic Standing Rate:% of all enrolled participants served by the SSS project will meet the performance level required to stay in good academic standing at the grantee institution.	70% (112 our of 160)	70% 70 out of 100)
C1. 2 year Institution Graduation Rate:% of all enrolled participants served each year will graduate with an associate's degree or certificate within (4) years, <u>AND</u>	20% (8 out of each cohort of 40 participants)	25% (25 our of 100 participants)
C2. 2 Year Institution Transfer Rate:% of new participants served each year will transfer with an associate's degree or certificate within (4) years.	20% (10 out of each cohort of 40 participants)	10% (10 our of 100 participants)



TRIO Student Support Services

(S.S.S.)

1ST YEAR SERVICES

- •Summer Guidance Course
 - •Guidance 48 Course
- •Student Educational Plan (SEP)
 - •Financial Literacy 101
 - •Academic Advice, Course Selection & Progress Reports
 - •Career Exploration
 - •Priority Registration
 - Monthly Informational/ **Educational Meetings**
 - •Financial Aid Scholarships Application Assistance & SSS Grant Aid
 - •Book Loan Program
- •Referrals to Academic Center



2ND YEAR SERVICES

- •Guidance 47 Course
- •Academic Advice, Course Selection & Progress Reports
 - •Priority Registration
- •Financial Aid Scholarships Application Assistance & SSS Grant Aid
 - •Book Loan Program
- •Enhanced Tutorial Services
- •Supplemental Instruction

3RD & 4TH YEAR SERVICES

- •Academic Advice, Course Selection & Progress Reports
- •FAFSA & Scholarships to Four-Year Universities
- •Fnhanced Tutorial Services & Supplemental Instruction
- •Referrals to Writing, Math & Reading Centers
 - Access to Faculty Mentors
 - •University Student Peer Mentors
- •Tours to Four-Year Universities
- •University Enrichment Program
 - •Assistance with College **Applications**
- •Referrals to other SSS Programs or Similar Services
 - •Awards Recognition Event

Program Highlights

We have developed various services to ensure SSS and SSS RISE students are being encouraged to succeed at Norco and pursue the transfer track.

2011 Program Highlights

- Strand of workshops that cover various areas of career advisement, study skills, and college/transfer information and process.
- Monthly Student Meetings
- Cultural Excursions (i.e. Mamma Mia and Pageant of the Masters)
- Scholarship Corner
- University and College Excursions (i.e. Summer Northern California College Tour, USC Transfer Day, UCLA TAP Conference)
- Tutorial Referrals and Peer Tutoring
- Community Service Project (i.e. Partnered with Tower of Refuge to raise funds to help build an orphanage in Haiti)
- Financial Literacy Online Workshops

S.S.S. and S.S.S. RISE Accomplishments

- Friends of Forensics Event
- Center for Community College Partnership Scholars Program at the University of California, Los Angeles
- LEAD Conference at California State University, San Bernardino
- McNair Scholars Research Conference at Claremont College

RiO Student Support Services













Agenda Item (IV-C)

Meeting 11/15/2011 - Regular

Agenda Item Chancellor's Reports (IV-C)

Subject Riverside Community College District and California School Employees Association (CSEA),

Chapter #535, Memorandum of Agreement Concerning New Contract Expiration

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees approve the MOA concerning new contract

expiration July 1, 2012 to June 30, 2013.

Background Narrative:

The contract between Riverside Community College District and the Riverside Community College District Employees, Chapter #535, will expire on June 30, 2011. Given the uncertainty of California's financial situation, both the District and CSEA have agreed to enter into a new collective bargaining agreement between the District and CSEA with a term of July 1, 2012 to June 30, 2013 with all of the specific terms of the agreement due to expire on June 30, 2012. The attached MOA was ratified by CSEA membership on October 21, 2011.

Prepared By: Greg Gray, Chancellor

Melissa Kane, Vice Chancellor, Diversity and Human Resources

Attachments:

RCCD and CSEA, Chapter #535, MOA for New Contract Expiration

RIVERSIDE COMMUNITY COLLEGE DISTRICT AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 535 MEMORANDUM OF AGREEMENT

CONCERNING

NEW CONTRACT EXPIRATION JULY 1, 2012 TO JUNE 30, 2013

The Riverside Community College District (District) and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association, (CSEA) hereby agree that it is in the best interest of the District and CSEA to have stability during the July 1, 2012 to June 30, 2013 period. To this end the parties agree to the following terms:

- 1. To enter into a new collective bargaining agreement between CSEA and the District with a term of July 1, 2012 to June 30, 2013.
- 2. The above referenced collective bargaining agreement shall embody all of the specific terms of the agreement due to expire on June 30, 2012, the parties agree to be bound by all language and provisions with the exception of the duration clause.
- 3. ARTICLE XXVII –DURATION AND TERMINATION- the District and CSEA agree to forego the right to re-open two articles each as stated in Article XXVII Section B.
- 4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

This agreement is subject to ratification by CSEA membership and the approval of the Board of Trustees.

For the CSEA:	For the District:
Date (Oct///8, 2011	Date Oct. 18, 2011
Signed Worth Tanker	Signed January 3
Signed ////////////////////////////////////	Signed



Agenda Item (IV-D)

Meeting 11/15/2011 - Regular

Agenda Item Chancellor's Reports (IV-D)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

Background Narrative:

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

Prepared By: Greg Gray, Chancellor

Attachments:

Recommended 2011-2012 Governing Board Agenda Master Planning Calendar Planning Worksheet December 2011

RECOMMENDED 2011-12 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR

Month	Planned Agenda Item
August	Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals
	Proposed Curricular Changes
	Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee
September	CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended June 30
	Budget – Public Hearing
October	Annual Master Grant Submission Schedule
	College Closure – Holiday Schedule
November	Annual CCFS-311 Financial and Budget Report
	Annual Proposition 39 Financial and Performance Audits
December	Organizational Meeting: Elect the President, Vice President and Secretary of the Board of
	Trustees; Board association and committee appointments.
	Annual Board of Trustees Meeting Calendar for January-December
	RCCD Report Card on the Strategic Plan
	Annual District Academic Calendar CGES 2110 Constitute Financial Glade Board South Control Sou
	CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended September 30 CCFS Report County on the Chapter of Plan.
	RCCD Report Card on the Strategic Plan Applied Independent Audit Parasit for the Riverside Community Called Riverside Applied Independent Audit Parasit for the Riverside Community Called Riverside Applied Independent Audit Parasit for the Riverside Community Called Riverside Applied Independent Audit Report for the Riverside Community Called Riverside Applied Independent Audit Report for the Riverside Community Called Riverside Applied Independent Audit Report for the Riverside Community Called Riverside Applied Independent Audit Report for the Riverside Community Called Riverside Community Calle
	Annual Independent Audit Report for the Riverside Community College District Annual Independent Audit Report for the Riverside Community College District
	 Annual Independent Audit Report for the Riverside Community College District Foundation Fall Scholarship Award to Student Trustee
lanuani	
January	 Accountability Reporting for Community Colleges Grants Office Annual Winter Report
	Governor's Budget Proposal Federal Legislative Update
	Nonresident Tuition and Capital Outlay Surcharge Fees
	Proposed Curricular Changes
February	CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended December 31
March	Recommendation Not to Employ (March 15 th Letters)
April	Academic Rank – Full Professors
, , p	Authorization to Encumber Funds
	Proposed Curricular Changes
	Accountability Reporting for Community Colleges
May	CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended March 31
	Summer Workweek
	Resolution to Recognize Classified School Employee Week
	Board of Trustees Annual Self-Evaluation
	Chancellor's Evaluation
June	Administration of Oath of Office to Student Trustee
	Spring Scholarship Award to Student Trustee
	Department Chairs and Stipends, Academic Year
	Coordinator Assignments
	Extra-Curricular Assignments
	 Notices of Employment-Tenured Faculty; Contract Faculty; and Categorically Funded
	Academic Administrator Employment Contracts
	Emeritus Awards, Faculty
	Tentative Budget and Notice and Public Hearing on the Budget
	Moreno Valley College Catalog
	Norco College Catalog
	 Riverside City College Catalog Board Self Evaluation – Reporting Out

COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET

E. Resources	Vice Chancellor, Admin. & Finance; Vice Chancellor, Diversity and Human Resources	■ Construction Management Agreement with Tilden Coil Constructors for Henry W. Coil Sr., and Alice Edna Coil School for the Arts Project (Azari/Williams) ✓ 2010-2011 Prop 39 Audit Report (Buysse)	 2010-2011 Foundation Audit Report (Buysse) 2010-2011 District Audit Report (Buysse) 					
D. Facilities	Associate Vice Chancellor, Facilities Planning, Design & Construction	 Design Amendment with Hill Partnership for Norco Operations Center Project (DiThomas/Williams) Design Amendment with Higginson + Cartozian Architects, Inc. for MVC Network Operations Center Project (Harris/Williams) 	 Amendments for Wheelock Gymnasium, Seismic Retrofit Project (Azari/Williams) 					
C. Planning and Operations	Chief of Staff							
B. Teaching and Learning	Vice Chancellor, Academic Affairs	 Presentation – Annual Service Learning Program (Info Only) (Maghroori/Conyers/ Dieckmeyer/McKee-Leone) Presentation – Open Campus (Info Only) (Maghroori/Brady) 		Board report & backup materials attached for review by the Cabinet.	 Board report and/or backup not yet complete – review pending. 	 Approved by the Cabinet for placement on the Board agenda. 	ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 11/29/11 & 12/06/11.	
A. Governance	Chancellor							1 Indated 11/8/11

Updated 11/8/11



Agenda Item (VI-A-1)

Meeting 11/15/2011 - Regular

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

Subject Academic Personnel

College/District District

Funding

Recommended

Action

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

Background Narrative:

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

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

Attachments:

20111115_Academic Personnel

RIVERSIDE COMMUNITY COLLEGE DISTRICT DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel Date: November 15, 2011

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 appointments and authorizes the Vice Chancellor Diversity and Human Resources to sign the employment contract:

a. Management

RIVERSIDE CITY COLLEGE

Name
Isaac, Wolde-Ab

Note President, Academic

Affairs

Salary

Placement
O1/01/12-06/30/13

AB-5

- b. Contract Faculty (None)
- c. Long-Term, Temporary Faculty (None)
- d. Extra-Curricular Activities, Academic Year 2011-12
 Addition to the list submitted/approved by the Board of Trustees on June 21, 2011.

Activity Name Stipend
Assistant Basketball Coach, Women Jerry White \$3,898.00

2. Salary Reclassification

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

It is recommended the Board of Trustees grant a salary reclassification to the following faculty member effective November 1, 2011:

Name From Column To Column Reimer, Kimberly F

Subject: Academic Personnel Date: November 15, 2011

3. Request for Leave Under the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA)

It is recommended the Board of Trustees approve/ratify the request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employee:

			Effective Date/
<u>Name</u>	<u>Title</u>	Leave Type	Retroactive to:
Ygloria, Alexander	DSPS Counselor/Learning	FMLA/CFRA	10/03/11
	Disability Specialist		

4. Request for Participation in Reduced Employment Program

At their meeting of May 17, 2011, the Board of Trustees approved the request for participation in the Reduced Employment Program with a teaching load of 50% for Rachel Stone. The faculty member has requested to increase her teaching assignment for the Spring 2012 semester; and the Vice President has reviewed and supports the request.

It is recommended the Board of Trustees approve the request of Rachel Stone, Associate Professor American Sign Language, and allow her to increase her teaching load to 75% for the Spring 2012 semester.

5. Separation(s)

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

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

		Last Day of	
<u>Name</u>	<u>Title</u>	Employment	Reason
Flyr, Mary	Associate Professor, ECE	12/16/11	Retirement
Ogata, Lorraine	Associate Professor, Reading	12/16/11	Retirement



Agenda Item (VI-A-2)

Meeting 11/15/2011 - Regular

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

Subject Classified Personnel

College/District District

Funding

Recommended

Action

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

Background Narrative:

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

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

Attachments:

20111115_Classified Personnel

RIVERSIDE COMMUNITY COLLEGE DISTRICT DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel Date: November 15, 2011

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 appointments:

- a. Management/Supervisory (None)
- b. Management/Supervisory Categorically Funded (None)
- c. Classified/Confidential

<u>Name</u>	Position	Date Date	Salary	Action
DISTRICT Elwood, Melissa	Purchasing Specialist	11/16/11	K-LS1	Promotion
NORCO COLLEGE	3			
Nelson, Joshua	Learning Center Assistant (Library/Learning Resources) (Part-time, 47.5%)	11/16/11	A-1	Appointment
RIVERSIDE CITY	COLLEGE			
Dobynes, Brandie	Laboratory Assistant II (Biology) (11 Month, Part-time, 75%)	11/16/11	O-1	Appointment

Tree ations

d. Classified/Confidential – Categorically Funded (None)

2. Request for Permanent Increase in Workload

It is recommended the Board of Trustees approve the permanent increase in workload for the Fire Technology Program Assistant position. The request has the approval of the President, Moreno Valley College; and will be effective November 28, 2011.

<u>Name</u>	<u>Title</u>	From Workload	To Workload
Rodriguez, David	Fire Technology Program Assistant	40%	48.75%

Subject: Classified Personnel Date: November 15, 2011

3. Request for Temporary Increase in Workload for Categorically-Funded Management Position

The Vice President of Student Services, Riverside City College has requested a temporary increase in workload for the categorically-funded part-time management position of Director, Student Support Services. This position is currently held by Tenisha James.

It is recommended the Board of Trustees approve the temporary increase in workload for the categorically-funded management position, Director, Student Support Services from 75% to 100%, effective December 1, 2011 through December 31, 2011.

4. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)

It is recommended the Board of Trustees approve/ratify requests for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employee:

			Effective/
<u>Name</u>	<u>Title</u>	Leave Type	Retroactive to:
Acosta, Cynthia	Counseling Clerk III	CFRA/FMLA	November 1, 2011
Mejia, Jesse	Facilities Utilization Spec.	CFRA/FMLA	October 25, 2011
Quintero, Eduardo	Warehouse Assistant	CFRA/FMLA	November 1, 2011
Ricard, Ronald	Info. Technology Analyst	CFRA/FMLA	August 29, 2011

5. 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:

		Last Day of	
<u>Name</u>	<u>Position</u>	Employment	Reason
Bailey, Catherine	Payroll Technician	November 16, 2011	Separation
Van Hala, Kristen	IDS/SCE Program Coordinator	November 4, 2011	Personal



Agenda Item (VI-A-3)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-A-3)

Subject Other Personnel

College/District District

Funding n/a

Recommended

Action

It is recommend that the Board of Trustees approve/ratify the other personnel actions.

Background Narrative:

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

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

Attachments:

20111115_Other Personnel_Backup 20111115_Other Personnel

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
2011/2012 ACADE	MIC YEAR			
DISTRICT				
(None)				
MORENO VALLE	Y COLLEGE			
Calhoun, Shauni	Lab Technician II	Math, Science & Kine.	10/18/11-12/16/11	\$26.74
Morales, Diane	Lab Technician II	Math, Science & Kine.	10/18/11-12/16/11	\$26.74
NORCO COLLEGE	Ξ			
Rubio Gonzalez,	Assistant to the Director,	TRIO Upward Bound	11/16/11-01/13/12	\$22.28
Lissette	Upward Bound			
RIVERSIDE CITY	COLLEGE			
Adling, Christopher	Sr. Tool Room Attendant	Applied Technology	11/16/11-06/30/12	\$18.51
Austin, Richard	Sr. Tool Room Attendant	Applied Technology	11/16/11-06/30/12	\$18.51
Davilla, Ismael	Sr. Tool Room Attendant	Applied Technology	11/16/11-06/30/12	\$18.51
Harris, April	Counseling Clerk I	Student Services/	11/01/11-06/30/12	\$16.89
		Activities		
Malloy, Eric	Sr. Tool Room Attendant	Applied Technology	11/16/11-06/30/12	\$18.51
Turnbull, Dennis	Sr. Tool Room Attendant	Applied Technology	11/16/11-06/30/12	\$18.51

SHORT-TERM POSITIONS

NAME ACADEMIC YEAR DISTRICT (None)	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COLLEGE Mireles, Marco	Role Player	PSET	11/16/11-06/30/12	\$8.00
NORCO COLLEGE Escudero, Wellington Leary, Mary Smith, Anne	Tutor IV Office Assistant II Grant Facilitator	TRIO Program Dean of Instruction TRIO Program	11/16/11-06/30/12 11/16/11-04/27/12 11/16/11-06/30/12	\$10.00 \$10.50 \$40.00
COLLEGE	Ctops Taskaisian IV	Danfarra an an Discarri da	01/02/12 06/20/12	\$10.65
Arteaga, Alejandra Barry, Russell Blair, Trina	Stage Technician IV Stage Technician IV Box Office Specialist	Performance Riverside Performance Riverside Landis Perf Arts Cntr	01/02/12-06/30/12	\$10.65 \$10.65 \$13.00
Everley, Shannon Chisholm, Keith	Stage Technician IV Theater Master	Performance Riverside Performance Riverside	01/02/12-06/30/12	\$10.65 \$17.00
,	Carpenter	Landis Perf Arts Cntr		\$13.00
Gallardo, Amanda George, Colby	Box Office Specialist Stage Technician VI	Performance Riverside		\$13.00
Hennager, David	Stage Technician II	Performance Riverside	01/02/12-06/30/12	\$9.55
Hudgens, Ethan	Stage Technician IV	Performance Riverside	01/02/12-06/30/12	\$10.65
McArdle, Kelly	Grant Facilitator	Upward Bound	11/16/11-06/30/12	\$40.00
McGuirre, Andrea	Box Office Specialist	Landis Perf Arts Cntr	01/02/12-06/30/12	\$13.00
Pacheco, Vanessa	Stage Technician II	Performance Riverside		\$9.55
Quinte, Sarah	Asst Women's Swim Coach	Athletics	01/15/12-05/30/12	\$3,650
Ramirez, Christopher	Stage Technician IV	Performance Riverside	01/02/12-06/30/12	\$10.65
Rios, Kathryn	Grant Project	Academic Affairs	10/04/11-12/02/11	\$20.00
	Technician			
Roble, Briane	Grant Facilitator	Upward Bound	11/16/11-06/30/12	\$40.00
Schultz, Jason	Stage Technician IV	Performance Riverside		\$10.65
Shelton, Jessica	Master Electrician	Performance Riverside		\$17.00
Shelton, Scott	Stage Technician II	Performance Riverside		\$9.55
Wolgemuth, Aaron	Stage Technician IV	Performance Riverside	01/02/12-06/30/12	\$10.65

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

DISTRICT FUNDS

NAME	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
MORENO VALLEY COLI	LEGE			
Manning, Ravyn A	Student Aide I	Student Activies	10/19/11	\$ 8.00
Mutuku, Daniel	Student Aide I	Tutorial Services	10/18/11	\$ 9.00
Nahabedian, Talar Vart	Student Aide I	Tutorial Services	10/13/11	\$ 8.25
Odiakosa, Samuel	Student Aide I	HSS-HM126/Art	10/19/11	\$ 8.00
Solis, David Alverto	Student Aide I	Tutorial Services	10/25/11	\$ 8.25
Valdez Ramirez, Lluvia	Student Aide I	Tutorial Services	10/18/11	\$ 8.25
Wu, Siyu	Student Aide I	Tutorial Services	10/13/11	\$ 8.50
NORCO COLLEGE				
Barreto, Marta	Student Aide III	BEIT	10/31/11	\$10.00
Lamantain, Kevin	Student Aide III	BEIT	10/24/11	\$10.00
Lopez, Diana	Student Aide III	Tutorial Services	10/18/11	\$10.00
Mahesh Harsh Kavia	Student Aide III	Tutorial Services	11/07/11	\$10.00
Osborn, Rachael	Student Aide III	Communications	10/12/11	\$10.00
Pasion, Ganymede	Student Aide III	Tutorial Services	10/18/11	\$10.00
Wenner, Rebecca	Student Aide III	Communications	10/12/11	\$10.00
RIVERSIDE CITY COLLE	CGE			
Anderson, Ashley	Student Aide III	Political Science	10/25/11	\$10.50
Bshai, Karam	Student Aide I	Tutorial Services	10/13/11	\$ 8.00
Chai, Minkyung	Student Aide I	Tutorial Services	10/12/11	\$ 8.00
Croomes, Charity	Student Aide III	Political Science	10/14/11	\$10.50
Ekpo, Malcolm	Student Aide I	Tutorial Services	10/21/11	\$ 8.00
Elias Jr., Ruben	Student Aide I	Tutorial Services	10/21/11	\$ 8.00
Estrada, Eunice	Student Aide I	Performing Arts / Dance	10/18/11	\$ 8.00
Garcia, Sarah	Student Aide I	Performing Arts / Theater	10/13/11	\$ 8.00
Garcia-Alcaraz, Ricardo	Student Aide V	Academic Support	10/13/11	\$12.00
Heng, Mary	Student Aide I	Tutorial Services	10/13/11	\$ 8.00
Jones, Alexandria	Student Aide I	Tutorial Services	10/12/11	\$ 8.00
Kenne, Puria	Student Aide I	Tutorial Services	10/25/11	\$ 8.00
Kepke, Kimberly	Student Aide I	Tutorial Services	10/28/11	\$ 8.00
Muiruri, Dennis	Student Aide I	Tutorial Services	10/12/11	\$ 8.00
		Performing Arts/		
Munu, Dustin	Student Aide I	Marching Band	10/18/11	\$ 8.00
Ocampo, Tomas	Student Aide III	Political Science	10/14/11	\$10.50
Perry, Morgan	Student Aide I	Performing Arts / Music	10/12/11	\$ 8.00
Ragsdale, Steven	Student Aide I	Performing Arts / Music	10/31/11	\$ 8.00
Roberts, Harold	Student Aide V	Academic Support	10/13/11	\$12.00
Song, Ding	Student Aide I	Tutorial Services	10/21/11	\$ 8.00

Backup Other Personnel November 15, 2011 Page 2 of 3

RIVERSIDE CITY COLLEGE (continued)

NAME Stones, Aaron Teets, Caroline Wang, Zhuo Yang, Letian	POSITION Student Aide V Student Aide I Student Aide I Student Aide I	DEPARTMENT Academic Support PE / Pool Tutorial Services Tutorial Services	DATE 10/13/11 10/12/11 10/13/11 10/12/11	RATE \$12.00 \$ 8.00 \$ 8.00 \$ 8.00
CATEGORICAL FUNDS				
<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
COMMUNITY SERVICE	PROGRAM			
Brown, Corey	Student Aide II	UCR Museum of Photo - NOR UCR Museum of Photo -	10/14/11	\$ 9.00
DeVera, Antonio	Student Aide II	NOR UCR Museum of Photo -	10/11/11	\$ 9.00
King, Freeman	Student Aide II	RIV UCR Museum of Photo -	10/21/11	\$ 9.00
Lunetto, Ashli	Student Aide II	RIV	10/21/11	\$ 9.00
MORENO VALLEY COLI	LEGE			
Allen, Mary E	Student Aid I	IMC	10/28/11	\$ 8.00
Benson, Sabrina Maryann	Student Aid I	Admissions & Records	10/24/11	\$ 8.00
Edwards, Maya A	Student Aide I	ECE	10/10/11	\$ 8.50
		Student Financial		
Johnson, Deja E	Student Aide II	Services	10/31/11	\$ 9.00
Johnson, William A	Student Aide I	ECE	10/18/11	\$ 9.00
Maya, Gabby	Student Aide I	Student Activites Center	11/02/11	\$ 8.00
Palma, Ana Alicia	Student Aide II	HSS/Music	10/11/11	\$10.00
Rodriguez, Stephanie	Student Aide I	ECE	10/10/11	\$ 8.50
Broussard, Lynnette	Student Aide I	IMC	10/17/11	\$ 8.00
Slade, Jana Tene	Student Aide I	Health Services	10/28/11	\$ 8.00
Robinson, Maisha R	Student Aide II	Career/Transfer	10/24/11	\$ 9.00
NORCO COLLEGE				
Arriola, Christy	Student Aide I	Veterans Services	10/10/11	\$ 8.00
Carrasco, Rocio	Student Aide I	Library	10/11/11	\$ 8.00
Chu, Peter	Student Aide II	Tutorial Services	10/04/11	\$ 9.00
Covach, Matt	Student Aide I	Facilities	10/14/11	\$ 8.75
Dias, Gamadiel	Student Aide II	Career/ Transfer	10/04/11	\$ 9.50
Diaz, Kimberly	Student Aide II	Tutorial Services	10/11/11	\$ 9.00

Backup Other Personnel November 15, 2011 Page 3 of 3

NORCO COLLEGE (continued)

NAME	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
		Disability Resource		
Fletcher, Paul Byron	Student Aide II	Center	10/10/11	\$ 9.00
Garcia, Yesenia	Student Aide I	Admissions & Records	10/11/11	\$ 8.00
Gomez, Martha	Student Aide III	Trio/Upward Bound	11/04/11	\$10.00
Grant, Colleen	Student Aide I	Learning Resource Center	11/01/11	\$ 8.00
Guerrero, Stephanie	Student Aide I	EOPS	11/04/11	\$ 8.00
Jalanbo, Layla	Student Aide I	Student Employment	10/14/11	\$ 8.00
		Customized Training		
Marin, Justine	Student Aide I	Solutions	10/04/11	\$ 8.00
Matthews, Makena	Student Aide I	Learning Resource Center	11/01/11	\$ 8.00
McDonald, Katelyn	Student Aide III	Tutorial Services	11/07/11	\$10.00
Mukhtar, Marium	Student Aide I	Learning Resource Center		\$ 8.00
Munoz, Denise	Student Aide I	Vice President's Office	11/04/11	\$ 8.00
Newell, Christin	Student Aide I	Tritech Small Business	10/11/11	\$ 8.00
Ramirez, Fabian	Student Aide I	Student Employment	10/05/11	\$ 8.00
Sanchez, Seleny	Student Aide I	Career/ Transfer	10/17/11	\$ 8.00
Tate, Briana	Student Aide I	Tritech Small Business	10/11/11	\$ 8.00
Vazquez, Anayeli	Student Aide I	EOPS	11/04/11	\$ 8.00
Vernon, Julianna	Student Aide I	Assessment Center	10/24/11	\$ 8.00
Winters, Michael	Student Aide I	Library	11/04/11	\$ 8.00
Yee, Trevor	Student Aide III	Tutorial Services	10/04/11	\$10.00
RIVERSIDE CITY COLLE	EGE			
Giron Medina, Rina	Student Aide I	Faculty Development	10/14/11	\$ 8.00
Harris III, Edward	Student Aide I	Applied Tech / Toolroom	10/14/11	\$ 8.00
Vallin, Ariana	Student Aide I	Academic Support	10/14/11	\$ 8.50
Williams, Dominique	Student Aide I	Home Room	10/12/11	\$ 8.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel Date: November 15, 2011

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.



Agenda Item (VI-B-1)

Meeting 11/15/2011 - Regular

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

Subject Purchase Order and Warrant Report - All District Resources

College/District District

Funding n/a

Recommended Action

It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase

Order Additions totaling \$7,801,325 and District Warrant Claims totaling \$8,677,735.

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 \$7,801,325 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 182531-183833) totaling \$8,677,735 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 (October 2011) - November 15, 2011

Report of Purchases-All District Resources \$78,900 and Over 10/01/11 thru 10/31/11

PO#	Department	Vendor	Description	Amount
C0003607	FPDC	Dalke & Sons Construction, Inc	Citrus Belt Savings & Loan Bid Award	\$ 414,480
C0003619	FPDC	City of Riverside	Parking Spaces at Fox Plaza	2,602,600
P0030547	Facilities	Pasco	Physical Science Equipment	360,072
P0030589	Facilities	Presidio Networked Solutions, Inc	Network Gear for Nursing/Science Building	855,914
P0030590	Business Services	Presidio Networked Solutions, Inc	Network Gear for Nursing/Science Building	220,657
P0030661	Business Services	Apple Computer, Inc.	Computer Equipment for Nursing/Science Building	107,709
P0030664	Business Services	Dell Computers	Computer Equipment for Nursing/Science Building	85,015
P0030665	Business Services	Dell Computers	Computer Equipment for Nursing/Science Building	144,425
P0030692	College Relations/Special Projects	Motorola	Motorola APX Multi-Band Radios	143,035
Additions to	Approved/Ratify Purchase Orders of \$78,9	900 and Over		_
C0002817	FPDC	Facilities Planning & Program Services, Inc	Consulting Services for FPDC Office	183,000
C0003109	FPDC	Inland Building Construction Companies, Inc.	Wheelock Gym Seismic Retrofit Bid Award	175,929
C0003172	Facilities	Johnson Controls, Inc.	HVAC Maintenance Bid Award	142,696
C0003437	Workforce Preparation	Alvord Unified School District	Clip Program	114,995
C0003438	Workforce Preparation	Riverside Unified School District	Clip Program	736,841
			Total	\$ 6,287,368
			All Purchase Orders, Contract, and Additions	
			for the Period of 10/01/11 - 10/31/11	_
			Contracts - C3603 - C3636	\$ 348,518
			Contract Additions - C2679 - C3595	
			Purchase Orders- P30477 - P30820	903,124
			Purchase Order Additions - P27685 - P30386	
			Blanket Purchase Oders - B9535 - B9599	262,315
			Blanket Purchase Order Additions - B8435 - B9525	
			Total	\$ 1,513,957
			Grand Total	\$ 7,801,325



Agenda Item (VI-B-2-a)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-2-a)

Subject Budget Adjustments

College/District District

Funding Fund 11

Recommended

Action

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

Background Narrative:

The 2011-12 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000).

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance

Attachments:

Budget Adjustments

		<u>Program</u>	Account		Amount
Rive	erside				
R1.	Transf	er to purchase a projector, screen and s	ound system.		
	From:	Career and Technical Education	Administrative Contingency	\$	2,503
	To:	Applied Tech – Welding Tech	Equipment	\$	2,503
R2.	Transf	Fer to purchase a membership.			
	From:	Business Administration	Instructional Aids, Hourly Employee Benefits	\$	526 24
	To:	Business Administration	Memberships	\$	550
R3.	Transf	Fer to purchase supplies. (Fund 12, Research	ource 1190)		
	From:	DSPS	Equipment	\$	1,533
	To:	DSPS	Supplies	\$	1,533
R4.	Transf	Fer to purchase supplies and food for me	eetings. (Fund 12, Resource 1	190)	
	From:	Completion Counts	Other Services	\$	5,500
	То:	Completion Counts	Supplies Food	\$	2,500 3,000

		<u>Program</u>	Account	<u>Amount</u>
R5.	Transf	er to pay for hourly counselors. (Fund	12, Resource 1190)	
	From:	CalWORKs	Classified FT Administrator Supplies Comp Software Maint/Lic Other Services	\$ 831 6,148 200 10,996
	То:	CalWORKs	Academic PT Non-Instr Employee Benefits	\$ 17,698 477
R6.	Transf	er to purchase software licensing.		
	From:	Other Communications	Periodicals/Magazines	\$ 300
	To:	Media and Communications	Comp Software Maint/Lic	\$ 300
R7.	Transf	er to purchase supplies.		
	From:	Puente Project	Short-Term Temporary Student Help – Non-Instr Employee Benefits	\$ 1,040 400 54
	То:	Puente Project	Supplies	\$ 1,494
R8.	Transf	er to purchase supplies.		
	From:	Job Placement	Classified Overtime Employee Benefits	\$ 430 46
	To:	Job Placement	Supplies	\$ 476

		<u>Program</u>	Account		<u>Amount</u>
R9.	Transf	fer to provide for washing police cars.			
	From:	Safety & Police	Other Transportation Supplie	es\$	3,000
	To:	Safety & Police	Other Services	\$	3,000
R10		fer to provide for a special project for the 32, Resource 3200)	ne Food Services Director.		
	From:	Food Services	Beverage	\$	8,000
	To:	Food Services	Classified Special Project	\$	8,000
Nor	<u>co</u>				
N1.	Transf	Fer to provide for a classified special pro	oject for assessment coding.		
	From:	Academic Affairs	Instructional Supplies	\$	3,200
	To:	Academic Affairs	Classified Special Project	\$	3,200
N2.	Transf	Fer to purchase an overhead projector.			
	From:	Dean of Instruction	Instructional Supplies	\$	3,750
	To:	Dean of Instruction	Equipment	\$	3.750
N3.	Transf	Fer to provide for supplies and a membe	ership.		
	From:	Dean of Instruction – Honors	Academic Special Project	\$	200
	To:	Dean of Instruction – Honors	Supplies Memberships	\$	110 90

		Program	Account	Amount
N4.	Transf	er to provide for video/audio equipmen	t and repairs.	
	From:	Instructional Media Center	Student Help	\$ 2,200
	То:	Instructional Media Center	Equipment Repairs	\$ 1,700 500
N5.	Transf	er to purchase computer equipment.		
	From:	Arts, Humanities & World Lang.	Transportation Professional Services	\$ 250 727
	To:	Arts, Humanities & World Lang.	Equipment	\$ 977
N6.	Transf	er to provide for computer equipment, i	repairs and waste disposal.	
	From:	Business, Engineering & Info. Sys.	Comp Software Maint/Lic Instructional Supplies	\$ 1,207 740
	То:	Business, Engineering & Info. Sys.	Equipment Repairs Waste Disposal	\$ 1,207 347 393
N7.	Transf	er to purchase subscriptions.		
	From:	Library	Short-Term Temporary Books/New & Expd Library	\$ 6,613 2,000
	To:	Library	Subscriptions	\$ 8,613
N8.	Transf	er to provide for office equipment.		
	From:	Campus Student Services	Supplies	\$ 208
	To:	Campus Student Services	Equipment	\$ 208

		Program	Account		Amount
N9.	Transf	er to reallocate the TRIO Upward Boun	nd grant. (Fund12, Resource 11	.90)	
	From:	Student Services - TRIO	Employee Benefits Food	\$	6,282 6,297
	To:	Student Services - TRIO	Short-Term Temporary Classified Special Project	\$	11,000 1,579
N10.	Transf	er to reallocate the TRIO Upward Bour	nd CNUSD grant. (Fund12, Re	sour	ce 1190)
	From:	Student Services – TRIO CNUSD	Academic PT Non-Instr Academic Special Project Short-Term Temporary	\$	1,388 6,820 3,596
	То:	Student Services – TRIO CNUSD	Travel Expenses Memberships Governmental Fees	\$	11,564 233 7
N11.		er to reallocate the Disabled Student Se 12, Resource 1190)	rvices (DSPS) budget.		
	From:	DSPS	Academic PT Non-Instr.	\$	1,031
	To:	DSPS	Postage Mileage	\$	31 1,000
More	eno Val	ley			
M1.	Transf	er to replace administrative contingency	y funds.		
	From:	Health, Human and Public Services	Employee Benefits	\$	6,351
	To:	VP, Business Services	Administrative Contingency	\$	6,351

		Program	Account		Amount
M2.	Transf	er to reallocate the CCRAA Project Suc	ccess grant. (Fund 12, Resourc	ce 11	190)
	From:	President - CCRAA Project Success	Office Supplies Employee Benefits	\$	114 1
	To:	President - CCRAA Project Success	Academic FT Administrator	\$	115
M3.		Fer to reallocate the FIPSE Public Safety 12, Resource 1190)	y, Education and Training gran	ıt.	
	From:	PSET - FIPSE	Academic PT Teaching Equipment	\$	4,920 1,082
	То:	PSET - FIPSE	Instructional Aides, Hourly Instructional Supplies Office Supplies	\$	4,920 1,047 35
M4.		er to provide for part time non-instructi ernet and phone systems.	onal help and purchase bandw	idth	to support
	From:	Public Safety, Education & Training	Short-Term Temporary	\$	11,631
	To:	Public Safety, Education & Training	Academic PT Non-Instr Telephone	\$	8,631 3,000
M5.	Transf	er to purchase instructional supplies.			
	From:	Humanities and Social Sciences	Repairs	\$	60
	To:	Humanities and Social Sciences	Instructional Supplies	\$	60
M6.	Transf	er to purchase modular panels.			
	From:	Admissions and Records	Supplies	\$	582
	To:	Admissions and Records	Equipment	\$	582

		<u>Program</u>	Account		<u>Amount</u>
M7.	Transf	er to provide for cell phone usage.			
	From:	Student Financial Services	Short-Term Temporary	\$	2,000
	To:	Student Financial Services	Cellular Telephone	\$	2,000
M8.	Transfe	er to provide for software licensing. (F	und 12, Resource 1190)		
	From:	Matriculation	Equipment	\$	1,504
	To:	Matriculation	Comp Software Maint/Lic	\$	1,504
<u>Distr</u>		ce and District Support Services er to purchase computer equipment.			
D1.				ф	
	From:	Information Services	Comp Software Maint/Lic	\$	57
	To:	Information Services	Equipment	\$	57
D2.	Transf	er to purchase phone equipment. (Fund	12, Resource 1190)		
	From:	Economic Development – Tri Tech	Consultants	\$	4,864
	To:	Economic Development – Tri Tech	Equipment	\$	4,864
D3.	Transf	er to provide for repair parts and labor.	(Fund 41, Resource 4160)		
	From:	Information Services	Equipment	\$	44,546
	То:	Information Services	Repair Parts Repairs	\$	24,645 19,901

		<u>Program</u>	Account		<u>Amount</u>
D4.	Fund 12, Resource 1190)				
	From:	Career & Technical Education	Equipment	\$	4,069
	То:	Career & Technical Education	Academic Special Project Student Help – Non Instr. Employee Benefits	\$	1,500 2,337 232



Agenda Item (VI-B-3-a)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-3-a)

Subject 2011-2012 Upward Bound TRIO, Norte Vista - Norco College - Resolution No. 13-11/12

College/District District

Funding Fund 12

Recommended It is recommended that the Board of Trustees approve adding the revenue and expenditures of

Action \$19,558 to the budget.

Background Narrative:

The Riverside Community College District has received additional funding for the 2011-2012 Upward Bound TRIO, Norte Vista - Norco College in the amount of \$19,558 from U.S. Department of Education. The funds will be used for salaries, benefits, and other operational expenses of the program.

Prepared By: Debbie DiThomas, Interim President, Norco College

Attachments:

2011-2012 Upward Bound TRIO, Norte Vista - Norco College - Resolution No. 13-11/12

RIVERSIDE COMMUNITY COLLEGE DISTRICT RESOLUTION TO AMEND BUDGET

2011-2012 Upward Bound TRIO, Norte Vista - Norco College Resolution No. 13-11/12

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$19,558 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 15, 2011.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT 2011-2012 Upward Bound TRIO, Norte Vista - Norco College Resolution No. 13-11/12

7	Year	County	District	Date	Fund
	12	33	07	11/15/2011	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0144	8120	19,558	00	REVENUE
									EXPENDITURES
12	EZG	1190	0	6450	0144	2139	1,000	00	Classified Short-Term Temporary
12	EZG	1190	0	6450	0144	3520	1,000	00	Employee Benefits
12	EZG	1190	0	6450	0144	4590	2,000	00	Supplies
12	EZG	1190	0	6450	0144	4710	2,000	00	Food
12	EZG	1190	0	6450	0144	5110	1,500	00	Consultants
12	EZG	1190	0	6450	0144	5210	300	00	Mileage
12	EZG	1190	0	6450	0144	5219	4,250	00	Travel Expenses
12	EZG	1190	0	6450	0144	5220	3,600	00	Conferences
12	EZG	1190	0	6450	0144	5310	500	00	Memberships
12	EZG	1190	0	6450	0144	5541	100	00	Cellular Telephone
12	EZG	1190	0	6450	0144	5649	508	00	Comp Software Maint/Lic
12	EZG	1190	0	6450	0144	5650	2,549	00	Transportation
12	EZG	1190	0	6450	0144	6481	251	00	Equipment
							19,558	00	TOTAL REVENUE
							19.558	00	TOTAL EXPENDITURES



Agenda Item (VI-B-3-b)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-3-b)

Subject 2011-2012 Completion Academies Program - Riverside City College - Resolution No. 14-11/12

College/District District

Funding Fund 12

Recommended

Action

It is recommended that the Board of Trustees approve adding the revenue and expenditures of

\$109,091 to the budget.

Background Narrative:

The Riverside Community College District has received funding for the 2011-2012 Completion Academies Program - Riverside City College in the amount of \$109,091 from the James Irvine Foundation, passed through the Riverside Community College District Foundation. The funds will be used to support the Riverside Learning Partnership, which is focused on making college and career readiness and postsecondary completion the standard for youth in Riverside County.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance

Shelagh Camak, Executive Dean, Workforce & Resource Development Michael Wright, Director, Workforce Preparation Grants and Contracts

Attachments:

2011-2012 Completion Academies Program - Resolution No. 14-11/12

RIVERSIDE COMMUNITY COLLEGE DISTRICT RESOLUTION TO AMEND BUDGET

2011-2012 Completion Academies Program - Riverside City College Resolution No. 14-11/12

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$109,091 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 15, 2011.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT

2011-2012 Completion Academies Program - Riverside City College Resolution No. 14-11/12

Year	County	District	Date	Fund
12	33	07	11/15/2011	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0319	8820	109,091	00	REVENUE
									EXPENDITURES
12	DCW	1190	0	6020	0319	1360	21,502	00	Instructors, Substitutes
12	DCW	1190	0	6020	0319	2118	3,454	00	Classified FT Administrator
12	DCW	1190	0	6020	0319	3000	4,104	00	Employee Benefits
12	DCW	1190	0	6020	0319	4555	15,152	00	Copying/Printing
12	DCW	1190	0	6020	0319	4590	8,000	00	Office and Other Supplies
12	DCW	1190	0	6020	0319	5197	50,211	00	Grant/Contract Sub-Agreement
12	DCW	1190	0	6020	0319	5198	5,334	00	Professional Services
12	DCW	1190	0	6020	0319	5211	1,334	00	Meeting Expenses
							109,091	00	TOTAL REVENUE
							109,091	00	TOTAL EXPENDITURES

cp Page 1 of 1



Agenda Item (VI-B-3-c)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-3-c)

Subject 2011-2012 TANF and CalWORKS Programs - Resolution No. 15-11/12

College/District District

Funding Fund 12

Recommended It is recommended that the Board of Trustees approve adding the revenue and expenditures of

Action \$41,495 to the budget.

Background Narrative:

The Riverside Community College District has received notification of revised funding in the amounts of \$9,560 and \$31,935 for the 2011-2012 TANF and CalWORKS programs, respectively. The original allocations from the State did not provide for a break-down by college so estimated allocations, by college, were made for the adopted budget using FTES as the methodology. The revised allocations from the State are by college. The additional funding will be allocated to the colleges as shown below to align the respective budgets in accordance with the State's notification and will be used for salaries, benefits, and other operational expenses of the program.

o Riverside College, TANF (\$10,922) decrease in funding, CalWORKS \$32,611 increase in funding

o Norco College, TANF \$9,881 increase in funding, CalWORKS (\$19,296) decrease in funding

o Moreno Valley College, TANF \$10,601 increase in funding, CalWORKS \$18,620 increase in funding

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance

Attachments:

2011-2012 TANF and CalWORKS Programs - Resolution No. 15-11/12

RIVERSIDE COMMUNITY COLLEGE DISTRICT RESOLUTION TO AMEND BUDGET

2011-2012 TANF and CalWORKS Programs

Resolution No. 15-11/12

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$41,495 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 15, 2011.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT 2011-2012 TANF and CalWORKS Programs Resolution No. 15-11/12

Year	County	District	Date	Fund
12	33	07	11/15/2011	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	D00	1190	0	0000	0366	8140	(10,922)	00	REVENUE
12	D00	1190	0	0000	0367	8626	32,611	00	
12	E00	1190	0	0000	0366	8140	9,881	00	
12	E00	1190	0	0000	0367	8626	(19,296)	00	
12	F00	1190	0	0000	0366	8140	10,601	00	
12	F00	1190	0	0000	0367	8626	18,620	00	
							41,495	00	Total Revenue
									EXPENDITURES
12	DCW	1190	0	6020	0366	4XXX	(10,922)	00	Supplies
12	DCW	1190	0	6020	0367	1XXX	19,190	00	Academic Salaries
12	DCW	1190	0	6020	0367	2XXX	13,421	00	Classified Salaries
12	ECW	1190	0	6020	0366	4XXX	6,981	00	Supplies
12	ECW	1190	0	6020	0366	5XXX	2,900	00	Services
12	ECW	1190	0	6020	0367	1XXX	1,813	00	Academic Salaries
12	ECW	1190	0	6020	0367	2XXX	(849)	00	Classified Salaries
12	ECW	1190	0	6020	0367	3XXX	221	00	Employee Benefits
12	ECW	1190	0	6020	0367	4XXX	(10,000)	00	Supplies
12	ECW	1190	0	6020	0367	5XXX	(10,481)	00	Services
12	FCW	1190	0	6020	0366	2XXX	1,462	00	Classified Salaries
12	FCW	1190	0	6020	0366	3XXX	1,060	00	Employee Benefits
12	FCW	1190	0	6020	0366	4XXX	5,879	00	Supplies
12	FCW	1190	0	6020	0366	5XXX	2,200	00	Services
12	FCW	1190	0	6020	0367	1XXX	3,604	00	Academic Salaries
12	FCW	1190	0	6020	0367	2XXX	1,662	00	Classified Salaries
12	FCW	1190	0	6020	0367	3XXX	3,174	00	Employee Benefits
12	FCW	1190	0	6020	0367	4XXX	573	00	Supplies
12	FCW	1190	0	6020	0367	5XXX	9,607	00	Services
							41,495	00	TOTAL INCOME
							41,495		TOTAL EXPENDITURES

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Agenda Item (VI-B-5-a)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-5-a)

Subject Ratification of Bid Award for the Group II Integration - Riverside City College Nursing/Science

Building - Bid Number 2011/12-05

College/District District

Funding Measure C

Recommended Action

It is recommended that the Board of Trustees ratify the award of Bid Number 2011/12-05 - Nursing/Science Building Group II Integration, in the total amount of \$335,441 to Spinitiar.

Background Narrative:

See the attached background information related to the Invitation for Bid solicitation for Group II Integration - Riverside City College Nursing/Science Building.

Prepared By: Cynthia Azari, President, Riverside City College

Norm Godin, Vice President Majd Askar, Purchasing Manager

Attachments:

Ratification of Bid Award - Group II Integration - RCC Nursing-Science Building Background Narrative - November 15, 2011

Ratification of Bid Award for the Group II Integration Riverside City College Nursing/Science Building - Bid Number 2011/12-05 November 15, 2011

On September 20, 2011, the Board of Trustees pre-approved bid awards to the lowest responsive/responsible bidders the furniture, fixtures and equipment related to the Riverside City College Nursing/Science Building. The Board also authorized the issuance of Notices of Award; permitted project bid ratification at a subsequent Board of Trustees meeting; and authorized the Vice Chancellor, Administration and Finance to sign the associated agreements.

On October 24, 2011, the District received two (2) bids in response to an Invitation for Bid solicitation for the Nursing/Science Building Group II Integration project, consisting of installation and configuration of a complete audiovisual presentation system. The bid results were as follows:

Contractor	Business Location	Total Bid
Digital Network Groups, Inc.	Aliso Viejo	Non-Responsive
Spinitar	La Mirada	\$335,441

Digital Network Groups, Inc. submitted a bid of \$303,750. Upon review by District Staff, Digital Network Groups, Inc.'s bid was deemed non-responsive for not possessing required integrator certifications. On October 31, 2011, staff issued a Notice of Award to the second lowest bidder, Spinitar, for the total bid amount of \$335,441. References for Spinitar were checked by District staff and found to be satisfactory. This project will be funded from the approved Measure C budget and State Group II funding.

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Agenda Item (VI-B-5-b)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-5-b)

Subject Ratification of Bid Award for the Audio Visual Equipment - Riverside City College

Nursing/Science Building - Bid Number 2011/12-06

College/District District

Funding Measure C

Recommended It is recommended that the Board of Trustees ratify the award of Bid Number 2011/12-06 -

Furnish Audio Visual Equipment, in the total amount of \$967,623 to Spinitiar.

Background Narrative:

See the attached background information related to the Invitation for Bid solicitation for Audio Visual Equipment - Riverside City College Nursing/Science Building.

Prepared By: Cynthia Azari, President, Riverside City College

Norm Godin, Vice President Majd Askar, Purchasing Manager

Attachments:

Action

Ratification of Bid Award - Audio Visual Equipment RCC Nursing-Science Building Background Narrative - November 15, 2011

Ratification of Bid Award for the Audio Visual Equipment Riverside City College Nursing/Science Building - Bid Number 2011/12-06 November 15, 2011

On September 20, 2011, the Board of Trustees pre-approved bid awards to the lowest responsive/responsible bidders for the furniture, fixtures and equipment related to Riverside City College Nursing/Science Building. The Board also authorized the issuance of Notices of Award; permitted project bid ratification at a subsequent Board of Trustees meeting; and authorized the Vice Chancellor, Administration and Finance to sign the associated agreements.

On October 27, 2011, the District received two (2) bids in response to an Invitation for Bid solicitation for the purchase of Audio Visual (AV) Equipment for the Riverside City College Nursing and Science Building. The bid results were as follows:

Contractor	Business Location	Total Bid
Spinitar	La Mirada	\$967,623
Digital Network Groups, Inc.	Aliso Viejo	\$1,262,786

On November 4, 2011, staff issued a Notice of Award to the lowest bidder, Spinitar, for the total bid amount of \$967,623. References for Spinitar were checked by District staff and found to be satisfactory. This project will be funded from the approved Measure C budget and State Group II funding.

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Agenda Item (VI-B-6-a)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-6-a)

Subject Contracts and Agreements Report Less than \$78,900 - All District Resources

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees ratify contracts totaling \$348,518.

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 \$78,900. The attached listing of contracts and agreements under \$78,900 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 \$78,900 (October 2011) - November 15, 2011

Contracts and Agreements Report-All District Resources \$78,900 and Under 10/01/2011 thru 10/31/11

PO#	Department	Vendor	Business Location	Description	Amount
C0003603	President-Moreno Valley Campus	Clarke & Associates	Santa Rosa	Post Award Services	\$ 16,870
C0003604	Evaluations	Herff Jones	Lomita	Diplomas & Certificates	11,000
C0003605	Community & Economic Development	Image IV Systems, Inc.	Burbank	Maintenance Agreement	1,800
C0003606	Community & Economic Development	SJG, Inc	Yucaipa	Tech Skills and Website Development for CalGrip	2,800
C0003608	President	Yates, Susan Eileen	Fresno	Consultant Services	5,500
C0003609	Academic Affairs	CAPA	Boston, MA	Additional Cost Due to Dollar Conversion to Euros	190
C0003610	CTE	Alexander Street Press, LLC	Alexandria, VA	Online Subscription	3,937
C0003611	Performance Riverside	Samuel French, Inc.	New York, NY	License, Royalties, Rental Fees	8,000
C0003612	Business Operations-Moreno Valley	Acorn Technology Corporation	Riverside	Server Storage	25,500
C0003614	Performance Riverside	Utah Festival Opera & Musical Theatre	Logan, UT	The Mikado Set Rental	7,220
C0003615	Performance Riverside	Stein, Kyle E	Logan, UT	Set Transport	1,650
C0003616	HHPS	Shred-It	Riverside	Security Consoles for Ben Clark Training Center	364
C0003617	Applied Technology	Micros System	Huntington Beach	POS System	2,037
C0003618	Information Systems & Technology	San Bernardino Community College District	San Bernardino	Membership	400
C0003620	Community & Senior Citizen Education	Boulos, Jenesie	Cerritos	Educational Services	1,260
C0003622	Community & Senior Citizen Education	Balloons By Alice Lyons	Diamond Bar	Balloons for Instructional Services	150
C0003623	Community & Senior Citizen Education	Adney, Curtis M.	Lemoore	Professional Services	200
C0003624	Community & Senior Citizen Education	Terry S Rowen, Inc.	Folsom	Instructional Services	1,700
C0003625	Community & Senior Citizen Education	NLSI, Inc	Moreno Valley	Instructional Services	325
C0003626	Community & Senior Citizen Education	California Mind Institute	La Quinta	Instructional Services	4,500
C0003627	Community & Senior Citizen Education	Ingram, Mark	San Pedro	Instructional Services	800
C0003628	Community & Senior Citizen Education	Koba, Rosalia	Laguna Niguel	Instructional Services	3,500
C0003629	Campus Student Services-Norco	Coronado, Heidi	Chatsworth	Educational Consultant	3,000
C0003630	Community & Senior Citizen Education	Rounds, Miller and Associates	Rancho Palos Verdes	Instructional Services	400
C0003631	Community & Senior Citizen Education	Wentz, Thomas L	Palm Desert	Instructional Services	2,000
C0003632	Student Services-Norco	Board of Governors California Community Colleges	Sacramento	Professional Services	11,700
C0003633	Community & Economic Development	Corona - Norco Unified School District	Norco	Food	2,341
C0003634	Chancellor's Office	Hal Fischer Associates	San Francisco	Proposal Development Services	10,000
C0003635	Community & Senior Citizen Education	LTM Associates	Montclair	Instructional Services	900
C0003636	Community & Senior Citizen Education	Trust Auto Sales	Lake Elsinore	Instructional Services	700
N/A	ECS	Yosemite Community College	Modesto	Tuition Reimbursements	No Cost
N/A	Business Services	RCOE	Riverside	Grounds Support for Head Start	No Cost
N/A	Customized Solutions	California Family Life Center	Hemet	Governor's Gang Reduction Intervention	No Cost
N/A	Customized Solutions	Riverside County Superintendent of Schools	Riverside	Provide Course Development/Training Services	No Cost
N/A	Customized Solutions	Ben Hundall Memorial Trust/Kaiser Permanente	Riverside	Provide a Nursing Class	No Cost
N/A	Student Financial Services-Moreno Valley	Department of Education	Washington, DC	Student Aid Internet Gateway Enrollment	No Cost
	Approved/Ratify Contracts of \$78,900 and Un		washington, 20	Stadent The Internet Gateway Emonatem	
C0002679	Workforce Preparation	Mt San Jacinto Community	San Jacinto	ILP Services	68,625
C0002844	Trio	Greatamerica Leasing Corporation	Cedar Rapids, IA	Copier Lease	2,974
C0002929	FPDC	Roy E Whitehead, Inc	Riverside	Nursing/Sciences Building Bid	17,281
C0002933	FPDC	United Contractors	San Bernardino	Nursing/Sciences Building Bid	23,677
C0002933	FPDC	Ricoh Business Systems Inc	Ontario	Copier Maintenance	2,675
C0003100	FPDC	Pro-Craft Plumbing Company, Inc	Redlands	Wheelock Gym Seismic Retrofit Bid	23,734
C0003100 C0003171	Chancellor's Office	Currier & Hudson, a Professional Corporation	San Diego	Agreement - Legal	7,500
C0003171	Culinary Academy	Socal Office Technologies, Inc	Cypress	Maintenance Agreement	270
C0003211	Cumary Academy	Socai Office Technologies, the	Cypicss	Manichalice Agreement	210

Contracts and Agreements Report-All District Resources \$78,900 and Under 10/01/2011 thru 10/31/11

PO#	Department	Vendor	Business Location	Description	Amount
C0003306	Facilities-Moreno Valley	Shelton Construction Co, Inc	Garden Grove	Moreno Valley Lion's Lot Bid	40,217
C0003336	Facilities-Moreno Valley	DLR Group WWCOT	Riverside	Moreno Valley Phase III-Design Services	15,215
C0003388	Community & Economic Development	Talnack-Moffett, Georgina	Santa Ana	Consulting Services	11,000
C0003468	Facilities	Dalke & Sons Construction, Inc	Riverside	Bradshaw Kitchen Flooring Bid	1,741
C0003576	Community & Economic Development	Crystal Water & Party Rentals	Chino	Rentals for Veterans & Business Develp Summit	1,065
C0003588	Customized Solutions	Behavioral Momentum Associates, LLC	Corona	Training	1,200
C0003595	Community Education	Nicholson, Kellie R	Sherman Oaks	Instructional Services	600
N/A	Academic Affairs	CCAG/NPSS & Alvord Unified School District	Riverside	Amends Wording Only	No Cost
N/A	Workforce Preparation	Foundation for California Community Colleges	Sacramento	Amends Wording & Adds \$6,000 Revenue	No Cost
				Total	\$ 348,518

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Agenda Item (VI-B-6-b)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-6-b)

Subject Approval to Purchase Laerdal products for the Riverside City College (RCC) School of Nursing

Utilizing the Sole Sourcing Provision

College/District Riverside

Funding State Funding & Measure C

Recommended It is recommended that the Board of Trustees approve the purchase of human patient

Action simulators for RCC School of Nursing from Laerdal.

Background Narrative:

Background: Riverside City College School of Nursing currently uses medium- and high-fidelity human patient simulators to assist students in developing clinical competence and confidence with nursing skills and clinical decision-making. The human patient simulators offer students exposure to high-risk, low-volume scenarios. The RCC School of Nursing is expanding the simulation program with a new Virtual Hospital and Learning Lab. The Virtual Hospital will prove to be a state-of-the-art resource facility within our community. The list of features specific to Laerdal products is the reason the School of Nursing is requesting this particular brand of medium- and high-fidelity simulators. Their unique features include:

- Direct compatibility with the Laerdal AVS. AVS is the system which incorporates video, audio, patient information and student interaction with the simulator and compiles everything into a unified debrief file for the simulation instructor to view with the learners.
- Bleeding capability. As we begin to incorporate more trauma scenarios, having a simulator capable of bleeding is a very valuable asset.
- IV Push flow meters. This allows faculty to determine the exact volume of a medication that has been administered to a patient and to tailor the patient's responses based on this.
- RFID Sensors. This system allows radio frequency identifiers (RFIDs) to "code" various items in our lab. The simulator is designed to sense the presence of various RFID tags and can be programmed to respond to these events.
- More programmability. Laerdal's software allows the greatest level of detail and customizability in scenario programming and patient presentation.

To expand simulation as an essential instructional resource, the School of Nursing requests Board of Trustee approval to purchase the Laerdal products requested.

Public Contract Code (PCC) 3400(c) (3) permits the purchase of "...a particular material, product, thing, or service designated by specific brand or trade name..." if certain criteria are met, one of which is the following: "... In order to obtain a necessary item that is only available from one source."

Based on our evaluation, faculty and staff recommends the purchase of Laerdal products for the RCC School of Nursing, in accordance with PCC 3400 (c) (3), utilizing the single-source provision, to provide students with state-of-the-art educational resources preparing them for the complexity of the healthcare environment.

Prepared By: Cynthia Azari, President, Riverside City College Sandy Baker, Dean

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Agenda Item (VI-B-6-c)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-6-c)

Subject Subcontract between Riverside Community College District, Norco College and Oakton

Community College

College/District

Funding National Science Foundation Grant

Recommended

It is recommended that the Board of Trustees ratify the subcontract with Oakton Community Action

College to implement a National Science Foundation National Center for Supply Chain

Technology Education Grant.

Background Narrative:

Presented for the Board's review and consideration is a subcontract with Oakton Community College and Norco College to implement a National Science Foundation National Center for Supply Chain Technology Education Grant. On August 15, 2011, Norco College was awarded a four-year National Science Foundation Grant totaling \$3.5 million to implement a model 2+2+2 supply chain technology career pathway through high school/community college/university partnerships across the United States, to increase the number of teachers and faculty participating in supply chain technology professional development, and to be the national hub for supply chain education dissemination and best practices.

Norco College will use over \$2 million on these efforts while partner institutions will help facilitate activities nationwide with the remaining funds. Oakton Community College in Des Plaines, IL, shall receive \$160,000 over four years to oversee the grant narrative's Objective 3: To disseminate best practices in supply chain technology education resulting in 60,000 total impressions and contacts (direct and indirect). The funds will be used for salaries, benefits, materials, software, equipment, travel, and other operational expenses from August 15, 2011 through July 31, 2015.

Prepared By: Debbie DiThomas, Interim President, Norco College Kevin Fleming, Associate Dean, Career and Technical Education

Attachments:

Oakton MOU

A Subcontract Between Riverside Community College District, Norco College And

Oakton Community College

Resulting from a Cooperative Agreement to Implement a National Science Foundation National Center of Excellence for Supply Chain Technology Education

Between

The National Science Foundation

And

Riverside Community College District, Norco College (Award Number DUE-1104176)

Grant Award Notification for Award Number DUE-1104176between the National Science Foundation and Riverside Community College District, Norco College (RCCD/NC) is attached to this subcontract as well as the General Terms and Conditions and the referenced proposal and budget. These references, as well as those relating to the use of program income, and disclosing federal funding in public announcements, apply to this subcontract and are binding upon the parties to this subcontract.

I. Scope of Subcontract

Contracting Agent: Riverside Community College District (RCCD) (Lead Agency/Fiscal Agent) for Norco College (NC). Subawardee: Oakton Community College (OAKTON) Subcontract Amount: Up to \$160,000 in federal funds, unless otherwise determined by the National Science Foundation, will be utilized in accordance with the terms and conditions of this subcontract (including the attached budget), all applicable sections of the contract between RCCD/NC and the National Science Foundation, as well as the information contained within the grant application to the National Science Foundation written in response to the Department's request for ATE proposals. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the National Science Foundation (NSF). However, any impact on services as a result of reduction will be discussed, agreed upon and approved by Norco College Principal Investigator of the NSF Grant.

Effective Date of Subcontract: August 15, 2011

Expiration Date of Subcontract: June 30, 2015 unless terminated early by the National Science Foundation; in that case the termination date of this subcontract would be the same date as the termination date given by the National Science Foundation.

II. Description of Work

Through this Federal National Science Foundation funding opportunity, Riverside Community College, Norco College and Oakton Community College have entered into a collaborative

agreement to increase the supply of highly qualified supply chain technicians by 14,000 over four years to meet the growing national need across the private and public supply chains.

We have established this collaborative effort between Norco College and Oakton Community College with the overarching goals to complete the grant narrative's Objective 3: To disseminate best practices in supply chain technology education resulting in 60,000 total impressions and contacts (direct & indirect). Specifically, OAKTON will:

- 3.1 Establish a website/Portal
 - 3.1.1 Fully develop website portal (www.mindsthatmove.org/)
 - 3.1.2 Create a listsery
 - 3.1.3 Create links with other ATE websites to support dissemination projects
- 3.2 Establish a consulting Services Center
 - 3.2.1 Develop and implement new training for emerging technologies
 - 3.2.2 Provide consulting to educational institutions adopting supply chain technology
 - 3.2.3 Provide consulting to industry for training on supply chain technology
- 3.3 Provide articles related to supply chain technology educational pathways
 - 3.3.1 Create best practice documents relating to implementing supply chain technology programming
- 3.4 Provide case studies of private and public sector supply chain technology
 - 3.4.1 Create case studies related to project-based learning for technicians
 - 3.4.2 Create case studies related to management and technology for technicians
 - 3.4.3 Create case studies focused on technologies (RFID, etc.)

OAKTON will meet with Norco College as frequency requested by the Norco College Principal Investigator to discuss progress made toward grant objectives, review fiscal issues, address challenges, barriers, and/or concerns regarding the grant, and coordinate activities.

OAKTON will provide the necessary administrative services to maintain fiscal and contract compliance with regard to its specific role and responsibilities concerning this grant, while RCCD/NC will provide overall administrative oversight for all parts of this grant and serve as the primary contact to the National Science Foundation.

III. Consideration

In consideration of the performance by OAKTON in administering this National Science Foundation Grant, RCCD shall make payments to OAKTON totaling no more than \$40,000 in the first year, \$40,000 in the second year, \$40,000 in the third year, and \$40,000 in the fourth year, as approved in the attached grant budget, unless modified by unanimous approval of Norco College NSF Principal Investigator and the National Science Foundation. These funds will be released no more frequently than monthly and only after the delivery of services and periodic progress reports at intervals determined by the Norco College Principal Investigator. An invoice detailing expenses by major cost category and personnel expenses by individual line item (to

correspond with line items listed in the approved budget) shall be sent to the NSF Principal Investigator at Norco College.

Payment for the delivery of services specified shall be made upon written request of OAKTON to RCCD/NC by submission of a request for reimbursement. As agreed to in advance, request for reimbursement must report expenses by major budget categories on an actual cost reimbursement basis. RCCD/NC will make every effort to reimburse OAKTON for services rendered within thirty days. OAKTON shall have the right to re-budget expenses as long as the re-budgeting falls within the terms and conditions described in attached Memorandum of Understanding (MOU), incorporated herein by reference and attached hereto. Likewise, any carry forward of funds from grant year to grant year can only be allowed by RCCD/NC if the National Science Foundation allows such carry forward. During the third and fourth quarters of the grant year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.

The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.

OMB Circular A-110 or 45 CFR Part 602 as applicable.

The NSF Grant Policy Manual, including addenda, in effect as of the beginning date of the period of performance.

NSF Grant General Conditions (GC-1), including addenda, in effect as of the beginning date of the period of performance and found at http://www.nsf.gov/home/grants/grants_gac.htm, except for the following:

- a) The right to initiate an automatic one-time extension of the end date provided by Article 4 is replaced by the need to obtain prior written approval from RCCD/NC.
- b) The payment mechanism described in Article 12 and the final report requirements described in Article 15 are replaced with Reporting Requirements and Terms and Conditions herein this agreement; and
- c) Any prior approvals are to be sought from RCCD/NC and not the Federal Awarding Agency.

Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 6 of the GC-1.

IV. Records/Audits

In accordance with the Terms and Conditions of the grant, in order to be in compliance with federal requirements, OAKTON must maintain records regarding the use of grant funds and progress toward grant objectives. OAKTON will maintain appropriate financial records in

accordance with generally accepted accounting practices. OAKTON will make available to RCCD upon request, backup financial documentation (invoices and receipts) that clearly describe the nature of each expense, as authorized in the approved budget and as required by the terms of the National Science Foundation award agreement. OAKTON will submit progress reports as requested by the RCC Project Director that address progress made toward grant objectives and barriers or challenges to successful achievement of program objectives.

OAKTON shall preserve and, with advance notification, make available all records related to this Agreement for examination by Riverside Community College District, the federal government, and/or their duly authorized representative. OAKTON shall retain these records for three years after the completion of the grant program. If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later; the retention period starts on the day the grantee submits its last expenditure report for that period or when the grant ends, whichever is later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired. OAKTON is subject to the uniform administrative requirements of OMB Circular A-21, A-110 and A-133 and/or other federal guidelines.

V. Assurances

Acceptance of this subcontract constitutes certification that OAKTON is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this subcontract constitutes certification that OAKTON is not delinquent on any Federal debt.

Acceptance of this subcontract constitutes certification that OAKTON is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

Acceptance of this subcontract constitutes the subawardee is providing the Drug-Free Work Place Certification contained in Appendix A of the Grant Proposal Guide, NSF 02-2; the Debarment and Suspension Certification contained in Appendix B of the Grant Proposal Guide, NSF 02-2; Certification Regarding Lobbying contained in Chapter II, Section C of the Grant Proposal Guide, NSF 02-2 (applicable if subaward exceeds \$100,000). In addition, if Collaborator employs more than fifty person, the authorized Collaborator official certifies by signing this subaward that Collaborator has implemented a written and enforced conflict of interest policy that is consistent with the provisions of the Grant Policy Manual Section 510. Conflicts which cannot be satisfactorily managed, reduced or eliminated must be disclosed, via Norco College's Authorized Official, to NSF.

Acceptance of this subcontract constitutes certification that OAKTON is in compliance with the Series 3000 of the Staff Diversity/Affirmative Action Policy (Americans with Disabilities Act [1990], Ed. Code 87100, Title 5, California Code of Regulations Policy Number 3010x).

Acceptance of this subcontract constitutes certification that to the best of OAKTON's knowledge and belief: No federal appropriated funds have been paid or will be paid, by or on behalf of OAKTON to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, OAKTON shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

OAKTON agrees to abide by all regulations regarding intellectual property, compliance with ADA and the FEHA/Rehabilitation Act 1973.

Copyrights: OAKTON shall grant an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this subaward Agreement solely for the purpose of and only to the extent required to meet RCCD/NC's obligations to the Federal Government under its Prime Award.

Data Rights: OAKTON grants to RCCD/NC the right to use data created in the performance of this subaward Agreement solely for the purpose of and only to the extent required to meet RCCD/NC's obligations to the Federal Government under its Prime Award.

OAKTON agrees to notify RCCD immediately if there is any change of status in any of the above.

VI. Designation of Personnel

RCCD/NC and National Science Foundation have designated Kevin Fleming as the Principal Investigator of the NSF National Center grant program. Mr. Fleming is responsible for technical and administrative management of the national center project. All inquiries and reports regarding this subcontract should be directed to Mr. Fleming. OAKTON has designated Dr. Robert Sompolski the Co-PI of the program. These designated individuals are responsible for coordinating programmatic, financial and administrative matters as they relate to this subcontract.

VII. Suspension and Termination of Funds

Pursuant to a mutual understanding that the terms of this subcontract do not encumber the Implementation of Award Number DUE-1104176, as granted by the National Science Foundation for the explicit purposes of this NSF Grants Program, either party may suspend or terminate this subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this subcontract violates or departs from the terms and conditions of this subcontract; or if the program would not be achieved by continuance of the existing subcontract; or if OAKTON fails to submit the reports required under this subcontract according to the established schedule. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by OAKTON prior to the date of termination that cannot be cancelled. OAKTON also agrees to adhere to conflict of interest regulations as approved by its governing body.

VIII. Indemnification

Each party agrees to be responsible and assume liability for its own willful or negligent acts or omissions, or those of its officers, agents, or employees, resulting from the performance of this subcontract, and agrees to hold the other party, its officers, employees, subcontractors, agents, State agencies, Trustees, , or representatives harmless from any such liability. All partners of the NSF National Center are institutions of higher education and assume liability only to the extent allowed by law.

IX. Anti-Kickback

The Anti-Kickback Act of 1986 was passed to deter entities from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, OAKTON agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

X. Acknowledgement of Support

OAKTON is responsible for assuring that an acknowledgment of the National Science Foundation support is made during news media interviews, including popular media such as radio, television and news magazines, that discuss in a substantial way work funded by this award.

XI. Law

This contract shall be governed by and construed in accordance with the laws of the State of California.

XII. Notices

All notices, claims, correspondence, reports, invoices and/or statements authorized or required by this subcontract shall be addressed as follows:

RCCD/NC: Mr. Kevin Fleming

Associate Dean, Career & Technical Education

Norco College 2001 Third Street Norco, CA 92860

OAKTON: Dr. Robert Sompolski

Dean of Mathematics and Technology

Oakton Community College

1600 East Golf Road Des Plaines, IL 60016

All notices, claims, correspondence, reports, invoices and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District, for	Oakton Community College
Norco College	
Dr. James L. Buysse	Margaret B. Lee, Ph.D.
Vice Chancellor, Administration and Finance	President President
Date	Date

MEMORANDUM OF UNDERSTANDING Between NORCO COLLEGE (Fiscal Agent)

AND OAKTON COMMUNITY COLLEGE (Subawardee)

AWARD NUMBER: DUE-1104176

This Memorandum of Understanding is made a part of the subcontract entered into between Riverside Community College District, Norco College (NC) and Oakton Community College, Washington (OAKTON), on October 18 2011.

It is hereby understood between the parties:

A. SCOPE OF WORK

- 1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, Activities and Deliverables section.
- 2. OAKTON shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification.
- 3. OAKTON shall notify NC of changes in key personnel.
- 4. NC shall notify OAKTON of any intent to significantly deviate from the described statement of work.
- 5. NC shall notify OAKTON of any changes in key personnel.
- 6. NC shall notify OAKTON of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Principal Investigator of the grant, along with the approval of NC grant management process.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse OAKTON for actual direct costs incurred in the performance of the memorandum of understanding to a maximum amount of the following as listed:

 Year 1 \$40,000.00

 Year 2 \$40,000.00

 Year 3 \$40,000.00

 Year 4 \$40,000.00

 Total
 \$160,000.00

2. Carry Forward

- a.) Carry forward of funds from one fiscal year to the next can only be allowed if approved by NC's Principal Investigator and if unspent funds are made available to NC by the NSF. OAKTON shall submit a written request to NC no later than May 1 of each year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the grant (June 30, 2015).

3. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this MOU pursuant to the National Science Foundation's re-budgeting authority. Rebudgeting by OAKTON must be approved by NC's Principal Investigator.
- b.) OAKTON's established cost policies, which are in compliance with those required by the National Science Foundation policy.

4. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of OAKTON, shall be submitted to NC. A copy of OAKTON's detailed general ledger trial balance shall be attached to the invoice.

c) The materials shall be mailed to:

Mr. Kevin Fleming
Associate Dean, Career & Technical Education
Norco College
2001 Third Street
Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the MOU shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect on the date of the MOU.
- e.) Payment of costs questioned by NC may be withheld until OAKTON provides adequate documentation to substantiate the costs as proper under the terms of the grant and this MOU.
- f.) Payment to OAKTON from NC will be sent within 30 days of the receipt of all required reports from OAKTON and approval for payment by the Principal Investigator.
- g.) The final Accounting of Funds for each fiscal year must be submitted no later than July 15 of each year and must be marked "Final" by OAKTON for inclusion in NC's annual performance report to the National Science Foundation.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct time of cost under this MOU, shall immediately vest to OAKTON.
- 2. In order to be in compliance with federal requirements, OAKTON shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Principal Investigator, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the National Science Foundation.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal regulations.

F. COMMUNICATION WITH FUNDING AGENCY

OAKTON shall communicate with the grant-funding agency (National Science Foundation) through NC. OAKTON has no authority under this MOU to communicate directly with the funding agency regarding the work funded by this agreement.

G. PROGRESS REPORTS

OAKTON must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter. For this agreement, quarter periods are defined as follows:

1st Quarter- August, September, October 2nd Quarter- November, December, January

3rd Quarter- February, March, April

4th Quarter- May, June, July

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Principal Investigator NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

OAKTON may not subcontract any portion of the work to be performed under this MOU agreement without prior written approval of NC.

I. ASSIGNMENT

OAKTON shall not assign or transfer any interest in the MOU or assign any claims for money due or to become due under this MOU without the prior written approval of NC.

J. INDEPENDENT CONTRACTOR

OAKTON, its agents and employees are independent contractors performing services for NC under this grant and are not employees of NC. OAKTON, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of NC as a result of this MOU.

K. MODIFICATION

This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this MOU agreement shall be in writing and agreed to by both parties.

Signature Authorization

Riverside Community College District, for Norco College	Oakton Community College		
Dr. James L. Buysse Vice Chancellor, Administration and Finance	Margaret B. Lee, Ph.D. President		
Date	 Date		

cp Page 1 of 1



Agenda Item (VI-B-6-d)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-6-d)

Subject Subcontract between Riverside Community College District, Norco College and Tacoma

Community College

College/District Norco

Funding National Science Foundation Grant

Recommended Action

It is recommended that the Board of Trustees ratify the subcontract with Tacoma Community

College to implement a National Science Foundation National Center for Supply Chain

Technology Education Grant.

Background Narrative:

Presented for the Board's review and consideration is a subcontract with Oakton Community College and Norco College to implement a National Science Foundation National Center for Supply Chain Technology Education Grant. On August 15, 2011, Norco College was awarded a four-year National Science Foundation Grant totaling \$3.5 million to implement a model 2+2+2 supply chain technology career pathway through high school/community college/university partnerships across the United States, to increase the number of teachers and faculty participating in supply chain technology professional development, and to be the national hub for supply chain education dissemination and best practices.

Norco College will use over \$2 million on these efforts while partner institutions will help facilitate activities nationwide with the remaining funds. Tacoma Community College in Tacoma, WA, shall receive \$160,000 over four years to oversee the grant narrative's Objective 2: To increase the number of high school, community college, and university faculty participating in supply chain technology professional development. This will be achieved by establishing all faculty professional development activities including conferences, webinars, and workshops resulting in 70 faculty and 170 pre-college teacher receiving training. The funds will be used for salaries, benefits, materials, software, equipment, travel, and other operational expenses from August 15, 2011 through July 31, 2015.

Prepared By: Debbie DiThomas, Interim President, Norco College Kevin Fleming, Associate Dean, Career and Technical Education

Attachments:

Tacoma MOU

A Subcontract Between Riverside Community College District, Norco College And

Tacoma Community College

Resulting from a Cooperative Agreement to Implement a National Science Foundation National Center of Excellence for Supply Chain Technology Education

Between

The National Science Foundation

And

Riverside Community College District, Norco College (Award Number DUE-1104176)

Grant Award Notification for Award Number DUE-1104176between the National Science Foundation and Riverside Community College District, Norco College (RCCD/NC) is attached to this subcontract as well as the General Terms and Conditions and the referenced proposal and budget. These references, as well as those relating to the use of program income, and disclosing federal funding in public announcements, apply to this subcontract and are binding upon the parties to this subcontract.

I. Scope of Subcontract

Contracting Agent: Riverside Community College District (RCCD) (Lead Agency/Fiscal Agent) for Norco College (NC). Subawardee: Tacoma Community College (TACOMA) Subcontract Amount: Up to \$160,000 in federal funds, unless otherwise determined by the National Science Foundation, will be utilized in accordance with the terms and conditions of this subcontract (including the attached budget), all applicable sections of the contract between RCCD/NC and the National Science Foundation, as well as the information contained within the grant application to the National Science Foundation written in response to the Department's request for ATE proposals. This sum is subject to reduction by RCCD/NC should RCCD/NC experience a reduction in funding from the National Science Foundation (NSF). However, any impact on services as a result of reduction will be discussed, agreed upon and approved by Norco College Principal Investigator of the NSF Grant.

Effective Date of Subcontract: August 15, 2011

Expiration Date of Subcontract: June 30, 2015 unless terminated early by the National Science Foundation; in that case the termination date of this subcontract would be the same date as the termination date given by the National Science Foundation.

II. Description of Work

Through this Federal National Science Foundation funding opportunity, Riverside Community College, Norco College and Tacoma Community College have entered into a collaborative agreement to increase the supply of highly qualified supply chain technicians by 14,000 over four years to meet the growing national need across the private and public supply chains.

We have established this collaborative effort between Norco College and Tacoma Community College with the overarching goals to complete the grant narrative's Objective 2: To increase the number of high school, community college, and university faculty participating in supply chain technology professional development. This will be achieved by establishing all faculty professional development activities including conferences, webinars, and workshops resulting in 70 faculty ad 170 pre-college teacher receiving training. Specifically, TACOMA will:

- 2.1 Provide approximately ten workshops/webinars over the four years of the project for secondary and postsecondary educators
 - 2.1.1 Develop workshops for high school and community college faculty and distribute inexpensive, ready-to-use modules for supply chain technology educational pathways and careers
 - 2.1.2 Present workshops/webinars on best practices to recruit and increase services to under-served populations and women in STEM
 - 2.1.3 Present workshops/webinars on using problem-based learning in supply chain technology courses for technicians
 - 2.1.4 Present workshops/webinars to secondary and postsecondary educators on a variety of supply chain technology topics in emerging technical areas
- 2.2 Create systems for faculty social networking
 - 2.2.1 Provide support through e-letters, user groups, social networking sites, etc.
 - 2.2.2 Provide technology and curricula updates for educators via the www.mindsthatmove.org/
 - 2.2.3 Implement best practice models for attracting minority, under-served and female populations.
- 2.3 Disseminate best practices regarding recruitment and retention, including specialized methods to attract and retain underrepresented minorities (including, but not limited to, Hispanics, African Americans, women, and veterans).
 - 2.3.1 Collect and disseminate retention methodology best practices for all populations

TACOMA will meet with Norco College as frequency requested by the Norco College Principal Investigator to discuss progress made toward grant objectives, review fiscal issues, address challenges, barriers, and/or concerns regarding the grant, and coordinate activities.

TACOMA will provide the necessary administrative services to maintain fiscal and contract compliance with regard to its specific role and responsibilities concerning this grant, while RCCD/NC will provide overall administrative oversight for all parts of this grant and serve as the primary contact to the National Science Foundation.

III. Consideration

In consideration of the performance by TACOMA in administering this National Science Foundation Grant, RCCD shall make payments to TACOMA totaling no more than \$40,000 in the first year, \$40,000 in the second year, \$40,000 in the third year, and \$40,000 in the fourth year, as approved in the attached grant budget, unless modified by unanimous approval of Norco College NSF Principal Investigator and the National Science Foundation. These funds will be released no more frequently than monthly and only after the delivery of services and periodic

progress reports at intervals determined by the Norco College Principal Investigator. An invoice detailing expenses by major cost category and personnel expenses by individual line item (to correspond with line items listed in the approved budget) shall be sent to the NSF Principal Investigator at Norco College.

Payment for the delivery of services specified shall be made upon written request of TACOMA to RCCD/NC by submission of a request for reimbursement. As agreed to in advance, request for reimbursement must report expenses by major budget categories on an actual cost reimbursement basis. RCCD/NC will make every effort to reimburse TACOMA for services rendered within thirty days. TACOMA shall have the right to re-budget expenses as long as the re-budgeting falls within the terms and conditions described in attached Memorandum of Understanding (MOU), incorporated herein by reference and attached hereto. Likewise, any carry forward of funds from grant year to grant year can only be allowed by RCCD/NC if the National Science Foundation allows such carry forward. During the third and fourth quarters of the grant year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.

The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.

OMB Circular A-110 or 45 CFR Part 602 as applicable.

The NSF Grant Policy Manual, including addenda, in effect as of the beginning date of the period of performance.

NSF Grant General Conditions (GC-1), including addenda, in effect as of the beginning date of the period of performance and found at http://www.nsf.gov/home/grants/grants_gac.htm, except for the following:

- a) The right to initiate an automatic one-time extension of the end date provided by Article 4 is replaced by the need to obtain prior written approval from RCCD/NC.
- b) The payment mechanism described in Article 12 and the final report requirements described in Article 15 are replaced with Reporting Requirements and Terms and Conditions herein this agreement; and
- c) Any prior approvals are to be sought from RCCD/NC and not the Federal Awarding Agency.

Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 6 of the GC-1.

IV. Records/Audits

In accordance with the Terms and Conditions of the grant, in order to be in compliance with federal requirements, TACOMA must maintain records regarding the use of grant funds and

progress toward grant objectives. TACOMA will maintain appropriate financial records in accordance with generally accepted accounting practices. TACOMA will make available to RCCD upon request, backup financial documentation (invoices and receipts) that clearly describe the nature of each expense, as authorized in the approved budget and as required by the terms of the National Science Foundation award agreement. TACOMA will submit progress reports as requested by the RCC Project Director that address progress made toward grant objectives and barriers or challenges to successful achievement of program objectives.

TACOMA shall preserve and, with advance notification, make available all records related to this Agreement for examination by Riverside Community College District, the federal government, and/or their duly authorized representative. TACOMA shall retain these records for three years after the completion of the grant program. If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later; the retention period starts on the day the grantee submits its last expenditure report for that period or when the grant ends, whichever is later. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired. TACOMA is subject to the uniform administrative requirements of OMB Circular A-21, A-110 and A-133 and/or other federal guidelines.

V. Assurances

Acceptance of this subcontract constitutes certification that TACOMA is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this subcontract constitutes certification that TACOMA is not delinquent on any Federal debt.

Acceptance of this subcontract constitutes certification that TACOMA is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

Acceptance of this subcontract constitutes the subawardee is providing the Drug-Free Work Place Certification contained in Appendix A of the Grant Proposal Guide, NSF 02-2; the Debarment and Suspension Certification contained in Appendix B of the Grant Proposal Guide, NSF 02-2; Certification Regarding Lobbying contained in Chapter II, Section C of the Grant Proposal Guide, NSF 02-2 (applicable if subaward exceeds \$100,000). In addition, if Collaborator employs more than fifty person, the authorized Collaborator official certifies by signing this subaward that Collaborator has implemented a written and enforced conflict of interest policy that is consistent with the provisions of the Grant Policy Manual Section 510. Conflicts which cannot be satisfactorily managed, reduced or eliminated must be disclosed, via Norco College's Authorized Official, to NSF.

Acceptance of this subcontract constitutes certification that TACOMA is in compliance with the Series 3000 of the Staff Diversity/Affirmative Action Policy (Americans with Disabilities Act [1990], Ed. Code 87100, Title 5, California Code of Regulations Policy Number 3010x).

Acceptance of this subcontract constitutes certification that to the best of TACOMA's knowledge and belief: No federal appropriated funds have been paid or will be paid, by or on behalf of TACOMA to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, TACOMA shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

TACOMA agrees to abide by all regulations regarding intellectual property, compliance with ADA and the FEHA/Rehabilitation Act 1973.

Copyrights: TACOMA shall grant an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this subaward Agreement solely for the purpose of and only to the extent required to meet RCCD/NC's obligations to the Federal Government under its Prime Award.

Data Rights: TACOMA grants to RCCD/NC the right to use data created in the performance of this subaward Agreement solely for the purpose of and only to the extent required to meet RCCD/NC's obligations to the Federal Government under its Prime Award.

TACOMA agrees to notify RCCD immediately if there is any change of status in any of the above.

VI. Designation of Personnel

RCCD/NC and National Science Foundation have designated Kevin Fleming as the Principal Investigator of the NSF National Center grant program. Mr. Fleming is responsible for technical and administrative management of the national center project. All inquiries and reports regarding this subcontract should be directed to Mr. Fleming. TACOMA has designated Erika Bowles the Co-PI of the program. These designated individuals are responsible for coordinating programmatic, financial and administrative matters as they relate to this subcontract.

VII. Suspension and Termination of Funds

Pursuant to a mutual understanding that the terms of this subcontract do not encumber the Implementation of Award Number DUE-1104176, as granted by the National Science Foundation for the explicit purposes of this NSF Grants Program, either party may suspend or terminate this subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this subcontract violates or departs from the terms and conditions of this subcontract; or if the program would not be achieved by continuance of the existing subcontract; or if TACOMA fails to submit the reports required under this subcontract according to the established schedule. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by TACOMA prior to the date of termination that cannot be cancelled. TACOMA also agrees to adhere to conflict of interest regulations as approved by its governing body.

VIII. Indemnification

Each party agrees to be responsible and assume liability for its own willful or negligent acts or omissions, or those of its officers, agents, or employees, resulting from the performance of this subcontract, and agrees to hold the other party, its officers, employees, subcontractors, agents, State agencies, Trustees, , or representatives harmless from any such liability. All partners of the NSF National Center are institutions of higher education and assume liability only to the extent allowed by law.

IX. Anti-Kickback

The Anti-Kickback Act of 1986 was passed to deter entities from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, TACOMA agrees to comply with the following regulations: FAR 3.502 and FAR 52.203.7.

X. Acknowledgement of Support

TACOMA is responsible for assuring that an acknowledgment of the National Science Foundation support is made during news media interviews, including popular media such as radio, television and news magazines, that discuss in a substantial way work funded by this award.

XI. Law

This contract shall be governed by and construed in accordance with the laws of the State of California.

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Associate Dean, Career & Technical Education

Norco College 2001 Third Street Norco, CA 92860

TACOMA: Silvia Barajas

Vice President for Administrative Services

Tacoma Community College

6501 South 19th Street Tacoma, WA 98466

All notices, claims, correspondence, reports, invoices and/or statements shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail.

Signature Authorization

Riverside Community College District, for Norco College	Tacoma Community College
Dr. James L. Buysse Vice Chancellor, Administration and Finance	Silvia Barajas Vice President for Administrative Services
Date	Date

MEMORANDUM OF UNDERSTANDING Between NORCO COLLEGE (Fiscal Agent)

AND TACOMA COMMUNITY COLLEGE (Subawardee)

AWARD NUMBER: DUE-1104176

This Memorandum of Understanding is made a part of the subcontract entered into between Riverside Community College District, Norco College (NC) and Tacoma Community College, Washington (TACOMA), on October 18 2011.

It is hereby understood between the parties:

A. SCOPE OF WORK

- 1. The general objectives of the work to be performed shall be as described in the grant under the Goals, Objectives, Activities and Deliverables section.
- 2. TACOMA shall notify NC of any intent to significantly deviate from the described statement of work and provide written justification.
- 3. TACOMA shall notify NC of changes in key personnel.
- 4. NC shall notify TACOMA of any intent to significantly deviate from the described statement of work.
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- 6. NC shall notify TACOMA of any changes in this Memorandum of Understanding.

B. AUTHORITY

Where this agreement refers to NC prior approval, it means the written approval of the Principal Investigator of the grant, along with the approval of NC grant management process.

C. ALLOWABLE COSTS AND PAYMENTS

1. Cost Ceiling

NC shall reimburse TACOMA for actual direct costs incurred in the performance of the memorandum of understanding to a maximum amount of the following as listed:

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 Year 4 \$40,000.00

 Total
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2. Carry Forward

- a.) Carry forward of funds from one fiscal year to the next can only be allowed if approved by NC's Principal Investigator and if unspent funds are made available to NC by the NSF. TACOMA shall submit a written request to NC no later than May 1 of each year to carry forward unspent funds. The request shall include a proposed budget equal to the carry forward amount being requested and written justification for wanting to carry forward funds.
- b.) Carry forward of funds shall only be allowed in the first three years of the grant. Grant funds may not carry forward beyond the end date of the grant (June 30, 2015).

3. Basis of Payment

- a.) Subject to the cost ceiling of each year noted above, allowable costs shall be determined by cost categories established by approved budget in the grant, which may be administratively revised by the parties during the performance of this MOU pursuant to the National Science Foundation's re-budgeting authority. Rebudgeting by TACOMA must be approved by NC's Principal Investigator.
- b.) TACOMA's established cost policies, which are in compliance with those required by the National Science Foundation policy.

4. Payment Procedures

- a) A detailed statement of actual expenditures by major category and an invoice shall be submitted to NC on a monthly or quarterly basis for review and approval.
- b) Two copies of the statement and invoice, signed by the appropriate financial officer of TACOMA, shall be submitted to NC. A copy of TACOMA's detailed general ledger trial balance shall be attached to the invoice.

c) The materials shall be mailed to:

Mr. Kevin Fleming Associate Dean, Career & Technical Education Norco College 2001 Third Street Norco, CA 92860

- c.) The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
- d.) Costs incurred under the MOU shall be in accordance with the cost principles and procedures contained in OMB Circulars A-21, A-110, and A-133 as in effect on the date of the MOU.
- e.) Payment of costs questioned by NC may be withheld until TACOMA provides adequate documentation to substantiate the costs as proper under the terms of the grant and this MOU.
- f.) Payment to TACOMA from NC will be sent within 30 days of the receipt of all required reports from TACOMA and approval for payment by the Principal Investigator.
- g.) The final Accounting of Funds for each fiscal year must be submitted no later than July 15 of each year and must be marked "Final" by TACOMA for inclusion in NC's annual performance report to the National Science Foundation.

E. EQUIPMENT

- 1. Title to equipment, reimbursed as a direct time of cost under this MOU, shall immediately vest to TACOMA.
- 2. In order to be in compliance with federal requirements, TACOMA shall maintain an "Equipment Inventory List." Upon request, the list must be readily available for review by NC Principal Investigator, Riverside Community College District internal auditors, and as requested to comply with federal audits conducted by the National Science Foundation.
- 3. Disposition of equipment that exceeds its normal life expectancy shall be executed in accordance to federal regulations.

F. COMMUNICATION WITH FUNDING AGENCY

TACOMA shall communicate with the grant-funding agency (National Science Foundation) through NC. TACOMA has no authority under this MOU to communicate directly with the funding agency regarding the work funded by this agreement.

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TACOMA must provide quarterly program reports concerning the progress of the work, or as may be requested by NC. Quarterly progress reports shall be due to the Project Director 30 days after the end of the quarter. For this agreement, quarter periods are defined as follows:

1st Quarter- August, September, October 2nd Quarter- November, December, January

3rd Quarter- February, March, April

4th Quarter- May, June, July

A final statement of cumulative costs incurred, marked "FINAL," must be submitted to Riverside Community College's Principal Investigator NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

H. SUBCONTRACTING

TACOMA may not subcontract any portion of the work to be performed under this MOU agreement without prior written approval of NC.

I. ASSIGNMENT

TACOMA shall not assign or transfer any interest in the MOU or assign any claims for money due or to become due under this MOU without the prior written approval of NC.

J. INDEPENDENT CONTRACTOR

TACOMA, its agents and employees are independent contractors performing services for NC under this grant and are not employees of NC. TACOMA, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of NC as a result of this MOU.

K. MODIFICATION

This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Modification of this MOU agreement shall be in writing and agreed to by both parties.

Signature Authorization

Tacoma Community College
Silvia Barajas
Vice President for Administrative Services
 Date

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Agenda Item (VI-B-7)

Meeting 11/15/2011 - 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.

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:

November Out of State Travel

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Subjec	ct: Out-of-State Travel	Date:	November 15, 2011
It is re	ecommended that out-of-state travel be granted to:		
Retroa	active:		
None			
Revisi	ion:		
1)	At the meeting of October 18, 2011, the Board of Travel for Mr. Michael Estrada, assistant professor, Moreno Valley College, to travel to New Orleans, attend the Physician Assistant Education Associati \$2,440.00. Funding source: Perkins Title IV/I-C C and estimated cost changed as follows: The dates and the cost increased to \$2,619.00.)	, physici Louisiar Ion Annu Grant fun	an assistant program, na, November 2-7, 2011, to nal Forum. Estimated cost: nds. (The dates of travel
Curren	<u>nt</u> :		
Moren	no Valley College		
None			
Norco	College		
None			
Rivers	side City College		
1)	Ms. Debbie Whitaker-Meneses, associate dean, ear travel to Fayetteville, North Carolina, March 25-28 Association for the Education of Young Children as service. There are no costs to the District.	8, 2012,	to attend the National
Rivers	side Community College District		
None			
Prepar	Grego Chano red by: Michelle Haeckel	ory W. C	iray

Administrative Assistant

cp Page 1 of 1



Agenda Item (VI-B-8-a)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-8-a)

Subject Notice of Completion

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees 1) accept the project listed as complete, 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works) and 3) puthorize the Board President and the Vice Chanceller. Administration and

Works), and 3) authorize the Board President and the Vice Chancellor, Administration and

Finance to sign the Notice.

Background Narrative:

Facilities Planning, Design and Construction staff reports that the MVC Lion's Parking Lot project performed by Shelton Construction, Inc., previously approved by the Board of Trustees, is now complete.

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

Attachments:

Notice of Completion - November 15, 2011

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

Name James L. Buysse

Administration and Finance

Street Address

et 4800 Magnolia Avenue

City & State

Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
М	A		465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:	, noon	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is he	ereby given that:				
	ndersigned is owner or corporate of				property hereinafter described:
	Il name of the owner is Riversion				
3. The fu	II address of the owner is 4800	Magnolia Avenue, R	iverside	. CA 92506	
4. The na	ature of the interest or estate of the Simple				
- The fi		fee, strike "in Fee" and insert, for examp			o or on toponto in common arou
5. The fu	Il names and full addresses of all po	ersons, ir any, who hold til	ue with the	- ,	s or as tenants in common are:
None	NAMES			ADDRESSES	
	of improvement on the property h		complete	d on _11/15/2011	The work done was:
7. The na	ame of the contractor, if any, for su	uch work of improvement	was <u>S</u> h	elton Construction, Inc	<u>. </u>
 8. The pr	(If no contractor for work of improvemen operty on which said work of improvements)	The state of the s	is in the ci	ty of Moreno Vallley	,
County of J	Riverside , State of	California, and is describ	ed as folio	ws: Community Colleg	e
 9. The st	reet address of said property is $oldsymbol{1}$	6130 Lasselle Stree	t. CA 9	2551	
		(If no s	treet address h	s been officially assigned, insert "none") Riverside Communi	ity College District
Dated: <u>11</u>	/15/2011			President, Boar	•
				Signature of owner of cornamed in paragrap	porate officer of owner th 2 or his agent
		VERIFICA	ATION		
, the under	signed, say: I am the Vice Cha	Incellor of Admin & F	inance,	Dr. James Buysse	the declarant of the foregoing
notice of co	mpletion; I have read said notice of	,			of my own knowledge.
declare un	der penalty of perjury that the fore	egoing is true and correct.			
Executed or	(Date of signature)	, 20	, at	Riverside	, California.

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Agenda Item (VI-B-8-b)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Action (VI-B-8-b)

Subject Surplus Property

College/District District

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; (2) find that the property does not exceed the total value of \$5,000; and (3) authorize the property to be consigned to The Liquidation Company to be sold

on behalf of the District.

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, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance Bill Bogle, Controller

Attachments:

Surplus Property - November 15, 2011

Surplus Property November 15, 2011

QUANTITY	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	DELL	CPU	745	j2mkpc1	033842
1	НР	PRINTER	1100XI	USGN306956	015604
1	NEC	MONITOR	1850	201003095	011042
1	НР	PRINTER	2015DN	cnbjp40373	037228
1	LEXMARK	PRINTER	21G8686	13480668236	031777
1	LEXMARK	PRINTER	21G8686	13480668191	031820
1	HP	PRINTER	3050	cnbj143000	034140
1	DELL	CPU	4100	8RPKB01	016608
1	GATEWAY	CPU	5MX-C	0034541605	026366
1	GATEWAY	CPU	5MX-C	0034541606	026369
1	GATEWAY	CPU	5MX-C	0034541610	026370
1	НР	SCANNER	6300	TW12PA1314	018565
1	НР	SCANNER	7400C	TW12S40996	016780
 1	НР	PRINTER	8150N	USBD003598	017813
<u>.</u> 1	НР	PRINTER	8150N	USBC006816	017814
1	XEROX	PRINTER	8550	jmn094lkm23	037250
1	EPSON	PRINTER	880	cmr1376041	038224
1	GATEWAY	MONITOR	APPLE STUDIO DISPLAY	N52101SGKPW	018768
1	BROTHER	PRINTER	DCP8060	u61506g7j502671	036794
1	DELL	CPU	DHM	26s8761	038138
1	DELL	CPU	DHM		038143
				g7s8761	
1	GATEWAY	CPU	E3600	00259941502	018681
1	GATEWAY	CPU	E4100	0033237215	023749
1	GATEWAY	CPU	E4500D	0036594419	034770
1	GATEWAY	CPU	E4500S	0036286683	031420
1	GATEWAY	CPU	E4500S	0036296119	031459
1	GATEWAY	СРИ	E4500S	0036381579	031600
1	GATEWAY	CPU	E4500S	0036297366	031472
1	GATEWAY	CPU	E4500S	0036296123	031460
1	GATEWAY	CPU	E4610D	0039186665	036116
1	GATEWAY	CPU	E4610D	0038954847	033259
1	GATEWAY	CPU	E4610D	0038954843	033257
1	GATEWAY	CPU	E4610D	0038954827	033260
1	GATEWAY	CPU	E4610D	0038954852	033231
1	GATEWAY	CPU	E4610D	0038954859	033261
1	GATEWAY	CPU	E4610D	0038954831	033247
1	GATEWAY	CPU	E4610D	0038954845	033235
1	GATEWAY	CPU	E4610D	0038954857	033242
1	GATEWAY	CPU	E4610D	0038954849	033249
1	GATEWAY	CPU	E4610D	0038954838	033250
1	GATEWAY	CPU	e4610d	0038954848	033239
1	GATEWAY	CPU	e4610d	0038954855	033255
1	GATEWAY	CPU	e4610d	0038954837	033234
1	GATEWAY	CPU	E4620S	0004484426	036787
1	GATEWAY	CPU	E6000	0030062498	021071
1	GATEWAY	CPU	E6100	0032633906	022665
 1	GATEWAY	CPU	E6100	0034740229	024926
1	GATEWAY	CPU	E6100	0034740222	024928
	SKILVVAI	J G J	20100	0037/70222	027320

Surplus Property November 15, 2011

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E6100	0034740224	024599
1	GATEWAY	CPU	E6100	0034740230	024932
1	GATEWAY	CPU	E6100	0034740231	024595
1	GATEWAY	CPU	E6100	003225398	022689
1	GATEWAY	CPU	E6100	0034740225	024933
1	GATEWAY	CPU	E6500	0036596252	031845
1	GATEWAY	CPU	E6500	0036596248	034677
1	GATEWAY	CPU	E6500	0036596239	034692
1	GATEWAY	CPU	E6500	0036892512	032604
1	GATEWAY	CPU	E6500	0036892515	032605
1	GATEWAY	CPU	E6610D	0039069775	032555
1	GATEWAY	CPU	E6610D	0038908307	033907
1	GATEWAY	CPU	E6610D	0040587260	036772
1	GATEWAY	MONITOR	FPD1520	MUL5016A0003406	018761
1	GATEWAY	MONITOR	FPD1530	MUL5022CO126249	023773
1	GATEWAY	MONITOR	FPD1730	MUL7007A0091318	021339
1	GATEWAY	MONITOR	FPD1765	mw663b0c09223	034709
1	GATEWAY	MONITOR	FPD1830	MUL800713U007576	020033
1	GATEWAY	MONITOR	FPD1985	mwe84b0n00511	037739
1	MACINTOSH	CPU	G4	XB0102ECJ2S	012790
1	GRIZZLY	GRINDER SURFICE	G5963	10871	018911
1	GEM	MONITOR	GM1556	E611720516	018397
1	DELL	MONITOR	LCD1830	2101386CA	011036
1	DELL	MONITOR	LCD1830	2101521CA	011037
1	NEC	MONITOR	LCD1850E	206024286	020122
1	HP	PRINTER	LJ1012	CNFB807791	024677
1	HP	PRINTER	LJ4	cns49110ml1	007522
1	НР	PRINTER	LJ4000N	usmb204016	012594
1	HP	PRINTER	LJ8000N	cn456flk5910	011485
1	GATEWAY	LAPTOP	M675PRR	0034754186	024913
1	DELL	MONITOR	M991	MX049VYR478010BGH04K	016201
1	DELL	MONITOR	M991	MX049VYR478010BGG173	016421
1	GATEWAY	CPU	P4	00324564112	018421
1	N/A	FURNITURE	N/A	N/A	N/A
1	OCEAN	CPU	PII	jl31900q25	012762
1	GATEWAY	CPU	PROFILE	0033184748	022685
1	GATEWAY	CPU	PROFILE 5.5	0036296127	031452
1	GATEWAY	CPU	profile 5.5sb	0035518009	025454
1	GATEWAY	CPU	PROFILE 5MX-C	0034541612	026373
1	GATEWAY	CPU	PROFILE 5MX-C	0034541614	026365
1	GATEWAY	CPU	PROFILE 5MX-C	0034130824	024461
1	GATEWAY	CPU	PROFILE 5MX-C	0034541604	026371
1	GATEWAY	CPU	PROFILE 5MX-C	0034749538	024644
1	GATEWAY	CPU	PROFILE5MXLC	0034749547	024905
1	OPTIQUEST	MONITOR	Q171B	qa7071605949	034350
1	GATEWAY	LAPTOP	SOLO 9500	0024676371	018224
1	MOTION COM	LAPTOP	T003	00077885 M1400	024709

Surplus Property November 15, 2011

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	TFT1780PST	mw662b0c08957	032610
1	SHARP	PROJECTOR LCD	XG-NV2U	004568lkjg	012475
1	DELL	CPU	XPS B800	6LL0701	016016

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Agenda Item (VII-A)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Information (VII-A)

Subject CCFS-311Q - Quarterly Financial Status Report for the Quarter Ended September 30, 2011

College/District District

Information Only

Background Narrative:

See the attached CCFS-311Q - Quarterly Financial Status Report for the Quarter ended September 30, 2011.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance Bill Bogle, Controller

Attachments:

First Quarter 311-Q - November 15, 2011

CCFS-311Q - Quarterly Financial Status Report Background Narrative November 15, 2011

Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q - Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor's Office. The CCFS-311Q compares actual information for the prior three fiscal years to projected information for the current fiscal year. To maintain comparability from year-to-year, the adopted budget has been reported on the FY 2010-2011 CCFS-311Q for the quarter ended September 30, 2011. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 - Unrestricted

Resource 1000 - General Unrestricted

Resource 1080 - Community Education

Resource 1090 - Performance Riverside

Resource 1110 - Bookstore (Contractor Operated)

Resource 1170 - Customized Solutions

Fund 12 - Restricted

Resource 1050 - Parking

Resource 1070 - Student Health

Resource 1180 - Redevelopment Pass-Through

Resource 1190 - Grants and Categorical Programs

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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

District: (960) RIVERSIDE

CHANGE THE PERIOD

Fiscal Year: 2011-2012

Quarter Ended: (Q1) Sep 30, 2011

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name:

James L. Buysse

Gregory W. Gray

10/27/2011

CBO Phone:

951-222-8047

CBO Signature:

Date Signed:

Chief Executive Officer Name:

CEO Signature:

Date Signed:

Electronic Cert Date:

District Contact Person

Name:

Bill J. Bogle, Jr.

Title:

Controller

Telephone:

951-222-8041

Fax:

951-222-8021

E-Mail:

Bill.Bogle@rccd.edu

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

Send questions to:

Christine Atalig (916)327-5772 catalig@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu

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CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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

CHANGE THE PERIOD

Fiscal Year: 2011-2012

District: (960) RIVERSIDE

Quarter Ended: (Q1) Sep 30, 2011

Line	Description		June 30 for the fi		
Line	Description	Actual 2008-09	Actual 2009-10	Actual 2010-11	Projected 2011-2012
Unrestri	cted General Fund Revenue, Expenditure and Fund Balance:				
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	142,429,004	141,019,430	143,808,312	135,959,78
A.2	Other Financing Sources (Object 8900)	-814,021	-2,610,591	1,410,028	-344,07
A.3	Total Unrestricted Revenue (A.1 + A.2)	141,614,983	138,408,839	145,218,340	135,615,71
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	145,870,223	139,960,566	142,578,585	140,780,78
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,291,930	1,152,570	632,790	1,251,12
B.3	Total Unrestricted Expenditures (B.1 + B.2)	147,162,153	141,113,136	143,211,375	142,031,91
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,547,170	-2,704,297	2,006,965	-6,416,20
D.	Fund Balance, Beginning	18,801,019	13,253,849	10,468,684	12,450,64
D.1	Prior Year Adjustments + (-)	0	-80,868	-25,000	
D.2	Adjusted Fund Balance, Beginning (D + D.1)	18,801,019	13,172,981	10,443,684	12,450,64
E.	Fund Balance, Ending (C. + D.2)	13,253,849	10,468,684	12,450,649	6,034,44
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9%	7.4%	8.7%	4.2
Annualiz	zed Attendance FTES:				
G.1	Annualized FTES (excluding apprentice and non-resident)	31,111	31,185	29,437	26,4
		As of the st	pecified quarter e	nded for each fig	scal vear
Total Ge	neral Fund Cash Balance (Unrestricted and Restricted)	2008-09	2009-10	2010-11	2011-2012

H.1	Cash, excluding borrowed funds		22,183,347	-5,011,602	25,687,367
H.2	Cash, borrowed funds only		10,883,389	7,146,178	15,940,000
H.3	Total Cash (H.1+ H.2)	8,909,101	33,066,736	2,134,576	41,627,367

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
l.	Revenues:				
1.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,959,784	135,959,784	26,720,139	19.7%
1.2	Other Financing Sources (Object 8900)	-344,073	-344,073	0	
1.3	Total Unrestricted Revenue (I.1 + I.2)	135,615,711	135,615,711	26,720,139	19.7%
J.	Expenditures:	•			
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	140,780,784	140,780,784	27,401,195	19.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,251,129	1,251,129	110,000	8.8%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	142,031,913	142,031,913	27,511,195	19.4%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-6,416,202	-6,416,202	-791,056	
L	Adjusted Fund Balance, Beginning	12,450,649	12,450,649	12,450,649	
L.1	Fund Balance, Ending (C. + L.2)	6,034,447	6,034,447	11,659,593	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	4.2%	4.2%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Perio	Contract Period Settled Management				Classified				
(Specify)				Permai	nent	Tempo	rary		
YYYY-	YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:									
	Year 1:								
	Year 2:								

	Year 3:				
b. BENEFITS:					
	Year 1:				
	Year 2:				
	Year 3:				

^{*} As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?

YES

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

Due to the State's continuing Budget Strategy of deferring apportionment, the District was forced to seek emergency cash flow alternatives such as internal borrowing, and Mid-Year Tax and Revenue Anticipation Notes (TRAN).

VII.Does the district have significant fiscal problems that must be addressed?

This year?

YES

Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

FY 2011-2012

Once again, significant State budget cuts will contribute to a budget shortfall for the District. The District was forced to make substantial cuts to section offerings despite surging demand; decrease discretionary expenses; continue a hiring freeze; offer another early retirement incentive; and utilize one-time sources to mitigate the impact of the budget shortfall. The State's action of deferring apportionment funding will cause the District to experience cash flow shortages. The District was forced to secure alternate financing and implement internal borrowing measures to mitigate the impact of expected cash deficits.

FY 2012-2013

It is anticipated that the State will experience a structural deficit in FY 12-13 on the order of \$10.0 billion. As a result, the District will be exploring budget strategies to address a possible budget shortfall.

It is expected that the State will continue to defer apportionment funding on par with prior fiscal years. The District will be forced to secure external financing and implement internal borrowing measures to mitigate the impact of cash deficits as a result of the apportionment deferrals.

11,659,593

6,034,447

RIVERSIDE COMMUNITY COLLEGE DISTRICT GENERAL FUND REVENUE AND EXPENDITURE REPORT FOR THE PERIOD ENDED SEPTEMBER 30, 2011

<u>Cash Position - Unrestricted and Restricted</u>						YTD Activity
Beginning Cash, July 1, 2010 Net Change in Accounts Receivables Net Change in Accounts Payables Revenue and Other Financial Sources Expenditures and Other Outgo Ending Cash, June 30, 2011					\$	13,018,796 32,216,468 (3,994,536) 32,767,127 (32,380,489) 41,627,367
Budget and Actual Activity - Unrestricted		Adopted Budget		Revised Budget		YTD Activity
Revenues						
Federal	\$	151,281	\$	151,281	\$	525
State		96,100,720		96,100,720		19,804,428
Local		39,707,783		39,707,783		6,915,186
Total Revenues		135,959,784		135,959,784		26,720,139
Other Financing Sources		(344,073)		(344,073)		-
Total Revenues		135,615,711		135,615,711		26,720,139
Expenditures						
Academic Salaries	\$	60,471,738	\$	60,486,565	\$	11,859,280
Classified Salaries	Ψ	30,745,748	Ψ	30,727,895	Ψ	7,394,631
Employee Benefits		30,705,589		30,707,251		4,712,931
Materials & Supplies		2,329,934		2,311,725		353,297
Services		15,716,630		15,686,873		2,993,006
Capital Outlay		811,145		860,475		88,050
Total Expenditures		140,780,784		140,780,784		27,401,195
Other Outgo - Objects		1,251,129		1,251,129		110,000
Total Expenditures and Other Outgo		142,031,913		142,031,913		27,511,195
Revenues Over (Under)						
Expenditures	\$	(6,416,202)	\$	(6,416,202)	\$	(791,056)
Beginning Fund Balances		12,450,649	·	12,450,649		12,450,649
Ending Fund Balances	\$	6,034,447	\$	6,034,447	\$	11,659,593
Contingency						
Unrestricted	\$	5,134,447	\$	5,134,447	\$	10,759,593
Reserve		900,000	_	900,000	_	900,000

6,034,447

Total Contingency/Reserve

cp Page 1 of 1



Agenda Item (VII-B)

Meeting 11/15/2011 - Regular

Agenda Item Consent Agenda Information (VII-B)

Subject Monthly Financial Report

College/District District

Information Only

Background Narrative:

See the attached monthly Financial Report for October 2011.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance Bill Bogle, Controller

Attachments:

October 2011 Financial Report - November 15, 2011

Monthly Financial Report for October 2011 November 15, 2011

The Financial Report provides summary financial information, by Resource, for the period July 1, 2011 through October 31, 2011. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

General Funds	
Resource 1000 - General Operating	1
Resource 1050 - Parking	2
Resource 1070 - Student Health Services	2 3
Resource 1080 - Community Education	4
Resource 1090 - Performance Riverside	5
Resource 1110 - Contractor-Operated Bookstore	6
Resource 1170 - Customized Solutions	7
Resource 1180 - Redevelopment Pass-Through	8
Resource 1190 - Grants and Categorical Programs	9
Special Revenue Funds	
Resource 3200 - Food Services	10
Resource 3300 - Child Care	11
Capital Projects Funds	
Resource 4100 - State Construction & Scheduled Maintenance	12
Resource 4120 - Non-State Funded Capital Outlay Projects	13
Resource 4130 - La Sierra Capital	14
Resource 4160 - G. O. Bond Funded Capital Outlay Projects	15
Resource 4170 - G. O. Bond Series 2010D Capital Appreciation Bonds	16
Resource 4180 - G. O. Bond Series 2010D Build America Bonds	17
Internal Service Funds	
Resource 6100 - Health and Liability Self-Insurance	18
Resource 6110 - Workers Compensation Self-Insurance	19
Expendable Trust and Agency Funds	
Associated Students of RCCD	20
Student Financial Aid	21
RCCD Development Corporation	22

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget	Revised Budget		Y	ear to Date Activity
Revenue	\$	141,369,852	\$ 133,490,346	\$	133,490,346	\$	43,180,424
Inter/Intrafund Transfer from							
La Sierra Capital Fund (Resource 4130)		3,390,000	1,615,982		1,615,982		1,615,982
District Bookstore (Resource 1110)		247,943	171,169		171,169		0
Total Revenues	\$	145,007,795	\$135,277,497	\$	135,277,497	\$	44,796,406
Expenditures							
Academic Salaries	\$	65,395,190	\$ 60,450,881	\$	60,474,139	\$	16,949,560
Classified Salaries		30,366,484	30,138,861		30,016,190		9,727,170
Employee Benefits		28,575,184	30,501,173		30,495,820		7,271,774
Materials & Supplies		1,976,479	2,291,659		2,352,812		540,749
Services		13,557,871	14,828,543		14,814,656		4,347,993
Capital Outlay		848,145	811,145		868,645		122,070
Intrafund Transfers For:							
DSP&S Program (Resource 1190)		665,157	665,157		665,157		166,289
Federal Work Study (Resource 1190)		188,189	239,280		239,280		4,625
Instr. Equipment Match (Resource 1190)		13,002	0		0		0
Performance Riverside (Resource 1090)		0	730,982		730,982		730,982
ARRA Stimulus Backfill (Resource 1190)		58,361	0		0		0
General Fund Backfill (Resource 1190)		1,068,932	1,068,618		1,068,618		262,254
Interfund Transfer to:							
Resource 4130		0	678,000		678,000		169,500
Resource 6100		250,000	250,000		250,000		62,500
Total Expenditures	\$	142,962,994	\$ 142,654,299	\$	142,654,299	\$	40,355,466
Revenues Over (Under) Expenditures	\$	2,044,801	\$ (7,376,802)	\$	(7,376,802)	\$	4,440,940
Beginning Fund Balance		11,172,448	13,217,249		13,217,249		13,217,249
Ending Fund Balance	\$	13,217,249	\$ 5,840,447	\$	5,840,447	\$	17,658,189
Ending Cash Balance						\$	36,733,195

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	2,152,681	\$	2,167,591	\$	2,167,591	\$	833,611
Expenditures								
Classified Salaries	\$	1,078,827	\$	1,203,264	\$	1,203,264	\$	382,511
Employee Benefits		362,205		410,752		410,752		93,955
Materials & Supplies		48,143		70,591		66,524		11,107
Services		324,576		450,944		453,944		173,539
Capital Outlay		217,002		192,443		193,510		32,404
Total Expenditures	\$	2,030,753	\$	2,327,994	\$	2,327,994	\$	693,516
Revenues Over (Under) Expenditures	\$	121,928	\$	(160,403)	\$	(160,403)	\$	140,095
Beginning Fund Balance		627,305		749,233		749,233		749,233
Ending Fund Balance	\$	749,233	\$	588,830	\$	588,830	\$	889,328
Ending Cash Balance							\$	906,732

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

Fund 12, Resource 1070 - Student Health Services

]	Prior Year				
		Actuals	Adopted	Revised	Year to Date	
	7-1-	10 to 6-30-11	 Budget	Budget		Activity
Revenues	\$	1,529,009	\$ 1,519,066	\$ 1,519,066	\$	428,160
Expenditures						
Academic Salaries	\$	321,514	\$ 342,761	\$ 342,761	\$	101,371
Classified Salaries		443,810	683,898	683,898		150,614
Employee Benefits		177,765	240,646	240,646		42,425
Materials & Supplies		120,862	143,753	143,753		17,147
Services		263,898	455,160	455,160		150,692
Capital Outlay		53,444	 45,447	 45,447		164
Total Expenditures	\$	1,381,293	\$ 1,911,665	\$ 1,911,665	\$	462,413
Revenues Over (Under) Expenditures	\$	147,716	\$ (392,599)	\$ (392,599)	\$	(34,253)
Beginning Fund Balance		2,022,740	 2,170,456	 2,170,456		2,170,456
Ending Fund Balance	\$	2,170,456	\$ 1,777,857	\$ 1,777,857	\$	2,136,203
Ending Cash Balance					\$	2,084,056

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		ar to Date Activity
Revenues	\$	901,927	\$	830,100	\$	830,100	\$ 254,824
Expenditures							
Academic Salaries	\$	4,169	\$	4,185	\$	4,185	\$ 1,395
Classified Salaries		356,558		298,619		298,619	99,386
Employee Benefits		81,513		59,855		59,855	14,143
Materials & Supplies		5,161		3,600		3,600	997
Services		410,859		377,807		377,807	 69,936
Total Expenditures	\$	858,260	\$	744,066	\$	744,066	\$ 185,857
Revenues Over (Under) Expenditures	\$	43,667	\$	86,034	\$	86,034	\$ 68,967
Beginning Fund Balance		(90,690)		(47,023)		(47,023)	 (47,023)
Ending Fund Balance	\$	(47,023)	\$	39,011	\$	39,011	\$ 21,944
Ending Cash Balance							\$ 25,561

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenue Intrafund Transfer from	\$	846,073	\$	900,000	\$	900,000	\$	346,376
General Operating (Resource 1000)		0		730,982		730,982		730,982
Total Revenues	\$	846,073	\$	1,630,982	\$	1,630,982	\$	1,077,358
Expenditures								
Classified Salaries	\$	319,472	\$	303,290	\$	303,290	\$	99,579
Employee Benefits		122,769		140,383		140,383		26,341
Materials & Supplies		29,131		27,750		27,750		4,408
Services	-	403,035		375,243		375,243		131,888
Total Expenditures	\$	874,407	\$	846,666	\$	846,666	\$	262,216
Revenues Over (Under) Expenditures	\$	(28,334)	\$	784,316	\$	784,316	\$	815,142
Beginning Fund Balance		(755,982)		(784,316)		(784,316)		(784,316)
Ending Fund Balance	\$	(784,316)	\$	0	\$	0	\$	30,826
Ending Cash Balance							\$	17,674

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	P	rior Year							
	Actuals		1	Adopted		Revised	Ye	ar to Date	
	7-1-1	0 to 6-30-11		Budget		Budget	Activity		
Revenues	\$	638,018	\$	532,938	\$	532,938	\$	16	
Expenditures									
Services	\$	43,830	\$	43,830	\$	43,830	\$	10,948	
Interfund Transfer to									
Food Services (Resource 3200)		382,790		323,129		323,129		110,000	
Intrafund Transfer to									
General Operating (Resource 1000)		247,943		171,169		171,169		0	
Total Expenditures	\$	674,563	\$	538,128	\$	538,128	\$	120,948	
Revenues Over (Under) Expenditures	\$	(36,545)	\$	(5,190)	\$	(5,190)	\$	(120,932)	
Beginning Fund Balance		46,735		10,190		10,190		10,190	
Ending Fund Balance	\$	10,190	\$	5,000	\$	5,000	\$	(110,742)	
Ending Cash Balance							\$	(406)	

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	66,111	\$	219,400	\$	219,400	\$	9,289
Expenditures								
Academic Salaries	\$	4,036	\$	16,672	\$	16,672	\$	13,448
Classified Salaries		32,176		4,978		4,978		1,659
Employee Benefits		13,351		4,178		4,178		2,214
Materials & Supplies		2,563		6,925		6,925		266
Services		30,609		91,207		91,207		7,484
Total Expenditures	\$	82,735	\$	123,960	\$	123,960	\$	25,071
Revenues Over (Under) Expenditures	\$	(16,624)	\$	95,440	\$	95,440	\$	(15,782)
Beginning Fund Balance		71,173		54,549		54,549		54,549
Ending Fund Balance	\$	54,549	\$	149,989	\$	149,989	\$	38,767
Ending Cash Balance							\$	40,267

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget	Year to Date Activity	
Revenues	\$	1,463,675	\$	1,440,000	\$ 1,440,000	\$	26,542
Expenditures							
Services	\$	193,124	\$	218,686	\$ 218,686	\$	34,522
Capital Outlay		905,308		3,704,871	4,654,871		436,314
Total Expenditures	\$	1,098,432	\$	3,923,557	\$ 4,873,557	\$	470,836
Revenues Over (Under) Expenditures	\$	365,243	\$	(2,483,557)	\$ (3,433,557)	\$	(444,294)
Beginning Fund Balance		9,042,422		9,407,665	9,407,665		9,407,665
Ending Fund Balance	\$	9,407,665	\$	6,924,108	\$ 5,974,108	\$	8,963,371
Ending Cash Balance						\$	8,036,636

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget	Y	ear to Date Activity
Revenue	\$	22,076,924	\$	26,206,794	\$ 28,659,677	\$	6,290,440
Intrafund Transfers from							
General Operating (Resource 1000)							
For DSP&S		913,239		774,123	774,123		193,531
For EOPS		188,514		210,999	210,999		52,750
For Federal Work Study		188,189		239,280	239,280		4,625
For Instructional Equipment		13,002		0	0		0
For Matriculation		590,049		637,905	637,905		159,476
For Middle College High School		89,995		91,145	91,145		22,786
For Foster Youth Independent Living		5,372		0	0		0
For CITD Grant		5,281		0	0		0
For General Fund Backfill		0		19,603	 19,603		0
Total Revenues	\$	24,070,565	\$	28,179,849	\$ 30,632,732	\$	6,723,608
Expenditures							
Academic Salaries	\$	4,375,064	\$	4,620,091	\$ 4,872,628	\$	1,138,136
Classified Salaries		8,068,622		7,267,785	7,691,607		2,239,750
Employee Benefits		3,646,897		3,725,008	3,997,923		786,780
Materials & Supplies		1,740,797		1,945,456	1,963,426		234,250
Services		3,323,044		5,811,006	6,883,935		676,214
Capital Outlay		1,936,353		2,544,548	2,963,808		315,544
Student Grants (Financial,							
Book, Meal, Transportation)		979,788		2,265,955	2,259,405		168,025
Total Expenditures	\$	24,070,565	\$	28,179,849	\$ 30,632,732	\$	5,558,699
Revenues Over (Under) Expenditures	\$	0	\$	0	\$ 0	\$	1,164,909
Beginning Fund Balance		0		0	0		0
Ending Fund Balance	\$	0	\$	0	\$ 0	\$	1,164,909
Ending Cash Balance						\$	1,034,622

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 10 to 6-30-11	 Adopted Budget	 Revised Budget		ar to Date Activity
Revenue	\$ 1,935,677	\$ 1,864,378	\$ 1,864,378	\$	480,777
Interfund Transfers from					
Contractor-Operated					
Bookstore (Resource 1110)	 382,790	 323,129	 323,129	i .	110,000
Total Revenues	\$ 2,318,467	\$ 2,187,507	\$ 2,187,507	\$	590,777
Expenditures					
Classified Salaries	\$ 834,623	\$ 830,934	\$ 838,934	\$	248,469
Employee Benefits	336,975	346,640	346,640		69,568
Materials & Supplies	978,826	908,808	900,808		237,946
Services	281,829	146,102	146,102		32,551
Capital Outlay	 4,847	 13,496	 13,496		0
Total Expenditures	\$ 2,437,100	\$ 2,245,980	\$ 2,245,980	\$	588,534
Revenues Over (Under) Expenditures	\$ (118,633)	\$ (58,473)	\$ (58,473)	\$	2,243
Beginning Fund Balance	177,106	58,473	 58,473		58,473
Ending Fund Balance	\$ 58,473	\$ 0	\$ 0	\$	60,716
Ending Cash Balance				\$	52,095

Child Care was established to manage the finances of the District's child care centers at all three colleges.

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$ 1,071,499	\$	1,126,323	\$	1,126,323	\$	276,350	
Expenditures								
Academic Salaries	\$ 677,471	\$	693,572	\$	684,072	\$	156,963	
Classified Salaries	170,506		171,301		171,301		38,511	
Employee Benefits	141,881		166,023		166,023		28,890	
Materials & Supplies	39,667		41,150		41,150		10,114	
Services	48,687		79,537		80,637		14,874	
Capital Outlay	 6,744		1,500		9,900		0	
Total Expenditures	\$ 1,084,956	\$	1,153,083	\$	1,153,083	\$	249,352	
Revenues Over (Under) Expenditures	\$ (13,457)	\$	(26,760)	\$	(26,760)	\$	26,998	
Beginning Fund Balance	 40,217		26,760		26,760		26,760	
Ending Fund Balance	\$ 26,760	\$	0	\$	0	\$	53,758	
Ending Cash Balance						\$	61,887	

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals -10 to 6-30-11	Adopted Budget	 Revised Budget	Y	Year to Date Activity
Revenues	\$ 30,377,254	\$ 9,905,601	\$ 12,877,601	\$	0
Expenditures					
Services	\$ 0	\$ 0	\$ 0	\$	0
Capital Outlay	 30,377,254	9,905,601	 12,877,601		3,325,916
Total Expenditures	\$ 30,377,254	\$ 9,905,601	\$ 12,877,601	\$	3,325,916
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$	(3,325,916)
Beginning Fund Balance	 0	 0	0		0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$	(3,325,916)
Ending Cash Balance				\$	(3,331,268)

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

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

	rior Year Actuals 0 to 6-30-11	lopted udget	vised udget	ar to Date Activity
Revenues	\$ 545,402	\$ 5	\$ 5	\$ 0
Expenditures Capital Outlay	\$ 545,400	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 545,400	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 2	\$ 5	\$ 5	\$ 0
Beginning Fund Balance	 552	554	 554	 554
Ending Fund Balance	\$ 554	\$ 559	\$ 559	\$ 554
Ending Cash Balance				\$ (544,846)

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year								
	Actuals		Adopted		Revised		Year to Date		
	7-1-	·10 to 6-30-11		Budget		Budget	Activity		
Revenues	\$	74,877	\$	35,000	\$	35,000	\$	5,970	
Interfund Transfer from									
General Operating (Resource 1000)		0		678,000		678,000		169,500	
Total Revenues	\$	74,877	\$	713,000	\$	713,000	\$	175,470	
		, , , , , , , , , , , , , , , , , , ,		<u> </u>					
Expenditures									
Services	\$	23,255	\$	24,108	\$	24,108	\$	1,187	
Capital Outlay		78,866		1,465,755		1,465,755		0	
Interfund Transfer to									
General Operating (Resource 1000)		3,390,000		1,615,982		1,615,982		1,615,982	
Total Expenditures	\$	3,492,121	\$	3,105,845	\$	3,105,845	\$	1,617,169	
	Φ.	(2.417.244)	Ф	(2.202.045)	Ф	(2.202.045)	Ф	(1.441.600)	
Revenues Over (Under) Expenditures	\$	(3,417,244)	\$	(2,392,845)	\$	(2,392,845)	\$	(1,441,699)	
Beginning Fund Balance		12,324,957		8,907,713		8,907,713		8,907,713	
Ending Fund Balance	\$	8,907,713	\$	6,514,868	\$	6,514,868	\$	7,466,014	
Ending Cash Balance							\$	7,166,014	
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General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

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

	<u>7-1</u>	Prior Year Actuals -10 to 6-30-11	als Adopted			Revised Budget	Year to Date Activity	
Revenues	\$	1,034,361	\$	180,000	\$	180,000	\$	22,903
Expenditures Classified Salaries	\$	265,299	\$	472,362	\$	472,362	\$	87,208
Employee Benefits	φ	114,930	Ψ	219,294	φ	219,294	φ	25,533
Materials & Supplies		442		0		24,645		0
Services		651,818		281,192		569,093		85,501
Capital Outlay		11,040,209		30,271,122		29,788,576		744,311
Total Expenditures	\$	12,072,698	\$	31,243,970	\$	31,073,970	\$	942,553
Revenues Over (Under) Expenditures	\$	(11,038,337)	\$ (31,063,970)	\$	(30,893,970)	\$	(919,650)
Beginning Fund Balance		43,746,726		32,708,389		32,708,389		32,708,389
Ending Fund Balance	\$	32,708,389	\$	1,644,419	\$	1,814,419	\$	31,788,739
Ending Cash Balance							\$	31,972,509

General Obligation Series 2010D Capital Appreciation Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4170 - General Obligation Bond Series 2010D Capital Appreciation Bonds

]	Prior Year						
	Actuals		Adopted		Revised		Year to Date	
	7-1-	10 to 6-30-11		Budget		Budget *	Activity	
Revenues	\$	32,919	\$	30,000	\$	30,000	\$	5,134
Proceeds from General Obligation Bond								
Series D		7,699,278		0		0		0
Total Revenues	\$	7,732,197	\$	30,000	\$	30,000	\$	5,134
Expenditures Services	\$	3,594	\$	0	\$	0	\$	0
Capital Outlay	-	348,145	_	7,165,460	-	7,335,460	-	90,025
cupitur o uttuj		0.10,1.10		7,100,100		7,000,100		30,020
Total Expenditures	\$	351,739	\$	7,165,460	\$	7,335,460	\$	90,025
Revenues Over (Under) Expenditures	\$	7,380,458	\$	(7,135,460)	\$	(7,305,460)	\$	(84,891)
Beginning Fund Balance		0	_	7,380,458		7,380,458		7,380,458
Ending Fund Balance	\$	7,380,458	\$	244,998	\$	74,998	\$	7,295,567
Ending Cash Balance							\$	7,295,567

General Obligation Series 2010D Build America Bonds were established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

Fund 41, Resource 4180 - General Obligation Bond Series 2010D Build America Bonds

	<u>7-1</u>	Prior Year Actuals -10 to 6-30-11	ctuals Adopted		Revised Budget*		Y	ear to Date Activity
Revenues	\$	420,193	\$	375,000	\$	375,000	\$	56,985
Proceeds from General Obligation Bond								
Series D		102,300,000		0		0		0
Total Revenues	\$	102,720,193	\$	375,000	\$	375,000	\$	56,985
Expenditures Services Capital Outlay	\$	282,208 19,359,893	\$	177,297 79,103,140	\$	177,297 79,103,140	\$	97,555 8,733,996
Total Expenditures	\$	19,642,101	\$	79,280,437	\$	79,280,437	\$	8,831,551
Revenues Over (Under) Expenditures	\$	83,078,092	\$ ((78,905,437)	\$	(78,905,437)	\$	(8,774,566)
Beginning Fund Balance		0		83,078,092	_	83,078,092		83,078,092
Ending Fund Balance	\$	83,078,092	\$	4,172,655	\$	4,172,655	\$	74,303,526
Ending Cash Balance							\$	75,305,442

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

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

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues Interfund transfer from	\$	5,016,626	\$	4,722,500	\$	4,722,500	\$	1,538,007
General Operating (Resource 1000)		250,000		250,000		250,000		62,500
Total Revenue	\$	5,266,626	\$	4,972,500	\$	4,972,500	\$	1,600,507
Expenditures								
Classified Salaries	\$	147,385	\$	103,842	\$	103,842	\$	30,586
Employee Benefits		60,892		47,858		47,858		9,802
Materials & Supplies		46,645		3,200		3,200		46,163
Services		4,485,341		5,709,584		5,709,584		2,314,104
Capital Outlay		168,686		40,000		40,000		347,738
Total Expenditures	\$	4,908,949	\$	5,904,484	\$	5,904,484	\$	2,748,393
Revenues Over (Under) Expenditures	\$	357,677	\$	(931,984)	\$	(931,984)	\$	(1,147,886)
Beginning Fund Balance		1,752,955		2,110,632		2,110,632		2,110,632
Ending Fund Balance	\$	2,110,632	\$	1,178,648	\$	1,178,648	\$	962,746
Ending Cash Balance							\$	1,697,318

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers' compensation self-insurance program.

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

	Prior Year Actuals		Adopted		Revised		Year to Date	
	7-1-	-1-10 to 6-30-11 Budget Bu		Budget	Activity			
Revenues	\$	1,808,806	\$	1,685,176	\$	1,685,176	\$	508,640
Expenditures								
Classified Salaries	\$	56,663	\$	47,545	\$	47,545	\$	21,826
Employee Benefits		23,828		19,677		19,677		4,512
Materials & Supplies		0		300		300		0
Services		(695,628)		1,234,100		1,234,100		420,277
Total Expenditures	\$	(615,137)	\$	1,301,622	\$	1,301,622	\$	446,615
Revenues Over (Under) Expenditures	\$	2,423,943	\$	383,554	\$	383,554	\$	62,025
Beginning Fund Balance		797,079		3,221,022		3,221,022		3,221,022
Ending Fund Balance	\$	3,221,022	\$	3,604,576	\$	3,604,576	\$	3,283,047
Ending Cash Balance							\$	4,559,715

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

Associated Students of RCCD

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	688,812	\$	700,000	\$	700,000	\$	265,804
Expenditures								
Materials & Supplies	\$	624,286	\$	700,000	\$	700,000	\$	267,837
Total Expenditures	\$	624,286	\$	700,000	\$	700,000	\$	267,837
Revenues Over (Under) Expenditures	\$	64,526	\$	0	\$	0	\$	(2,033)
Beginning Fund Balance		930,035		994,561		994,561		994,561
Ending Fund Balance	\$	994,561	\$	994,561	\$	994,561	\$	992,528
Ending Cash Balance							\$	2,207,418

Student Financial Aid

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

Statem I Imment IIa									
	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity		
Revenues	\$	51,887,581	\$	51,337,725	\$	51,337,725	\$	7,763,618	
Expenditures									
Other Scholarships and Grant Reimbursements	\$	51,887,581	\$	51,337,725	\$	51,337,725	\$	7,537,498	
Total Expenditures	\$	51,887,581	\$	51,337,725	\$	51,337,725	\$	7,537,498	
Revenues Over (Under) Expenditures	\$	0	\$	0	\$	0	\$	226,120	
Beginning Fund Balance		0		0		0		0	

0

0

\$

0

\$

226,120

453,174

Ending Fund Balance

Ending Cash Balance

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

RCCD Development Corporation

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	3	\$	0	\$	0	\$	4
Expenditures								
Services	\$	20	\$	0	\$	0	\$	0
Total Expenditures	\$	20	\$	0	\$	0	\$	0
Revenues Over (Under) Expenditures	\$	(17)	\$	0	\$	0	\$	4
Beginning Fund Balance		16,240		16,223		16,223		16,223
Ending Fund Balance	\$	16,223	\$	16,223	\$	16,223	\$	16,227
Ending Cash Balance							\$	16,227

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Agenda Item (VIII-A-1)

Meeting 11/15/2011 - Regular

Agenda Item Committee - Governance (VIII-A-1)

Subject Revised and New Board Policies - Second Reading and Approval

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees approve Administrative Procedure 2345 and

Board Policies 2345, 2745, 3501, 3520 and 3560.

Background Narrative:

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

Board of Trustees -

Board Policy and Administrative Procedure 2345 Participation at Board Meetings. These are revisions of the Policy and Procedure that were approved by the Board on November 18, 2008.

Board Policy 2745 Board Self-Evaluation. This is a revision of the Policy that was revised by the Board on September 16, 2008.

General Institution -

Board Policy 3501 Campus Security and Access. This is a new Policy for the District that is legally required based on changes to the Clery Act.

Board Policy 3520 Local Law Enforcement. This is a revision, based on changes to the Clery Act, of the Policy that was originally adopted by the Board on May 19, 2009.

Board Policy 3560 Alcoholic Beverages. This is a revision, based on changes to the Clery Act, of the Policy that was originally adopted by the Board on May 19, 2009.

Prepared By: Greg Gray, Chancellor

Ruth Adams, General Counsel

Attachments:

Backup for November Board 2nd Reading

No. 2345

Board of Trustees

BP 2345 PARTICIPATION AT BOARD MEETINGS

References:

Education Code Sections 72121, 72121.5, and 72129; Government Code Sections 54950 et seq., especially 54954.2, 54954.3, 54956, 54956.5, 54957.5, 54960.1, and 54960.5

It is the policy of the Riverside Community College District that all meetings, except for closed sessions, be open to the public, and all Board actions authorized or required by law of the governing board shall be taken at those meetings.

The Board of Trustees shall provide opportunities for participation in the business of the Board.

Matters directly related to the business of the District may be brought to the attention of the Board of Trustees in one of two ways:

- 1. There will be a time at each regularly scheduled Board meeting for individuals to discuss items not on the agenda.
- 2. Individuals may place items on a Board agenda in accordance with Administrative Procedure 2345.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board of Trustees under this rule, but shall be submitted to the District, *pursuant to Board Policy/Administrative Procedure 3810, titled Claims Against the District.*

Date Adopted: November 18, 2008 (Replaces RCCD Policy 1036)

Board of Trustees

AP 2345 PARTICIPATION AT BOARD MEETINGS

References:

Education Code Section 72121.5; Government Code Section 54954.2, 54956.5

ADDRESSING THE BOARD OF TRUSTEES

Agenda Items

A. Audience Comments

Before formal action is taken or discussion completed on any agenda item, the presiding officer will ask for comments from the audience so they may ask questions or speak about the topic under consideration.

Those wishing to communicate with the Board on agenda items, may do so in writing. The written communication should be sent to the office of the Chancellor not later than 48 hours prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and should contain the address of the author and the author's organizational affiliation, if any.

B. Speaker's Procedure

In order to ensure efficient conduct of District business, each speaker generally will be allowed five minutes. The Board, by consensus or a motion to limit or extend debate in accordance with Robert's Rules of Order, may allow more or less time to a speaker. Speakers are urged, but not required, to fill out a request form. Forms to address the Board will be made available at the meeting. Speakers will be asked, **but are not required**, to state their names and addresses for the record.

- C. The President of the Board may rule speakers out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board of Trustees or if their remarks are unduly repetitive.
- D. Non-scheduled substitutes may not speak in place of scheduled speakers unless alternatives have been submitted on the original request to address the Board.

Non-Agenda Items

A. Recognition of Speakers

Persons who wish to ask questions or make statements about District matters not related to agenda items will be recognized by the presiding officer during the portion of the agenda titled, "Comments from the Public."

B. Speaker's Procedure

In order to ensure efficient conduct of District business, each speaker generally will be allowed five minutes. The Board, by consensus or a motion to limit or extend debate in accordance with Robert's Rules of Order, may allow more or less time to a speaker. Speakers are urged, but not required, to fill out a request form. Forms to address the Board will be made available at the meeting. Speakers will be asked, **but are not required**, to state their names and addresses for the record.

C. Legal Limits — Action on Non-Agenda Items

The law does not allow action to be taken on non-agenda items at the same meeting where comments are made or testimony is taken, except in an emergency or other specifically authorized situation.

Placing An Item on the Agenda

A. Notification to Chancellor — Time Limit

Persons who wish to place a District matter of concern on the agenda, or who wish to make a presentation to the Board, must notify the Chancellor in writing at least three weeks prior to the regular meeting where that agenda item will appear. The written notification must include a summary of the item, must be signed by the initiator and indicate the specific Board meeting date for which the agenda item is proposed.

B. Speaker Information

The notification should also contain the name, address and telephone number of the intended speaker(s). If the speaker(s) is (are) representing either an informally organized group, or an established organization, the name of that group, or organization, should be indicated.

C. Statement of Topic

Each request should state the topic, contain a brief outline of the speaker's position, and indicate any action expected from the Board of Trustees.

D. Action on Agenda Items

Once the item is on the agenda, it will be acted upon in the same fashion as all other agenda items.

Alternative to Board Action on Issues

The Board recommends that individuals first attempt to secure action, or resolve problems, through established District channels prior to requesting that the issue be placed on a Board agenda. These channels include, but are not limited to: Consultation

with the Academic Senate, the appropriate District Advisory Committee, or conferences with the Chancellor, Vice Chancellors, the appropriate College President, deans, department heads, counselors, or other appropriate administrative *department* authorization.

Parliamentary Procedure

The Board of Trustees shall follow parliamentary procedures applicable to small boards in accordance with Robert's Rules of Order Newly Revised, except in cases where California law requires a different procedure.

Date Approved: November 18, 2008 (Replaces RCCD Regulation 1036)

Riverside Community College District Policy

No. 2745

Board of Trustees

BP 2745 BOARD SELF-EVALUATION

References:

Accreditation Standards IV.B.1.e and g

The Board of Trustees is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

As the District's elected body, the Board of Trustees recognizes that it has a fiduciary responsibility to meet the learning needs of those who might benefit from the District's programs in the communities it serves.

To that end, the Board of Trustees has established the following process:

To assess whether it is effective in meeting this fiduciary responsibility, the Board adopts a Board Effectiveness approach to guide its self-assessment process. The approach is grounded in four key principles:

- A. Learner Centeredness: The Board recognizes its fiduciary responsibility to meet learner needs and act in the interest of learners in the communities served by the District.
- B. Continuous Assessment: Particularly in terms of rapid change, organizations must continuously assess their effectiveness to maintain and improve their alignment with environmental trends and changing learner needs. As a consequence, the Board agrees to continuously assess and review its effectiveness and that of the institution.
- C. Evidence Based Assessment. The Board commits to open, evidence-based institutional and community dialogue.
- D. Commitment to Act: The Board agrees to act on its assessments to improve both Board and institutional effectiveness.

In keeping with these principles the Board of Trustees establishes a continuous-self-assessment process to both consider its effectiveness and model its commitment to continuous improvement. , and In order to ensure the sustainability of said process, the Board will be conducted a self-evaluation no less than annually to occur prior to the end of June of each year. The process is intended to assist the Board in the assessment of its performance as a whole body. It is not intended to evaluate or assess the performance of individual Board members.

Initially, the Board will review and discuss its record of performance periodically in open session. Staff will inventory and assist the Board in the preparation of its record. Dialogue will be structured around the following seven dimensions of Board Effectiveness. It is anticipated that the Board will calendar discussions regarding a specific set of the dimensions each year. More formal measurement tools may be incorporated into the process over time.

- A. Commitment to Learners: The Board assesses its role in ensuring that the focus remains on the learner and that processes are in place to maintain that focus. For example, the Board might discuss its use of institutional and student research and its efforts to encourage inquiry about learner populations that may not be adequately served by the District.
- B. Constituency Interface: The Board assesses its constituency interface by discussing its relationship with District constituencies. Questions might include: What mechanisms and processes are in place for the Board to listen to, respond to, and communicate with its constituency? Do the mechanisms and processes promote input from diverse interests? How should the Board represent and advocate for the District in the community:
- C. Community College System Interface: The Board assesses its Community College System interface by evaluating its interaction with the California Community College System and other community college organizations. Questions might include: Does the Board engage in activities to support the District's position within the system? What are the appropriate advocacy roles to be played learner advocacy, college advocacy?
- D. Economic/Political System Interface: The Board assesses its economic and political system interface by assessing its interaction with local, state and federal economic and political processes, institutions and personnel. Here questions might include: How does, and should, the Board advocate District interest and learner interests to local, state and federal government agencies and legislators?
- E. District Policy Leadership: The Board assesses policy leadership by examining its role in the District policy process. Questions might include: What is the appropriate role of the Board in addressing issues confronted by the District and learners? What issues occupy the attention of the board? What is the relationship of the issues to the District's mission? Was the Board appropriately engaged in defining the District's mission, strategies, and goals? Is the Board informed of and appropriately engaged in the setting of District policies?
- F. Management Oversight: The Board assesses its management oversight primarily through the assessment of its relationship with the Chancellor and senior administrative staff. Therefore, much of this conversation is reflected in the Board's Chancellor assessment process.

G. Process Guardianship: The Board assesses its role in assuring that the District engages in appropriate budgeting, planning, institutional assessment and other processes. If it desired, the Board could discuss its own structure, policies, practices and procedures.

Date Adopted: May 15, 2007 Revised: September 16, 2008

(Replaces Policy 1044)

Riverside Community College District Policy

BP 3501

General Institution DRAFT as of 9/3/11

BP 3501 CAMPUS SECURITY AND ACCESS

Reference:

34 Code of Federal Regulations Section 668.46(b)(3)

The Chancellor shall establish procedures for security and access to District facilities.

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.

Date Adopted:

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

General Institution DRAFT – CCLC REVISION 9/2011

BP 3520 LOCAL LAW ENFORCEMENT

Reference:

Education Code Section 67381

34 Code of Federal Regulations Part 668.46(b)(4)

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

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

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

The District encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Chancellor shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

Date Adopted: May 19, 2009

No. 3560

General Institution DRAFT – CCLC UPDATES 9/2011

Recent Changes to the Clery Act

BP 3560 ALCOHOLIC BEVERAGES

Reference:

Business and Professions Code Sections 24045.4, 24045.6, 25608(a)(10), 25608(a)(14), and 23399.1

34 Code of Federal Regulations Part 668.46(b)

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

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

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

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit a non-profit corporation.

Any employee or student of the District violating this policy, <u>or any other policies of the District</u>, will be subject to discipline in accordance with the law, Board Policy, and/or Administrative Procedure.

Date Adopted: May 19, 2009

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Agenda Item (VIII-A-2)

Meeting 11/15/2011 - Regular

Agenda Item Committee - Governance (VIII-A-2)

Subject Revised and New Board Policies First Reading

College/District District

Funding N/A

Recommended It is recommended that the Board approve for first reading Board Policies 3440, 3505, 4000,

Action 5130 and 7130.

Background Narrative:

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

General Institution

Board Policy 3440 Service Animals - This is a new Policy for the District.

Board Policy 3505 Disaster Preparedness/Emergency Operations Plan - These are revisions, based on changes to the Clery Act, of the Policy originally adopted by the Board on December 9, 2008.

Academic Affairs

Board Policy 4000 - This is a revision of the Policy previously revised by the Board on January 25, 2011.

Student Services

Board Policy 5130 Financial Aid - These are revisions, based on recently enacted U.S. Department of Education regulations, of the Policy originally adopted by the Board on November 18, 2008.

Human Resources

Board Policy 7130 Compensation - These are revisions, based on recently enacted U.S. Department of Education regulations, of the Policy originally adopted by the board on November 18, 2008.

Prepared By: Greg Gray, Chancellor

Ruth Adams, General Counsel

Attachments:

Board Policies for Board Committee - First Reading

Riverside Community College District Policy

BP 3440

General Institution DRAFT

BP 3440 SERVICE ANIMALS

References:

The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.;

28 Code of Federal Regulations Part 35;

28 Code of Federal Regulations Part 36;

34 Code of Federal Regulations Part 104.44(b)

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a dog or miniature horse as a service animal in District facilities and on District campuses in compliance with state and federal law.

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.

Date Adopted:

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

No. 3505

General Institution
DRAFT
9/2011 – Updates from CCLC

BP 3505 DISASTER PREPAREDNESS/EMERGENCY OPERATIONS PLAN

References:

Disaster Relief Act

California Emergency Services Act, Government Code Sections 8550-8668

Penal Code Sections, 148(a) and 529.5

34 Code of Federal Regulations Part 668.46(b)(13) and (g)

Homeland Security Act of 2002

National Fire Protection Association 1600

Homeland Security Presidential Directive-g

Executive Order S-2-05

Education Code Sections 32280 et seg. and 71095

The District has established this Policy with the objective of ensuring the well being, safety and security of all personnel, students, visitors and children in child care programs during an emergency and to protect District property and data. This Policy will provide for the preparation and carrying out of plans for the protection of persons and property within the District in the event of the emergency or disaster conditions hereinafter referred to, the direction of the disaster organization and the coordination of the disaster functions of the District, with the City, County and with all other public agencies, corporations, organizations and affected private parties.

The Chancellor is directed to prepare an Emergency Operations Plan for the District. Said Plan shall be the Procedure for this Policy, and shall comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and shall incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs..

DEFINITIONS

As used in this Policy, the following words and phrases shall have the meanings respectively ascribed to them:

Local Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the District, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy.

State of Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the District caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency", which conditions, by reason of their magnitude, are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of any single city or county and require the combined forces of a mutual aid region or regions to combat.

State of War Emergency – the conditions which exist immediately, with or without a proclamation of the Governor, whenever this State or nation is attacked by an enemy of the United States, or upon receipt by the State of a warning from the Federal Government indicating that such an enemy attack is probable or imminent.

Other terms used herein shall have meanings as used in the California Emergency Services Act.

MEMBERSHIP OF DISASTER CORPS

The District disaster corps consists of all employees of the District, together with all volunteers and all groups, organizations and persons commandeered under the provisions of the California Emergency Services Act and this Policy, with all equipment and material publicly owned, volunteered, commandeered or in any way under the control of the aforementioned personnel, for the support of the aforementioned personnel in the conduct of disaster operations.

ACTIVATION OF DISASTER CORPS

The District disaster corps shall be activated and shall function as a disaster relief body, only:

- 1. Upon the existence of a "state of war emergency";
- 2. Upon the declaration by the Governor of the state, or of persons authorized to act in his/*her* stead, of a "state of emergency" affecting and including the District;
- Upon the declaration of a "local emergency" by the Riverside County Board of Supervisors, or by persons authorized to act in its stead, affecting and including the District;
- 4. Upon the declaration of a "local emergency" by the City Councils, *or by persons authorized to act in their stead,* of the Cities *which fall within the legal boundaries of the* of Riverside, Moreno Valley, and Norco, or by persons authorized to act in their stead, affecting and including the District; or,
- 5. Upon the declaration of a "local emergency" by the Board of Trustees of the District. or, If it is not feasible for the Board to call an emergency meeting, the following persons may declare a local emergency: If a District-wide emergency, the Chancellor, or designee. If a College emergency, the Chancellor or College President by persons authorized to act in their stead.

EMERGENCY OPERATIONS PLAN (EOP)

The disaster corps shall be composed of such elements as are provided for in the EOP of the District. The administrators of the District shall have the authority and duty to plan for the mobilization, operation and support of that segment of the disaster corps for which each is responsible as provided for in the EOP of the District and to conduct the activities thereof.

A copy of the EOP is available on the District's website at http://www.rcc.edu/Emergency
Plan or in the offices of the Chancellor, Vice Chancellors, Presidents, the Emergency
Operations Center and each *College* Department Operations Center.

EMERGENCY SERVICES DIRECTOR

The Chancellor shall be the Emergency Services Director (ESD) and shall have authority over a declared District emergency. *The College President shall be the Emergency Services Director (ESD) and shall have authority over a declared College emergency.* In the absence or inability to act of the Chancellor or *College President*, he/she shall be succeeded as Emergency Services Director by the following officials in the order named:

DISTRICT EMERGENCY SERVICES DIRECTOR

Provost/Vice Chancellor, Educational Services Vice Chancellor, Administration and Finance **Vice Chancellor, Diversity and Human Resources**

COLLEGE EMERGENCY SERVICES DIRECTOR

Per each college's internal list of succession, which is provided to the Chancellor, and the District Emergency Planning and Preparedness Coordinator, on an annual basis, or more often if the list changes.

EMERGENCY SERVICES DIRECTOR – POWERS AND DUTIES The ESD shall have the following powers and duties:

- 1) To make appointments, subject to the approval of the Board of Trustees, within the disaster corps;
- To request the Board of Trustees to proclaim the existence of a "local emergency" if the Board is in session, or to issue such proclamation if the Board is not in session. Whenever a "local emergency" is proclaimed by the ESD, the Board shall take action to ratify the proclamation with seven days thereafter or the proclamation shall have no further force or effect:
- 3) During the existence of a "state of war emergency", or the proclaimed existence of a "state of emergency", or a "local emergency" affecting the District to:

- A) Control and direct the activities of the District's disaster corps,
- B) Use all District/**College** resources for the preservation of life and property and to reduce the effects of disaster,
- C) Resolve questions of authority and responsibility that may arise in disaster operations,
- Obtain vital supplies, equipment and other resources needed for the preservation of life and property by either binding the District/*College* for fair value thereof or, if required immediately, by commandeering same for public use,
- E) Delegate to administrators and other employees of the District/*College* such duties and authorities as he/she deems necessary,
- F) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by any conditions proclaimed as provided herein,
- G) Require emergency services of any District/College administrator or other employee and to command the aid of as many citizens of the community as he/she deems necessary in the execution of his/her duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,
- H) Exercise complete authority over the District/**College**,
- Apply for federal financial assistance under the Disaster Relief Act.
- In addition to the powers noted here, the ESD shall have such powers incidental to the performance of his/her duties as ESD as shall be necessary to allow him/her to carry out the EOP of the District. It is the intent of the powers enumerated in this Policy are not intended to be limitations upon his/her power.

OFFICE OF EMERGENCY SERVICES

The office of emergency services shall be headed by the Emergency Services Coordinator (ESC), who is the Chief of Police. This office may consist of other positions as may be established by the Board.

EMERGENCY SERVICES COORDINATOR – POWERS AND DUTIES The ESC shall, prior to the existence of a "state of war emergency", a "state of emergency", or a "local emergency":

 Develop and coordinate basic disaster planning for the District to provide for the use of all governmental entities; resources and equipment; all commercial and industrial resources; and all such special groups, bodies and organizations as may be needed to support disaster operations;

- Develop and coordinate such disaster training programs and exercises as may be needed;
- Develop and coordinate a public information program designed for basic self-protection;
- 4) Coordinate planning and training with the Riverside County Office of Emergency Services and with other federal, state, county and city disaster or emergency agencies, and with appropriate elements of the Armed Forces;
- 5) Recommend to the ESD matters of policy for consideration by the Board insofar as they relate to disaster; and,
- 6) During a "state of war emergency", a "state of emergency", or a "local emergency" affecting the District, the ESC shall:
 - A) Serve as staff advisor to the ESD; and,
 - B) Perform such duties as may be assigned by the ESD.

ORDERS

During the existence of a "state of war emergency" or of a proclaimed "state of emergency" or "local emergency" affecting the District, each member of the District disaster corps shall have authority to require that all persons follow reasonable orders given by him/her within the scope of his/her functions in order to execute the EOP of the District, and the willful failure of any person to follow such reasonable order or orders is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than six months, or both.

CONTINUITY OF GOVERNMENT

For the purposes of this Policy, the line of succession for key personnel of the government and operation of the District shall be as follows:

 For the Chancellor: Any one of the following positions, based on ability to serve – *Provost*/Vice Chancellor Educational Services, Vice Chancellor Administration and Finance, Vice Chancellor Diversity and Human Resources.

POWERS OF SUCCESSION – DISTRICT DEPARTMENTS

Each person who succeeds to each position of office within a District Department, as provided herein, and as provided in the EOP of the District, shall succeed to all the powers and duties of the office succeeded to immediately upon such succession.

VIOLATIONS

It is a misdemeanor for any person during a disaster to:

- 1) Willfully obstruct, hinder or delay any member of the District disaster corps in the enforcement of any lawful rule, regulation or order issued pursuant to this Policy, or in the performance of any duty imposed upon them by virtue of this Policy;
- Do any act forbidden by any lawful rule, regulation or order issued pursuant to this Policy if such is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil life or property, or to prevent, hinder or delay the defense or protection of persons or property;
- Wear, carry or display, without authority, any means of identification specified by the civil defense and/or disaster agencies of the federal or state governments.

PENALTIES

For the violations listed above, the penalty is a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both the fine and imprisonment.

Date Adopted: December 9, 2008

Riverside Community College District Policy

No. 4000

Academic Affairs DRAFT

BP 4000 ACADEMIC RANK

References: None

As an institution of higher education, the Riverside Community College District will award to the faculty, the ranks of Instructor, Assistant Professor, Associate Professor, Professor, Distinguished Professor, and Honorary Professor and Professor Emeritus for those individuals who earn these titles by meeting specific requirements. For retiring faculty, the rank of Emeritus may be granted and would reflect the rank held at the time of retirement.

Criteria and procedures to achieve these ranks will be developed jointly by the Academic Senate and the Administration.

Date Adopted: August 19, 2008 Revised: January 25, 2011

Revised:

(Replaces RCCD Policy 3092)

Riverside Community College District Policy

No. 5130

Student Services DRAFT CCLC UPDATE 9/2011

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.

**NOTE: The policy provisions below are legally required in an effort to show good faith compliance with the applicable federal regulations.

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 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.

Date Adopted: November 18, 2008

Riverside Community College District Policy

No. 7130

Human Resources DRAFT CCLC UPDATE 9/2011

BP 7130 COMPENSATION

References:

Education Code Sections 70902(b)(4), 87801, and 88160; Government Code Section 53200;

U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the High Education Act of 1965, as amended.

The Board of Trustees shall establish salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee.

**NOTE: The following policy language is legally required in an effort to show good faith compliance with the applicable federal regulations.

Prohibition of Incentive Compensation

[Except as applicable to foreign students residing in foreign countries who are not eligible to receive federal student assistance,] The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as "covered employees" for purposes of this policy.

Date Adopted: November 18, 2008 (Replaces RCCD Policies/Regulations 3040, 3041, 3044, 4026, 4035, 4039, 4040, and 4041)

Page 1 of 2 cp



Agenda Item (VIII-D-1)

11/15/2011 - Regular Meeting

Committee - Facilities (VIII-D-1) Agenda Item

Subject Utility Infrastructure Project for Norco College and Riverside City College

College/District District

Funding Centrally Controlled Allocated Measure C Funds

Recommended

Action

The Board of Trustees approve using Construction Management Multiple Prime contracting for the project; approve an agreement with Tilden-Coil Constructors, Inc. for construction

management services in an amount not to exceed \$758,038; and approve an agreement with PSOMAS to provide engineering services in an amount not to exceed \$512,797 for the project.

Background Narrative:

On May 19, 2009, the Board of Trustees approved the planning for the first two phases of the District- wide Utility Infrastructure Upgrade project; an allocation of District Measure C funding of \$500,000; and an agreement with PSOMAS to provide scoping and planning services for the project. On December 14, 2010, the Board of Trustees approved a project budget in the amount of \$7,000,000 using the Centrally Controlled Allocated Measure C funds. On June 21, 2011, the Board of Trustees approved the use of

\$800,000 of the Utility Infrastructure Upgrade project budget for the Moreno Valley College Dental Education Center, therefore reducing the Utility Infrastructure Upgrade project budget to \$6.2 million.

After reviewing the final design with the Colleges, staff has decided to move forward connecting the two chiller plants together for better efficiency for the Norco College; and add a new electrical 12KV and switch gear for the Riverside City College. Staff therefore requests approval of engineering services for the Utility Infrastructure project at the Norco College and Riverside City College with PSOMAS in a total amount not to exceed \$512,797. Services include mechanical, plumbing and electrical engineering. The agreement is attached for the Board's review and consideration.

Staff also recommends the Utility Infrastructure project at the Norco College and Riverside City College be delivered using Construction Management Multiple Prime (CMMP) contracting.

Additionally, staff requests approval of a construction management firm for the Utility Infrastructure project. On June 15, 2010, the Board of Trustees approved five (5) construction management firms for future District project assignments on an individual, as needed basis. Staff recommends Tilden-Coil Constructions, Inc., a District preapproved, minority owned, construction management firm, provide construction management services for the projects located at the Norco College and Riverside City College. The firm is recommended based on the College's preference, proximity to the project site and experience with other projects within the District. Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring compliance with bid drawings and specifications, code and labor compliance, and Division of the State Architect requirements.

The total fixed fee for the construction management services for the Utility Infrastructure projects are identified as follows:

cp Page 2 of 2

Norco College: Basic Compensation Fee - \$64,337 General Conditions Costs - \$262,607.50 Total Fee - \$326,944.50

Riverside City College: Basic Compensation Fee - \$168,486 General Conditions Costs - \$262,607.50 Total Fee - \$431,093.50

Prepared By: Debbie DiThomas, Interim President, Norco College Cynthia Azari, President, Riverside City College

Laurens Thurman, (Interim) Vice President, Business Services

Norm Godin, Vice President

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Bart Doering, Director, Construction

Attachments:

Construction Management Agreement - Tilden Coil Constructors 11-15-11 Engineering Agreement - PSOMAS 11-15-11

CONSTRUCTION MANAGEMENT SERVICES (Utility Infrastructure Project at Norco College and Riverside City College)

This Construction Management Services Agreement ("Agreement") is made and entered into this 15th day of November, 2011 by and between Riverside Community College District (hereinafter "District") and Tilden-Coil Constructors, Inc. (hereinafter referred to as "Construction Manager") for construction management services relating to a multi-prime construction contract for construction of the Utility Infrastructure Project located at the Norco College in the city and state of Norco, California and the Riverside City College in the city and state of Riverside, California (the "Project").

ARTICLE 1 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

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

Jason Howarth, LEED AP

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

1.1 DESIGN PHASE.

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

1.1.1 <u>Construction Management Plan.</u> In consultation with the District's architect ("Architect"), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

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

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

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

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

- 1.1.4 <u>Cost Management Procedures</u>. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.
- 1.1.5 <u>Construction Management Coordination and Value Engineering Review.</u> The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.
- 1.1.6 <u>Coordination/Value Engineering Review</u>. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The Construction Manager has no responsibility for the errors or omissions of the design professionals and is reviewing the design solely from the perspective of a Construction Manager.
- 1.1.7 <u>Design Review and Comments</u>. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.
- 1.1.8 <u>Cost Adjustment Sessions</u>. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction

Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

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

- 1.1.9 <u>Assignment of Responsibility</u>. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.
- advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor prequalification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
- 1.1.11 <u>Monthly Reports.</u> With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.
- 1.1.12 <u>Coordination of Relocation of District Property</u>. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.
- 1.1.13 <u>State Chancellor and Other Public Agencies</u>. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.
- 1.1.14 <u>Professional Consultants</u>. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.
 - 1.2 PLAN CHECK AND BIDDING PHASE.

- 1.2.1 <u>Bidding Procedures</u>. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.
- 1.2.2 <u>Public Relations Activities</u>. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

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

- 1.2.3 <u>Generate Bidder Interest</u>. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.
- 1.2.4 <u>Bid Advertisements</u>. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.
- 1.2.5 <u>Prepare and Expedite Bid Documents Delivery</u>. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:
 - (a) Establish bid schedule by trade;
 - (b) Prepare summaries of work bid packages;
 - (c) Arranging for printing, binding and wrapping;
 - (d) Arranging for delivery; and
 - (e) Follow-up calls to the bidders.

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

- (a) The following bonding requirements:
 - (i) Performance bond at 100% of the contract amount.
 - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.
- 1.2.6 <u>Pre-Bid Conference(s)</u>. In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the

bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

- 1.2.7 <u>Coordination and Inquiries</u>. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.
- 1.2.8 <u>Addenda Review</u>. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.
- 1.2.9 <u>Bidding of Work.</u> All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.
- 1.2.10 <u>Bid Evaluation</u>. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

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

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the project experiences a "scope gap" within one of the respective bid packages, the Construction Manager shall coordinate with the appropriate Trade Contractors to establish a reasonable price for the work, to be issued to the District via change order. The Construction Manager, without additional compensation, shall perform the required construction management services to complete this work.

1.2.11 <u>Rebidding</u>. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget. In the event the Construction Manager is required to rebid the project due to State funding issues and/or delays, the Construction Manager shall be compensated for the actual costs associated with the rebidding efforts.

- 1.2.12 <u>Non-interest in Project</u>. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.
- 1.2.13 <u>Purchase</u>, <u>Delivery and Storage of Materials and Equipment</u>. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

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

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

1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

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

- 1.3.1 <u>Pre-Construction Conference(s)</u>. The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.
- 1.3.2 <u>Contract Administration</u>. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably

necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

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

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

- 1.3.3 <u>Submittal Procedures</u>. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.
- 1.3.4 <u>Meetings</u>. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.
- 1.3.5 <u>Coordination of Technical Inspection and Testing.</u> The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.
- 1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. The Construction Manager shall not be held responsible for the performance of the multiple prime contractors.
- 1.3.7 <u>Non-Conforming Work</u>. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect

and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

- 1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.
- 1.3.9 <u>Implementation of Master Project Schedule</u>. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience. The Construction Manager shall be entitled to compensable time extensions for all delays to the Project, except delays resulting from the negligence of the Construction Manager.
- 1.3.10. <u>Safety Programs</u>. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.
- 1.3.11 <u>Endorsements of Insurance, Performance/Payment Bonds</u>. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.
- 1.3.12 <u>Changes in Construction Cost</u>. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

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

1.3.13 <u>Construction Progress Review</u>. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual

progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

- 1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.
- 1.3.15 <u>Schedule of Values and Processing of Payments</u>. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.
- 1.3.16 <u>Evaluate Proposal Costs</u>. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.
- 1.3.17 <u>Negotiations of Change Order Costs and Time Extensions</u>. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.
- 1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

- 1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.
- 1.3.20 <u>Project Status Reports</u>. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.
- 1.3.21 <u>Equipment Instruction Manuals, Warranties and Releases</u>. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.
- 1.3.22 <u>Completion of Contracts and Project</u>. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

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

- 1.3.23 <u>As-Built Documents</u>. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.
- 1.3.24 <u>Training Sessions</u>. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.
- 1.3.25 <u>Recommendations to District</u>. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend

courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

- 1.3.26 <u>Accounting Records</u>. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 1.3.27 <u>Permits</u>. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- 1.3.28 <u>Initial Start-up and Testing</u>. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.
- 1.3.29 <u>Final Completion and Project Report</u>. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.
- 1.3.30 <u>Warranty</u>. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

1.4 TIME.

- 1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.
- 1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the negligence of the Construction Manager, there will be no additional compensation, i.e. extended general conditions provided by the District to the Construction Manager.
- 1.4.3 Construction Manager shall be entitled to compensation and an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the progress of the work or the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction

Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

- 1.4.4 The Construction Manager shall provide preconstruction and construction services based on the assumed project scope of work, plans, specifications and schedule. The project shall be staffed in a manner to provide the highest level of service and to meet the project objectives for the defined time period. This Agreement includes the staffing requirements for pre-construction services for 15 months, and includes the staffing needs for construction services for 10 months.
- 1.4.5 In the event the project experiences any delays caused by unforeseen conditions, schedule delays due to Division of the State Architect approvals, delays due to RFI or Submittal responses, District driven changes, or any other delays not caused by the negligence of the Construction Manager that extend the specific schedule durations referenced in Article 1.4.4, the Construction Manager shall be compensated, per Article 4.4 for those additional services rendered.

ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

- 2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.
- 2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.
- 2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.
- 2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.
- 2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.
- 2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.
- 2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

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

ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

- 3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget. The Construction Manager shall not be held liable for cost overruns to the construction budget, unless they are the direct result of the Construction Managers negligence. However, if the bid results are five percent (5%) or greater than the budget, than, without additional compensation, the Construction Manager will make recommendations to the District and Architect for measures to reduce the Estimate of Construction Costs to conform to the Construction Budget for the Project.
- 3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.
- 3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.
- 3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.
- 3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

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

ARTICLE 4 BASIS OF COMPENSATION AND PAYMENT

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

4.1 BASIC COMPENSATION FEE.

4.1.1 The Construction Manager shall receive a Construction Management fee ("C/M Fee"), for all Construction Management Services for the Project. The amount of the C/M Fee has been determined on the basis of six and on half percent (6.5%) of the cost of the Trade Contracts for the Project, currently estimated to be \$3,581,900 for an estimated C/M Fee of \$232,823. If the Construction Cost Budget is revised, during the preconstruction phase of the project, with the concurrence of the District, this agreement shall be amended with a revised budget and the C/M fee shall be adjusted according to the fee percentage. Prior to the completion of the project, the C/M fee shall be adjusted on the value of all trade contracts and change orders. District shall compensate Construction Manager for the services required hereunder, as follows:

- 4.1.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$69.847
- 4.1.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$151,335
- 4.1.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$11,641

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$525,215.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

- 4.2.1.1 <u>Pre-Construction Invoicing</u>. Construction Manager shall invoice 30% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.
- 4.2.1.2 <u>Construction Invoices</u>. Construction Manager shall invoice 65% of the Basic Services Fee in equal monthly increments during the Construction Phase.
- 4.2.1.3 <u>Project Retention</u>. Construction Manager shall invoice 5% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project or at project substantial completion, whichever comes first.

4.2.2 GENERAL CONDITIONS PAYMENT.

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

4.3.2 PAYMENT OF INVOICES.

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

4.4 ADDITIONAL COMPENSATION.

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

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

ARTICLE 5 GENERAL CONDITIONS

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

In no event shall the General Condition costs exceed \$525,215, unless the completion date of the project is exceeded by no negligence caused by the Construction Manager.

All General Condition costs associated with the preconstruction and construction services are inclusive within the value as defined in Article 4.1.2. All reimbursable expenses shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

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

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

6.2 CONTINUANCE OF WORK.

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

6.3 ABANDONMENT OF A PROJECT.

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

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

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

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

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

6.5 DELIVERY OF DOCUMENTS.

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

ARTICLE 7 INDEMNIFICATION

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

- (a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and
- (b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manger upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District:
- (c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manger's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The Construction Manager shall not indemnify the District's Architect or Design Consultants.

ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

- 8.1 <u>Successors and Assigns</u>. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.
- 8.2 <u>Corporate Status</u>. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.
- 8.3 <u>Conflict of Interest</u>. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 8.4 <u>Conflict of Employment</u>. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is cuased by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.
- 8.5 <u>Fiduciary Responsibilities</u>. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficent business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interst of the Owner.

ARTICLE 9 APPLICABLE LAW

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

ARTICLE 10 <u>CONSTRUCTION MANAGER NOT AN OFFICER</u> OR EMPLOYEE OF DISTRICT

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

ARTICLE 11 INSURANCE

- 11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by an subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- (a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).
- (b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned and hired vehicles;
 - 2. Blanket contractual:
 - 3. Broad form property damage
 - 4. Products/completed operations; and
 - 5. Personal injury.
- (c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.
- 11.2 Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

ARTICLE 12 EXTENT OF AGREEMENT

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

CONSTRUCTION MANAGER: DISTRICT: Riverside Community College District Tilden-Coil Constructors, Inc. Brian Jaramillo James L. Buysse Vice Chancellor President

the day and year first written above.

3612 Mission Inn Ave

Riverside, CA 92501

The parties, through their authorized representatives, have executed this Agreement as of

Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

EXHIBIT "B"

REIMBURSABLE EXPENSES AND GENERAL CONDITIONS ESTIMATE

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

EXHIBIT "B" (continued)

1/2



Original: Update: Preconstruction Duration: Construction Duration:

09/09/11

15.00 Months 10.00 Months 43.00 Weeks

INFRASTRUCTURE PROJECTS (RIVERSIDE/NORCO) General Conditions Estimate

	1		I		General	Owner	Ι
Description	Qty	Unit	Unit Cost	Total	Conditions	Expense	By Others
	_	PRECO	ONSTRUCTION		37		
Preconstruction Manager	_				X	-	
Senior Estimator BIM Manager	_				Х	-	
Project Manager	_						
Project Engineer	_				X		
Preconstruction Coordinator	-				x		
Materials/bluprints/plans	-						
Legal Advertising					X		
Edga Advarrang					- 7.	-6	
PRECONSTRUCTION SUB-TOTAL							
		CONSTR	UCTION LABOR	li .	17. 170		2
Supervision					X		
Project Manager					X		
Project Engineer					X		
Project Administrative Assistant					X		
General Labor							Х
CONSTRUCTION LABOR SUB-TOTAL							
	CONSTR	UCTION MA	TERIAL / REIMB	URSABLES	12		
General Clean Up (labor & bins)					10		Х
Final Clean Up					Х		
Punch List					Х		
Safety Measures					X		
Traffic Control / Signage					Х		Х
promodul - continuous modulas.					Х	7	
Trailer Rental & Expenses (2 trailers) Trailer Mobilization & Set up & tear down	_				X		
Trailer Alarm (includes commissioning)	_				X		
Caretaker/Security	-				^	X	
Signs & Bulletin Boards	-				X	^_	
						()	
Toilets / Hand Wash (x4)					X		
Trash Bins					X		
Storage Bins					X		
Fencing					Х		
Temp Lighting							X
Extend Temp Utilities					Х		
Management Fuel					X		
Supervision Fuel					x		
Equipment Fuel					,		X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios							X
Management Vehicle					X		
Supervision Vehicle					X		
				((
Document Archive / Storage					Х		
Blueprints/Plans					X		
Photos/Film/Video					X		
Surveying					Х		
C.P.M. Schedule					Х		
Material Testing		7	-	37		Х	

EXHIBIT "B" (continued)

2/2



Original: Update: Preconstruction Duration: Construction Duration: 09/09/11

15.00 Months 10.00 Months 43.00 Weeks

INFRASTRUCTURE PROJECTS (RIVERSIDE/NORCO) General Conditions Estimate

Special Inspections							Х	
Soils Testing							Х	
Daily Work Transcriptions						Х		
Internet Services (2 sites)				4		Х		
Telephones (2 sites)						Х		
Pay Phones							Х	
Cellular Phones						Х		
Water						Х		4
Hydrant Meters (2 sites)						Х	į.	j.
Power (2 sites)						Х		
Office Equipment						Х		
Office Supplies						Х		7
Office Cleaning						Х		
Drinking Water						Х		
Postage/Shipping						Х		
Permits/Fees/Licenses						l l	Х	
Course of Construction Insurance							Х	
Professional Errors & Omission Insurance						Х		
District Directed Reimbursable Allowance	1	Is	\$ 10,000	\$	10,000.00		Х	1

Total General Conditions Estimate: \$ 525,215

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PSOMAS

THIS AGREEMENT is made and entered into on the 15th day of November, 2011, by and between PSOMAS hereinafter referred to as "Engineer" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- 1. Scope of services: Reference Exhibit I, attached.
- 2. The services outlined in Paragraph 1 will primarily be conducted at Engineer's office(s), and on site at the Norco College and Riverside City College.
- 3. The services rendered by the Engineer are subject to review by the Associate Vice Chancellor of Facilities Planning and Development or his designee.
- 4. The term of this agreement shall be from November 16, 2011, to the estimated completion date of December 31, 2014, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Engineer.
- 5. Payment in consideration of this agreement shall not exceed \$512,797 including reimbursables. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning and Development, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning and Development.
- 6. All data prepared by Engineer hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Engineer shall have the right to retain copies of all such data for Engineer records. District shall not be limited in any way in its use of such data at any time provided that any such use which is

PSOMAS Utility Infrastructure Project Norco College and Riverside City College not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Engineer shall be indemnified and defended against any damages resulting from such use. In the event the Engineer, following the termination of this Agreement, desires to use any such data, Engineer shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning and Development, who will obtain approval from the Board of Trustees before releasing the information requested.

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

PSOMAS Utility Infrastructure Project Norco College and Riverside City College

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

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

PSOMAS	Riverside Community College District		
Sean P. Vargas Vice President, Principal 1500 Iowa Ave. Suite 210 Riverside, CA 92507	James L. Buysse Vice Chancellor Administration and Finance		
Date:	Date:		

Exhibit I

Scope of Services

Subject: Fee Proposal – Engineering Services

Utility Infrastructure Project at Norco College and Riverside City College

SCOPE OF PROJECT:

The Project shall consist of Utility Infrastructure improvements on the following colleges of the Riverside Community College District (RCCD):

Riverside City College \$3,703,000Norco College \$1,414,000

The Estimated Combined Utility Infrastructure Construction Budget totals \$5,117,000.00.

The project will be designed and processed for approval by the Division of State Architect (DSA). It is assumed for purposes of this proposal that the Project will be bid as a single contract.

Riverside City College - Electrical Scope of Services Understanding

The scope of services for the Riverside City College project will encompass a new campus owned 15kV main switchgear with metering section and feeder sections. A new 15kV loop will be formed originating from this switchgear to serve the upper campus and loop around to feed the buildings on the east side of campus. A 15kV radial feeder will provide service to a primary selective system and extend along the lower west side to feed the existing and future loads of the campus along Magnolia Avenue.

Norco College - Mechanical Scope of Services Understanding

The college currently has three central plants and the objective of this project is to connect the plants hydraulically together via underground chilled water and heating hot water lines. Our scope will also evaluate the pipe sizing for flow-restrictions and provide details to make changes to improve the flow efficiency. Necessary controls will also be included in our design to improve the efficiency of the plants.

The project will be designed and processed for approval by the Division of State Architect (DSA). It is assumed for purposes of this proposal that the Project will be bid as a single contract.

SCOPE OF SERVICES

Prime Consultant Services (PSOMAS):

Psomas' Basic Services shall be consistent with the District's Standard Agreement.

Psomas team shall keep the District informed about the progress of the work. Psomas will be the lead prime consultant on this contract and will provide the following oversight and management of this effort including:

- Meeting attendance (up to twice a month) for this work, for the duration of the project, (127 weeks).
- Weekly consultant coordination and schedule updates at regularly scheduled meetings.
- Overall monthly contract billing, processing, and accounting.

I. Riverside City Campus – Electrical (P2S)

General Project Scope of Services:

P2S will provide the project Mechanical, Plumbing, and Electrical engineering as defined:

Common Scope of Services

- 1. Coordinate among disciplines on the design team.
- 2. Provide necessary assistance in reviewing cost estimate prepared by others.
- 3. Provide construction specifications.
- 4. Provide updated rough order magnitude estimated construction costs.
- 5. Attend design review meetings with design team.
- 6. Provide drawing submittals at 50% and 90% and 100% construction drawings phase. Provide prints to design team for compilation of documents at each submittal.
- 7. Implement approved value engineering and constructability design revisions.
- 8. Provide necessary paperwork for obtaining CCC/IOU partnership incentives as applicable.
- 9. Provide stamped prints and specifications for submittal to DSA department. Provide corrections to DSA submittals as necessary. Attend back check reviews at DSA as necessary.

Riverside City College - Electrical Scope of Services

- 1. Provide field investigation to determine existing conditions and point of connection for the proposed electrical service.
- 2. Provide construction documents for new 12kV main switchgear and feeder sections. Develop a single line diagram and site distribution plan based on load information gathered as part of our Utility Infrastructure Master plan dated June 7 2010. Proposed routing of utility ducts will be established by coordinating with other major site

- services. Power will be distributed throughout the campus with the use of selector switches.
- 3. Provide demolition plans for the removal of the existing oil fused cutout switches in the Student Center, Life Science, Physical Science, and the Quadrangle Buildings and replace with load interrupter switches and new 12kV-277/480 or 12kV-120/208V transformers.
- 4. Coordinate with utility company for new service requirements. Provide necessary documentation to receive approval.
- 5. Provide demolition plans for the removal of overhead power lines.
- 6. Provide short circuit and load flow studies.
- 7. Provide design documentation for a wireless multi-metering system throughout the campus.
- 8. Provide manhole elevations, schedules and details.

II. Norco College - Mechanical Scope of Services (S&K)

General Project - Scope of Services:

S&K will provide the project Mechanical, Plumbing, and Electrical engineering as defined

- 1. Basic: Interconnection of Central Plants (Scope A)
- a. Provide ME Consulting Engineering Services to connect two existing chilled water central plants. The interconnecting piping will be direct burial steel pipe with polyurethane foam insulation and an HDPE jacket. The piping will be routed directly between the central plants following the existing asphalt roadway. The pipe will be sized to allow operation for projected campus build out of additional buildings. The following tasks are included:
 - (1) Obtain central plant drawings
 - (2) Obtain site utility drawing
 - (3) Review existing drawings
 - (4) Determine best Points of Connection
 - (5) Possible revisions to piping to accommodate POCs
 - (6) Provide controls/sequence of operation for changeover of water flow
 - (7) Prepare drawings and specifications for bid purposes
 - (8) Provide estimate of project construction costs
- 2. Enhanced: Energy Savings (Scope B)
- a. Provide ME Consulting Engineering Services to assure maximum efficiency can be obtained from interconnecting the two existing central plants. The following tasks are included:
 - (1) Determine approximate actual current loads consult with operating personnel, review operational records and possibly drawings for individual buildings (we do not include doing any actual load calculations for existing buildings)

- (2) Estimate Load Profile for each central plant and whole campus
- (3) Ascertain existing chiller efficiencies review submittal data
- (4) Review current pumping strategy and pump efficiencies
- (5) Determine most efficient use of existing chillers and pumps
- (6) Determine if new pumps and pumping arrangement can provide worthwhile energy savings
- (7) Provide estimate of construction costs
- (8) Provide drawings and specifications showing recommended changes to achieve energy savings, including piping modifications and new sequence of operation. Documents will be suitable for bidding.

3. Study: New Water Cooled Central Plant (Scope C)

- a. Provide ME Consulting Engineering Services to determine costs and energy savings that can be achieved by converting part or all of existing central plants to new central plant with water cooled high efficiency chillers. As discussed with the college, the following are three options that come quickly to mind that are deserving of study:
 - (1) One chiller at 250 tons
 - (2) Two chillers, total of 400 tons (could be 100 + 300 or 150 + 250)
 - (3) Two chillers, total of 500 tons (could be 100 + 400 or 150 + 350)
 - b. We propose to provide a brief report showing how these options (or what is shown to be the best option) can be implemented. We will also provide a Life Cycle Study including simple payback. Much of the information required to perform this study will have been gathered in Scope B Enhanced.

III. Both Colleges – Common Scope of Services (Psomas/ P2S / S&K)

Common Design Scope of Services

- 1. Coordinate among disciplines on the design team.
- 2. Provide necessary assistance in reviewing cost estimate prepared by others.
- 3. Provide construction specifications.
- 4. Provide updated rough order magnitude estimated construction costs.
- 5. Attend design review meetings with design team.
- 6. Provide drawing submittals at 50% and 90% and 100% construction drawings phase. Provide prints to design team for compilation of documents at each submittal.
- 7. Implement approved value engineering and constructability design revisions.
- 8. Provide necessary paperwork for obtaining CCC/IOU partnership incentives as applicable.
- 9. Provide stamped prints and specifications for submittal to DSA department. Provide corrections to DSA submittals as necessary. Attend back check reviews at DSA as necessary.

Common Engineering Support During Construction

- 1. Attend pre-bid job walk and respond to any RFC's from the bidders. Include any necessary addendums for clarification in the course of the bid process.
- 2. Attend pre-construction meeting.
- 3. Respond to contractor's RFI's
- 4. Review shop drawings and submittals
- 5. Attend twenty two (22) construction meetings, including site observations. Provided site
 - observation reports
- 6. Provide punch list at project completion.
- 7. Provide Record Drawings from contractor's red-line drawings.

Common Deliverables

Deliver the following items to the District:

- 1. One (1) set of reproducibles and two (2) hard copy sets of Drawings.
- 2. One (1) unbound set of Specifications and (2) bound sets of Specifications.
- 3. AutoCAD file versions of the Drawings on a compact disk.
- 4. Electronic PDF versions and three (3) additional sets of Drawings and Specifications for DSA submittals.
- 5. Up to three (3) additional copies of the Drawings and Specifications, if requested.

FEES / COMPENSATION:

Basic Services:

The Estimated Infrastructure Construction Budget Cost is \$5,117,000.00. Psomas proposes to provide basic services described herein for a Firm Fixed Price (FFP) per the Exhibit "B" Fee Summaries as follows:

Riverside City College – Exhibit "B1":	\$286,710.00
Reimbursables	\$14,336.00
Subtotal	\$301,046.00
Norco College – Exhibit "B2":	\$120,620.00
Reimbursables	\$6,031.00
Subtotal	\$126,651.00
Additional Services for Unforeseen Conditions:	\$85,000.00
TOTAL CONTRACT:	\$512,797.00

Additional Services for Unforeseen Conditions:

Additional Services Allowance – A budget allowance for unforeseen additional engineering services has been provided. These services are not definable at this time, but may include the items identified below.

The District may request additional services, or may request changes in the sequence, timing, manner, or scope of services. As additional services or changes to services are requested by the District, this Agreement may be modified subject to mutual consent by execution of an addendum by authorized representative of both parties, setting forth in writing the addition or change in services to be performed, the performance time schedule, and the additional compensation for said services. The standard hourly rates shall apply to such additional services.

• Topographic Design Surveys –May be needed if the District cannot shall furnish the Psomas team with an engineering survey and topography of the Site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; and information in the District's possession concerning available service and utility lines, both public and private.

• Utility Potholing:

This work includes using a qualified Potholing Contractor to coordinate permission to enter property, and walk the site previous to excavating, to confirm pothole locations. Prepare vacuum excavation to "Top of Pipe", measure depths, pipe size, and photograph, then back-fill, compact and place "marker" (feather, lathe stake or survey nail). Prepare a "Subsurface Utility Report" with data, photos and pothole locations map exhibit. Note that minimal traffic control or asphalt patching is anticipated.

Proposed Payment Schedule:

Fee progress payments for the Firm Fixed Price (FFP), shall be calculated as follows:

Phase	Percentage of FFP
A. Schematic Design Phase: Upon completion of the Schematic Design	15%
Phase, and approval by District, a sum equal to the following percentage of the FFP	
B. Design Development Phase: Upon completion of the Design	10%
Development Phase, and approval by District, a sum equal to the following percentage of the FFP	
C. Fifty Percent Construction Document Phase: Upon completion and	15%
approval by District, a sum equal to the following percentage of the FFP	
D. One Hundred Percent Construction Documents Phase: Upon	25%
completion of the construction documents, including Architect's "in-	
house check" and District's approval, a sum equal to the following	
percentage of the FFP	
E. Construction Documents Stamped by the Division of the State	5%
Architect (DSA):	
Upon approval of District, State and constructability review corrections in	
the construction documents by DSA and District, a sum equal to the	
following percentage of the FFP	

F. Award of Construction Contract: Upon award of contract for	5%
construction of the Project, or portions thereof, a sum equal to the	
following percentage of the FFP	
G. Observation of Construction Phase: Based on the construction	5%
progress:	
1. Upon completion of 25 percent of the construction contract, a sum	
equal to the following percentage of the FFP	
2. Upon certification of Contractor's Payment Application for completion	5%
of 50 percent of the construction contract a sum equal to the following	
percentage of the FFP	
3. Upon certification of Contractor's Payment Application for completion	5%
of 75 percent of the construction contract a sum equal to the following	
percentage of the FFP	
4. Upon certification of Contractor's Payment Application for completion	10%
of 100 percent of the construction contract, acceptance by District, and	
District's receipt of the documents described below (Items a, b c) a sum	
equal to the following percentage of the FFP to	
a. Record drawings required guarantees, and instruction books	
b. Final verified Progress Report (Title 24 California Code of Regulations	
Section (4-336)	
c. All change orders showing the approval of the DSA.	

SCHEDULE:

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

Outilied below	
Notice to Proceed:	TBD
Schematic Design:	6 weeks
Review and Approval:	2 weeks
Design Development:	4 weeks
District Review and Approval:	1 week
Construction Documents 50%:	8 weeks
District Review and Approval	2 weeks
Construction Documents 95%:	8 weeks
District Review and Approval:	1 week
DSA Review and Approval:	31 weeks
Bid Period, Board Approval & Contract Award	16 weeks
Construction Period	44 weeks
Closeout	4 weeks

TOTAL: 127 weeks

Psomas - Civil Engineering, Surveying, Geospatial Services

Rates for Services are Effective from December 1, 2009 – December 31, 2012

Hourly Rates

Office Services

\$ 75-85	- Word Processors and Project Assistants
\$ 85-105	- Drafters, Design Drafters, and Assistant Planners
\$ 85.00 - \$120.00	- Staff Surveyors/CADD Technician/GIS Technicians
\$ 105 -145	- Planners, Engineers and Surveyors
\$120.00 - \$150.00	- Project Engineers/ Project Surveyors/GIS Specialist
\$ 150-195	- Planning and Entitlements, Principals
\$150.00 - \$165.00	- Sr. Project Surveyor/Sr. GIS Specialist
\$165.00 - \$195.00	- Sr. Project Manager/Technical Manager

Field Services

\$165	One-man survey party
\$242	Two-man survey party
\$355	Three-man survey party
\$145	Field Supervisor

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

S&K Engineering

HOURLY RATE SCHEDULE						
CLASSIFICATION	RATE PER HOUR					
	2011	2012	2013	2014		
Principal	\$259	\$272	\$286	\$300		
Project Manager / Senior Engineer	\$214	\$225	\$236	\$248		
Engineer / Senior Designer	\$185	\$194	\$204	\$214		
Designer	\$162	\$170	\$179	\$188		
Drafter / CAD operator	\$116	\$122	\$128	\$134		
Clerical	\$87	\$91	\$96	\$101		

Exhibit B1

FEE SCHEDULE

EXHIBIT B1 - Riverside City Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT SLIDING SCALE FOR PROFESSIONAL FEES

Construction Cost (JCAF) \$ 3,703,000

Basic Services:				T
Tier Cons	struction Value	Fee %	Cumulative	Fee
First	\$500,000	9.00%	\$500,000	\$45,000
Next	\$500,000	8.50%	\$3,203,000 \$500,000	\$42,500
Next	\$1,000,000	8.00%	\$2,703,000 \$1,000,000	\$80,000
Next	\$4,000,000	7.00%	\$1,703,000 \$4,000,000	\$119,210
Next	\$4,000,000	6.00%	\$4,000,000	
Remaining Bala	nce \$10,000,000	5.00%		
Reimbursable E	xpenses (5% of Desig	jn)		\$14,336
			Subtotal Basic S	Services: \$301,046

Enhanced Services:		
A&E LEED Documentation	\$	
LEED Commissioning	\$	
Fire Sprinkler System Design	\$	
Security by Design	\$	
IT/AV Design	\$	
Landscape Design	\$	
Psomas (1% Prime) - for Reg.Mtng. Attendance, Mnthly Contract Mngmnt & PM Coord		
Reimbursable Expenses	\$	
Subtotal Enhanced Services	\$	₩ .
Total All Services	:	\$301,046

Exhibit B2

FEE SCHEDULE

EXHIBIT B2 - Norco Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT SLIDING SCALE FOR PROFESSIONAL FEES

Construction Cost (JCAF 32)

\$ 1,414,000

es:	т т			r	-1-	
Construct	ion Value	Fee %	Cumula	itive	Fee	
	\$500,000	9.00%	\$500,0	00		\$45,000
			\$914,0	00		
	\$500,000	8.50%	\$500,0	00	8	\$42,500
			\$414,0	00		
	\$1,000,000	8.00%	\$1,000,0	000		\$33,120
	\$4,000,000	7.00%	\$4,000,0	000		
	\$4,000,000	6.00%	\$4,000,0	000	200	
Balance	\$10,000,000	5.00%				
le Expens	ses (5% of Desig	gn)		-16		\$6,031
				ubtotal Basic		\$126,651
	Balance	\$500,000 \$500,000 \$500,000 \$1,000,000 \$4,000,000 \$4,000,000	\$500,000 9.00% \$500,000 8.50% \$1,000,000 8.00% \$4,000,000 7.00% \$4,000,000 6.00%	\$500,000 9.00% \$500,00 \$914,000,000 \$4,000,000 \$4,000,000 \$300,000 \$4,000,000 \$300,000 \$4,000,000 \$	\$500,000 9.00% \$500,000 \$1,000,000 \$1,000,000 \$44,000,000 \$44,000,000 \$300,000 \$44,000,000 \$3	Construction Value Fee % Cumulative Fee \$500,000 9.00% \$500,000 \$914,000 \$500,000 8.50% \$500,000 \$414,000 \$1,000,000 8.00% \$1,000,000 \$4,000,000 7.00% \$4,000,000 \$4,000,000 \$6.00% \$4,000,000

Subtotal Enhanced Services	\$	35
Reimbursable Expenses	\$	
Psomas (1% Prime) - for Reg.Mtng. Attendance, Mnthly Contract Mngmnt & PM Coord.		
Landscape Design	\$	
IT/AV Design	\$	
Security by Design	\$	
Fire Sprinkler System Design	\$	
LEED Commissioning	\$	
A&E LEED Documentation	\$	
Enhanced Services:	g	

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Agenda Item (VIII-D-2)

Meeting 11/15/2011 - Regular

Agenda Item Committee - Facilities (VIII-D-2)

Subject Change Order for Wheelock Gymnasium, Seismic Retrofit Project

College/District Riverside

Funding Project Budget - State Construction Act Funds and Riverside City College Allocated

Recommended

Action

It is recommended that the Board of Trustees approve Change Order No. 5 with Inland Building Construction Company in the amount totaling \$484,710.05 for the Wheelock Gymnasium, Seismic Retrofit project at the Riverside City College; approve the change order in excess of ten

percent (10%) by a total of \$482,696.72 with Inland Building Construction Company.

Background Narrative:

On April 28, 2009, the Board of Trustees approved multiple prime construction for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College. Also approved was an agreement with Tilden Coil Constructors, Inc. for construction management services for the project. On May 25, 2010, the Board of Trustees approved award of bids for eleven (11) scopes of work in the amount of \$13,469,446. On June 15, 2010, the Board of Trustees approved the last scope of work, Asbestos/Lead Abatement in the amount of \$107,000.

Staff now requests approval of Change Order No. 5 with Inland Building Construction Companies in the total amount of \$484,710.05, totaling Inland Building Companies contract to \$3,229,669.72, exceeding the allowable contingency by a total amount of \$482,969.72. A description of change order work is noted in the attached Change Order Summary.

Prepared By: Cynthia Azari, President, Riverside City College

Norm Godin, Vice President

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction

Attachments:

Change Order Summary - Wheelock Gymnasium, Seismic Retrofit 11-15-11

Riverside Community College District Facilities Planning, Design and Construction Riverside Wheelock Gymnasium, Seismic Retrofit

CHANGE ORDER SUMMARY

Change Order: 5

Contractor: Inland Building Companies

a Bananig Companies			
Contract Amount:	\$	2,497,000.0	00
Change Order No. 1 Amount	\$	148,774.0	60
Change Order No. 2 Amount	\$	27,154.2	27
Change Order No. 3 Amount	\$	57,004.8	87
Change Order No. 4 Amount	\$	15,025.9	93
Change Order No. 5 Amount:	\$	484,710.0	05
Revised Contract Sum:	\$	3,229,669.	72
Original Contract Contingency:	\$	249,700.0	00
Remaining Contract Contingency:	\$	-482,969.	
Change Order No. 5 Description:			
Plaster on new wing walls at grid lines A& (Bulletin #04)	έK		\$36,902.76
Requested by: Unforeseen Conditions Accountability: District			
Existing window infill metal stud and plas (Bulletin #12)	ter		\$8,153.49
Requested by: Error/Omission Accountability: Architect			
Additional furring on the basement walls (Rooms 102, 103, 110, 107) (Bulletin #6) Requested by: Differing Requirements Accountability: Architect			\$16,448.92
Wall revision between 207A and 207B (RFI #074)			\$209.99
Requested by: Error/Omission Accountability: Architect			
Metal stud infill at grid line 14 (RFI #069)			\$317.17
Requested by: Error/Omission Accountability: Architect			
Furring at the mdf room 109 (RFI #178) Requested by: Differing Requirements Accountability: Architect			\$557.96
Demo/reframing of existing window taper Storefront (RFI #182) Requested by: Unforeseen Conditions Accountability: Architect	s for n	ew	\$52,354.90

Existing wall furring in office 101 (RFI #193) Requested by: Error/Omission Accountability: Architect	\$3,495.34
Additional soffit framing in room 103 (RFI # 257) Requested by: Differing Requirements Accountability: Architect	\$2,647.54
Additional soffit framing in room 101 (RFI # 258) Requested by: Differing Requirements Accountability: Architect	\$1,977.21
Additional soffit framing in room 217 (RFI #335) Requested by: Differing Requirements Accountability: Architect	\$3,071.45
Framing and insulation revisions for wall layout modifications (Bulletin #22) Requested by: Error/Omission Accountability: Architect	\$1,845.28
Soffit reframing revisions in room 216/219 (RFI # 538) Requested by: Unforeseen Conditions Accountability: Architect	\$406.97
Side wall removal for wall waterproofing (Bulletin #35) Requested by: Unforeseen Conditions Accountability: Architect	\$1,230.55
Existing plaster removal and replacement Requested by: Unforeseen Conditions Accountability: Architect	\$350,000
Tower roof lines and cornice alignment (RFI #438) Requested by: Unforeseen Conditions Accountability: Architect	\$1,895.53
Cornice detail revisions (Bulletin #031) Requested by: Unforeseen Conditions Accountability: Architect	\$1,952.70
Infill of type E doors at grid line A & K (RFI #446) Requested by: Unforeseen Conditions Accountability: Architect	\$1,242.29

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Agenda Item (VIII-D-3)

Meeting 11/15/2011 - Regular

Agenda Item Committee - Facilities (VIII-D-3)

Subject Amendment No. 1 with PSOMAS for ADA Transition Plan and Implementation (Phase I) Project

College/District District

Funding District Allocated Measure C Funds

Recommended

Action

It is recommended that the Board of Trustees approve Amendment No. 1 with PSOMAS in an amount not to exceed \$44,619.70 for the ADA Transition Plan and Implementation (Phase I)

project.

Background Narrative:

On September 21, 2010, the Board of Trustees approved multiple items for the District-wide ADA Transition Plan and Implementation (Phase I) project inclusive of approval of using Construction Management Multiple Prime contracting; a tentative project budget in the amount of \$6,360,000 using District Measure C funds; an agreement with Tilden-Coil Constructors, Inc. for construction management multiple prime services in an amount not to exceed \$928,486; and an agreement with PSOMAS for engineering and architectural services in an amount not to exceed \$324,578.20.

Staff now request approval of Amendment No. 1 with PSOMAS in an amount not to exceed \$44,619.70. The amendment includes re-scoping efforts for the ADA Transition Plan and Implementation (Phase I) project requested by the District. The amendment is attached for the Board's review and consideration. The additional engineering and architectural services with PSOMAS brings their agreement total to \$369,197.90.

Prepared By: Tom Harris, Acting President, Moreno Valley College

Debbie DiThomas, Interim President, Norco College Cynthia Azari, President, Riverside City College

David Bobbitt, Interim Vice President, Business Services Laurens Thurman, (Interim) Vice President, Business Services

Norm Godin, Vice President

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Bart Doering, Director, Construction

Attachments:

Amendment No. 1 - PSOMAS 11-15-11

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND PSOMAS

(ADA Transition Plan and Implementation - Phase I Project)

This document amends the original agreement between the Riverside Community College District and PSOMAS, which was originally approved by the Board of Trustees on September 21, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$44,619.70, including reimbursable expenses. PSOMAS agreement, including amendment and reimbursable expenses, now totals \$324,578.20. The term of this agreement shall be from the original agreement date of September 22, 2010, to the completion of the project. 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 Amendment (1) as of the date written below.

PSOMAS	DISTRICT
By:	By:
Bruce Kirby, PE	James L. Buysse
Vice President	Vice Chancellor
555 South Flower St., Ste. 4400	Administration and Finance
Riverside, CA 92501	
Date:	Date:

DOOMAA

Exhibit I

Project: ADA Transition Plan and Implementation - Phase I

SCOPE OF SERVICES:

PSOMAS will provide additional services as requested and provided to the District for Accessibility Master Planning Services in Support of the Riverside Community College District (RCCD) ADA Transition Plan and Implementation – Phase I for the following Colleges:

- Moreno Valley College
- Norco College
- Riverside City College
- District Office Support Facilities

SCOPE OF WORK:

TOTAL TIMELINE (Jan 10, 2011 to March 25, 2011) = (10) weeks The title of this amendment is "Rescoping Efforts" however, this amendment includes all (4) of the Items related and listed below. While the Rescoping (Item No.1) is only 3.5 weeks, the entire effort (Items 1-4) for this amendment lasted (10) weeks total.

1. January Rescoping Effort:

Based upon the January 7, 2010 meeting, the team reviewed the DSA San Diego Letter dated December 21st regarding the Code Interpretation. RCCD agreed due to the potential risk of project delay related to the DSA approval process, that this interpretation would require the PSOMAS / BOA team to re-evaluate the Phase I Barrier removal project involving restrooms. This rescoping effort re-evaluated the project with the understanding that any restroom upgrades would require an upgrade the entire path of travel, (interior and exterior), through the building and to the closest ADA parking stalls.

The Re-scoping Effort included revisions to scope a project primarily inclusive of facilities having restrooms that were adjacent to primary Paths of Travel. This effort included preparing and providing campus maps, and tables for use and review by the RCCD User Group.

This (3.5 week) effort (from Jan 10-Feb 2) was presented at the Feb 2, 2011 meeting for confirmation.

2. List of Omissions:

Based upon February 2, 2011 meeting, the RCCD staff along with the RCCD's Office of Diversity / Equity, and Compliance Team evaluated our Rescoping Effort and requested a List of Omissions that quantity the items that would not be completed per the original scope of work. This effort included preparation of two sets of binders, each with an analysis covering all three Colleges and the District

Offices.

This (1) week effort (Feb 3 to Feb 10) was presented at the Feb 11, 2011 meeting for confirmation. The Rescoped Project was accepted, with authorization to proceed.

3. Initial Rescope Effort

Based upon the February 11th authorization to proceed (above), the design team began preparation of the new Rescoped Project plans.

This (2.5) week effort (Feb 11 to Mar 4th) included re-defining existing plan sets and determine which portions could be utilized in the new rescoped package.

4. Back Pocket Estimate:

Based upon March 4, 2011 meeting, the RCCD staff requested a "Back Pocket Estimate" that would quantify the projected capital costs to the District to address all the paths-of-travel (per DSA San Diego interpretation.) This theoretical estimate would be useful in future discussions with DSA and the RCCD Board. No estimate was provided during a Programing Phase prior to Plan preparation, so this was a significant effort, and the estimate to be provided at an upcoming meeting.

This was a (2) week effort (Mar 7 to Mar 17).

5. Revised Scope Design Package:

Based upon March 18, 2011 meeting, PSOMAS / BOA agreed that Rescoped Project required less civil design work and that a large portion of the Rescoping Effort could be absorbed by the design team. The Team proceeded with creating the multiple (5) plan package and targeted an April 15th review package. This effort was stopped based upon the March 25, email from Orin Williams. In this email "Craig Rush" agreed that our project was a 'voluntary' project, and he would assist us in redirecting his staff. No appeal will be needed. RCCD directed the PSOMAS / BOA Team to go back to the original scope.

This was a (1) week effort. A copy of the draft Rescoped Civil plans was provided for your reference.

RESCOPING AMENDMENT STRATEGY: (added for clarity):

It was discussed in January that the additional Rescope Effort would ultimately be addressed by using a portion of the \$50,000 Contingency Item. Or, the Team offered to reduce the overall scope of the project (construction cost) to meet the remaining design fee.

This was applicable until the Project was directed back to the Original Project Scope on March 25, 2011.

CONTRACT FEE ANALYSIS

Using the Contract language (Article X, Compensation), the original contract fee structure includes:

- Using the Contract Documents Phase represents 40% of the total contract, or (40%) of \$261,578.20 = \$104,631.28.
- Using the original project schedule that requires the Contract Document Phase to meet the following original dates: Dec. 17, 2010 to Mar 29, 2011, or (14-weeks)
- Using the original existing team our original manpower rate to produce \$104,631.28 of design in (14) wks. would have required = \$7,473.66 per week, or \$29,894.64 per month.

The Rescoping Effort then was calculated:

- Our new efforts described in this amendment extended from Jan 10, 2010 to March 25, 2010 or (10 weeks).
- Therefore, our efforts are represented by (10) weeks (x \$7,473.66) = \$74,736.60
- Reimbursables = \$2,113.70

We understand that RCCD anticipated an 8-week effort at a reduced manpower rate of \$21,523.00 per month, and therefore agrees to a reduced fee of \$42,506.00.

Therefore, in an effort to be sensitive to the needs and budgets of RCCD and to illustrate our commitment to be a "team player" on this project, we have agreed to the revised following final fee amounts:

Rescoping Design Fees: \$42,506.00 Reimbursables: \$2,113.70

TOTAL RESCOPING AMENDMENT FEE AMOUNT: \$44,619.70



Agenda Item (VIII-E-1)

Meeting 11/15/2011 - Regular

Agenda Item Committee - Resources (VIII-E-1)

Subject IT Audit, Core Network Projects

College/District District

Funding Measure C

Recommended

Action

It is recommended that the Board of Trustees approve the projected budget for the Core Network Projects in the amount of \$4,850,683 using the Measure C allocation for Information

Technology.

Background Narrative:

See the attached background information to the IT Audit, Core Network Projects.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance

Attachments:

IT Audit, Core Network Projects Background Narrative - November 15, 2011

IT Audit, Core Network Projects - Attachment A - November 15, 2011

IT Audit, Core Network Projects - Attachment B - November 15, 2011

IT Audit, Core Network Projects - Attachment C - November 15, 2011

IT Audit, Core Network Projects November 15, 2011

In June of 2010, the Riverside Community College District retained the services of PlanNet Consulting to conduct an assessment or "audit" of all relevant District-wide information technology services, systems and solutions; to analyze and make recommendations as part of a planning initiative and establish the basis for the District's technology roadmap. In its report dated January 28, 2011, PlanNet set forth its findings and recommendations. RCCD's Chancellor then established an IT Implementation Committee (membership noted in Attachment A) and asked the Committee to review PlanNet's report and establish a direction for implementing the IT plan by prioritizing the recommendations contained therein.

The IT Implementation Committee (ITIC) has met and discussed PlanNet's findings and recommendations over the past several months. In so doing, the Committee has worked from PlanNet's "Roadmap," (Attachment B). Said "Roadmap" summarized PlanNet's recommendations into four categories of priority based on the consulting team's sense of urgency and importance.

The ITIC initially reviewed the "Roadmap" for urgency items. Several such items were noted, and these have previously been presented to and approved by the Board. They are:

- 1. PBX hardware refresh (\$251,760) approved on March 15, 2011;
- 2. Network Operations Centers at Moreno Valley College and Norco College Budget Augmentation (\$160,000) approved on June 21, 2011;
- 3. Document Imaging Services and Software for Finance and Human Resources (\$43,000) approved on June 21, 2011; and
- 4. District Web Server Upgrade Equipment (\$93,168.62) approved on June 21, 2011.

Additionally, the Committee also identified a number of items where work had been completed or was in progress. A report on these matters will be presented to the Board in the near future.

As regards the other items, the Committee restructured PlanNet's "Roadmap" into functional categories. At present, they are as follows:

- Core Network Projects
- Organization, Governance, Personnel and Operations
- Voice Infrastructure
- Audiovisual and Instructional Media
- IT Physical Infrastructure (including NOCS)
- Physical Security
- Other Matters

IT Audit, Core Network Projects November 15, 2011 (continued)

In this Board report, we are presenting ITIC's next recommendation which concerns Core Network Projects. The items in this category primarily reflect end-of-life issues where equipment will no longer be supported by vendors.

As the PlanNet Audit Document noted in detail, a major part of the Districts core network technology has come to the end of the manufacture's serviceable life. This means that replacement parts for critical items, such as switches and routers, are no longer manufactured, stocked or supported by the equipment manufacturers. At this point, if a critical network component fails, the District would be forced to try and procure replacement parts from third party hardware vendors who may or may not be able to supply the required components. In some cases, the District may be forced to buy an entire piece of aged hardware for replacement parts. Obviously, this is not a desirable situation for the District in light of the fact that the network has become a mission critical element, central to all District operations. The PlanNet Audit placed the highest priority on the network refresh and upgrade. This is one of the largest and most expensive portions of the audit findings, and it must be coordinated with other District projects such as new construction, secondary effects projects and Network Operation Centers. The staff recommends that the plan presented in Attachment C be approved by the Board to address core network technology issues. The projected cost for this project would be \$4,850,683, and the funding source would be the Measure C set aside for Information Technology.

Attachment A IT Implementation Committee - Membership -

Ashby, Stephen

Beeman, Chani

Brady, Glen

Bravo, Henry

Buysse, Jim (Chair)

Carlson, Chris

Coverdale, John

Cuz, Julio

DiThomas, Debbie

Doering, Bart

Dong, Darren

Finney, Nate

Gilson, Steve

Herman, Rick

Lehr, Janet

Miyashiro, Jim

Paschke, Kathy

Ricard, Ron

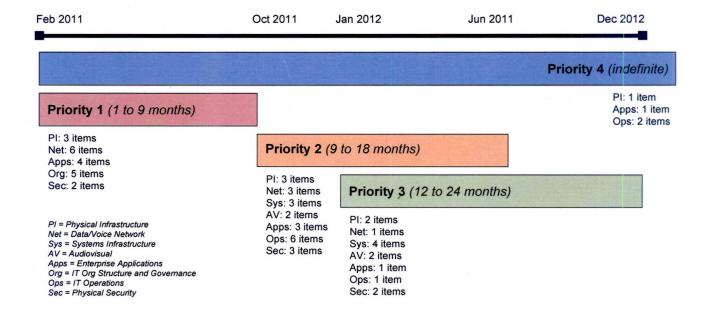
Tillquist, John

Watts, Beth

6.0 Roadmap

PlanNet has arranged the various recommendations into a priority sequence based on urgency and importance, and also with regard to certain project dependencies and the overall pacing of the quantity of projects. The recommendations are shown with a ROM cost estimate that reflects the midpoint of the ROM cost ranges presented in more detail in the Appendix.

It is expected that Priority 1 items would initiate within the next 9 months, beginning in February 2011, with Priority 2 items kicking off over the following 9 months, from November 2011 to Summer 2012. Priority 3 items are a year out, commencing at the beginning of 2012 and carrying through to the end of that year. Priority 4 items do not carry a distinct start date and have indefinite durations.



Many of the following recommendations PlanNet considers mandatory in order to accomplish the fundamental concepts described in this report and to address end-of-life systems. Those mandatory items are indicated with a ▶ in place of the list bullet.

Priority 1

<u>ACTION</u>		ROM COST
•	Engage third-party resource to evaluate Datatel tuning	\$20,000
•	Clarify student email account policies with Microsoft	\$0
•	Repair emergency phones at MVC	funded
•	Update NOC plans based on technical issues in peer review	\$75,000
•	Implement backup and failover for physical security systems	\$80,000
•	Rollout Hershey document imaging to Finance and HR (third party scanning)	\$35,000
•	Local Area Network (LAN) upgrades	\$4,000,000
•	Wide Area Network(WAN) circuit upgrades\$6	65,000 (\$120,000 recurring)
•	Wireless 802.11n network upgrades	\$520,000

	• Norco	\$750,000
	District Offices	\$250,000
Priori	ty 3	
ACTION	•	ROM COST
•	Upgrade conduit and building feeds to mesh/loop topology	funded
•	Consolidate data center operations at RCC	
	Option A: Build new annex at MLK	\$1,720,000
	Option B: Expand Digital Library Server Room	\$1,460,000
	Option C: Build into planned IS space in renovated Physical Science Bldg	funded
•	Virtualize 50% of physical server environment with 10:1 ratio	\$210,000
•	Upgrade enterprise-class storage arrays, single management platform	\$180,000
•	Implement VDI for computer labs	\$1,500,000
•	Implement single sign-on technology	\$0
•	Consolidate to single platform for AV media content creation and distribution	\$200,000
•	Upgrade District security command center and satellite locations	\$200,000
>	Isolate security equipment rooms and restrict access	incl.
•	Perform minor upgrades and promote video conferencing for intra-District meetings	\$50,000
•	Unify help desk and extend service hours during registration periods	\$0
•	Centralize procurement of desk and mobile phones	\$0
•	Revisit Datatel SIS platform decision	TBD
Priori	ty 4	
<u>ACTION</u>		ROM COST
•	Pursue cost-recovery model to charge back services	\$0
•	Reduce copper feed pairs during infrastructure upgrades and renovations	\$0
•	Continue best-value approach to enterprise apps	\$0
•	Establish operating principles for IT focused on customer satisfaction	\$0

• A	pplication performance management tools	\$200,000
▶ ∨	oice system (unified comms) requirements study/specification	\$50,000
• U	pgrade NEC PBXs (Option A from requirements study)	\$380,000 (option)
	dopt formal IT infrastructure standards document	
• E	xpand into RCC Digital Library server room as needed	\$0
	stablish backup Datatel system at MVC	
	estructure college IMC units under District IS	
	entralize microcomputer and systems support for Digital Library under District IS	
	.dd application support/analysts at each college A&R office(2 FTE w/b	
	.dd academic dean of online education(1 FTE w/	
▶ C	harter four new shared governance committees	\$0
Priority	· 2	
<u>ACTION</u>		ROM COST
► U	lpgrade approx 20 telecom rooms	\$420,000
• P	ursue option for dark fiber connectivity between campuses\$7,2	200(recurring monthly)
▶ C	omplete existing NOC plans at Norco and Moreno Valley colleges	funded
▶ E	stablish MVC NOC as DR site for District operations, architect for warm-site failove	r\$60,000
• C	reate college-specific domains in Active Directory structure	\$0
• E	stablish HA clusters for Exchange and SQL with additional nodes at MVC NOC	\$40,000
▶ R	eplace end-of-life AV equipment (projectors)	\$500,000
	mplement network-based AV management platform	
▶ R	eplace VPN concentrator	\$110,000
• R	eplace NEC PBXs (Option B from requirements study)	\$3,300,000 (option)
	dd phones in classrooms	
	valuate Moodle as new hosted and managed LMS platform	
	eplace Adobe Contribute with SharePoint as web CMS	
	eimplement R25 at major release; conduct feature study prior	•
	reate an IT service catalog and define service level agreements	
	nplement mechanism for measuring and reporting IT Operations outcomes	
	everage Footprints Help Desk to enhance inventory reporting and incident analytic	
	reate and fund computer refresh model	
	stablish centralized training program governed by new Enterprise Tech Committee	
	acilitate a business continuity initiative and develop a DR strategy/plan	
	reate physical security Master Plan	
	reate Security Governance Committee	
	nplement "layered" security measures throughout District	γο
- II	RCC	\$ደበበ በበበ
	• MVC	

Core Network Projects

The committee has identified a group of projects that are specific to the core of the network backbone infrastructure and its closely associated server, storage, and wireless devices. Given the fact that the network has become a critical element for the delivery of not only data to desktops, the District and College phone system (including emergency phones), as well as audio/visual delivery to the classrooms and laboratories are dependent on a reliable high speed network. Some of these projects should be given immediate attention and funding combined with the needed staffing resources to begin their implementation while others are ongoing efforts that will require several years to complete.

 Replacement of the main network switches at each college location. These switches (Cisco Catalyst 6509's) are what connect the Colleges to each other as well as the external internet. This equipment has been deemed end of life by the manufacturer and is the highest priority project within the core network projects.

Estimated Cost: \$548,945.00 - This will include major UPS replacements

Estimated Implementation Time: Depending on when this gets approved, the first available time to take the entire network down is 12/17/2011, with two weeks of available time before Winter Session. With Nursing/PhySci and Wheelock projects projected opening dates an integrator will be needed to assist with this or the project will have to wait until the following year.

 Upgrade the Wide Area Network Speeds connecting the Colleges to each other Norco and Moreno Valley Colleges will benefit from the higher network speeds to Riverside and the internet.

Estimated Cost: Included in item #1 above.

Estimated Implementation Time: This should be done in tandem with the replacement of the main network switches (item #1).

3. Replace Virtual Private Network (VPN) concentrator. These devices are what allow secure access through the District firewall so that administrative staff and authorized vendors can connect to protected resources such as Datatel and network hardware for offsite work and support. The current VPN concentrator is at end of life and needs to be replaced with a new, redundant concentrator.

Estimated Cost: \$20,000

Estimated Implementation Time: A few weeks once the hardware is purchased.

4. Replace end of life switches-and /routers in college campus buildings. In many of the older buildings the network equipment within the building is at the end of manufacture life or will be at the end of life in the next few years. This is a long term, ongoing effort that will require several years to complete with priorities being determined by age and other factors such as the need for upgraded hardware to support the wireless network (see item #5).

Estimated Cost: \$3,642,169.00

Estimated Implementation Time: Approximately 3 years.

5. Upgrade the wireless network at each college. The students and staff have responded favorably to having wireless capabilities throughout the buildings at the college locations, off site learning centers, and administrative buildings. Currently this technology is dated and as such has a cumbersome registration process because of security concerns. Many of the Access Points as well as the related Authentication Servers (at end of manufacture life) need to be replaced so that the wireless network can accommodate an open type of connectivity where students are preregistered thus eliminating the cumbersome registration process. The upgrade would also include creating a separate "guest" network that campus visitors could use without registering. In some areas upgrading the wireless devices is dependent on the replacement of the network hardware that it connects to (i.e. item #4).

Estimated Cost: \$227,559.00. (Note: This needs to include installation costs, waiting for estimates, approximately 320 wireless Access Points).

Estimated Implementation Time: 1 year to 18 months

6. Upgrade end of life enterprise-class storage arrays and backup devices. Some of the District's large storage array networks are very old and need to be replaced with current storage area network (SANS) hardware and servers. These SANS are where administrative and academic departments keep files that need to be shared among department personnel or stored in digital format for record keeping purposes. This is an ongoing project where in some cases several SANS need immediate replacement while others are not as critical.

Estimated Cost: \$66,210.00

Estimated Implementation Time: 6 Months to 1 year

Page 3 of 3

7. Virtualize 50% of the District's current physical servers with modern blade servers that accommodate virtualization with a 10 to 1 ratio. This allows the District to replace 10 individual physical servers with a blade server that runs the 10 server application from one blade server. This is an ongoing project that in some cases has been started for particular applications and will take several years to complete depending on the applications and physical location of the current servers.

Estimated Cost: \$345,800.00

Estimated Implementation Time: 3 years

8. Upgrade conduit and building feeds to a mesh/loop topology. This is an ongoing effort as the Riverside College infrastructure is being upgraded to modern standards and new buildings are added at all the college campus locations.

Estimated Cost: Being funded through Riverside Infrastructure Upgrade Project and new building construction.

Estimated Implementation Time: Ongoing, dependant on construction schedules.



Agenda Item (XII-A)

Meeting 11/15/2011 - Regular

Agenda Item Business From Board Members (XII-A)

Subject Resolution Number 16-11/12, in Support of Senate Constitutional Amendment 5.

College/District District

Funding N/A

Recommended Action

It is recommended that the Board of Trustees Adopt Resolution Number 16-11/12 in Support of

Senate Constitutional Amendment 5, to lower the voter threshold on school parcel tax

measures to 55%.

Background Narrative:

Senator Joe Simitian introduced Senate Constitutional Amendment 5 for the purpose of lowering the voter threshold for passing local school district (including community colleges) parcel taxes from a super majority to a 55% majority.

SCA 5 was introduced this past legistlative session, but did not successfullly complete the process. As such Senator Simitian is looking to garner support to take this initiative into this next legistlative session from local school/community college boards. In January, SCA 5 will continue its 2-year process in the Senate Elections Committee.

A resolution of support has been prepared for the board's consideration.

Prepared By: Chris Carlson, Chief of Staff

Attachments:

Resolution Number 16-11/12

RESOLUTION NUMBER 16-11/12

A RESOLUTION IN SUPPORT OF SENATE CONSTITUTIONAL AMENDMENT 5 TO REDUCE THE VOTER THRESHOLD ON SCHOOL DISTRICT PARCEL TAXES TO 55-PERCET

WHEREAS, Senate Constitutional Amendment 5 (Simitian), which reduces the two-thirds vote requirement on parcel taxes, will be acted on by the California State Legislature; and

WHEREAS, reductions in the state General Fund revenue have led to reduced school funding; and

WHEREAS, state General Fund revenue is unstable and erratic, which results in unpredictable funding levels for school districts and county offices of education; and

WHEREAS, parcel tax revenue can provide a stable, predictable source of school revenue; and

WHEREAS, passage of SCA 5 will empower local voters to invest in their schools based on the needs of their communities by requiring a tough, but fair 55 percent vote to pass local parcel taxes, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged; and

WHEREAS, revenue from parcel taxes can be spent according to local priorities and are not subject to state control; and

WHEREAS, the two-thirds vote requirements results in minority rule by requiring two "yes" votes to cancel out one no vote; and

WHEREAS, passage of SCA 5 will allow local voters to decide to make investments in their neighborhood schools in addition to state funding; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Riverside Community College District supports and strongly urges the California State Legislature to support and adopt SCA 5.

of Trustees.	ovember, 2011 by Riversio	ie Community College Distri	CT
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	-		
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	-		



Agenda Item (XII-B)

Meeting 11/15/2011 - Regular

Agenda Item Business From Board Members (XII-B)

Subject Resolution Number 17-11/12 Recognizing and Celebrating November 2011 as Native American

Heritage Month

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees Adopt Resolution Number 17-11/12 Recognizing

and Celebrating November 2011 as Native American Heritage Month

Background Narrative:

What started at the turn of the century as an effort to gain a day of recognition for the significant contributions the first Americans made to the establishment and growth of the U.S., has resulted in a whole month being designated for that purpose.

In 1990 President George H. W. Bush approved a joint resolution designating November 1990 "National American Indian Heritage Month." Similar proclamations, under variants on the name (including "Native American Heritage Month" and "National American Indian and Alaska Native Heritage Month") have been issued each year since 1994. A resolution, recognizing and celebrating November 2011 as Native American Heritage month has been prepared for the board's consideration.

Prepared By: Chris Carlson, Chief of Staff

Attachments:

Resolution No. 17-11/12

RESOLUTION NUMBER 17-11/12

A RESOLUTION RECOGNIZING AND CELEBRATING NOVEMBER 2011 AS NATIVE AMERICAN HERITAGE MONTH

WHEREAS, Native American heritage and the Native American community contribute immeasurably to our history, and continue to enrich the diversity of our culture by distinguishing themselves as academics, entrepreneurs, and leaders in all aspects of our society; and

WHEREAS, prior to the European colonization of the Americas, the indigenous people of California thrived with a vibrant culture and society; and

WHEREAS, a Native American heritage predates the State of California's 19th-century statehood and the experiences of California Native Americans have been marked by moments of triumph and hardship; and

WHEREAS, Native Americans have withstood the pressures to lose their rich cultural knowledge of languages, beliefs, and traditions that have been passed on from generation to generation; and

WHEREAS, through their rich cultural traditions and proud ancestry, Native Americans have made vital contributions to the strength and diversity of our society in such areas as law, medicine, business, education, and the United States Armed Forces; and

WHEREAS, Native Americans have proudly served in the United States Armed Forces for over 200 years, defending the security of our state and nation with their lives, including engaging in World War II and Operation Iraqi Freedom, with honor, determination, and distinction; and

WHEREAS, the work of Native American leaders has sought to bridge racial, socioeconomic, and environmental barriers by empowering and educating people in order to protect Native American culture and heritage for future generations; and

WHEREAS, Native Americans have faced numerous barriers to education and business development, but have overcome those barriers to persevere and contribute to Native American communities throughout the state and country, and exemplify Native American entrepreneurship in such areas as economic development, the food service industry, health care, and banking finance; and

WHEREAS, as we celebrate the contributions of Native American heritage, let it not be lost on us the tremendous sacrifice, self-determination, and great continued inspiration to our state and nation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Riverside Community College District does hereby celebrate and recognizes the month of November 2011, as Native American Heritage Month.

PASSED AND ADOPTED this 15^{th} day of November, 2011 by Riverside Community College District Board of Trustees.



Agenda Item (XII-C)

Meeting 11/15/2011 - Regular

Agenda Item Business From Board Members (XII-C)

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

College/District District

Information Only

Background Narrative:

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

Prepared By: Chris Carlson, Chief of Staff



Agenda Item (XIII-A)

Meeting 11/15/2011 - Regular

Agenda Item Closed Session (XIII-A)

Subject Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: Title:

Chancellor

College/District District

Funding N/A

Recommended

Action

Recommended Action to the Determined

Background Narrative:

None

Prepared By: Greg Gray, Chancellor

Heidi Wills, Executive Administrative Assistant, Office of Chancellor/Bot



Agenda Item (XIII-B)

Meeting 11/15/2011 - Regular

Agenda Item Closed Session (XIII-B)

Subject Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release

College/District District

Funding N/A

Recommended

Action

Recommended Action to be Determined

Background Narrative:

None

Prepared By: Greg Gray, Chancellor

Heidi Wills, Executive Administrative Assistant, Office of Chancellor/Bot