

Board of Trustees - Regular Meeting Tuesday, May 15, 2012 6:00 PM Center for Student Success, Room 217, Norco College, 2001 Third Street, Norco CA 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 April 3, 2012
 Regular/Committee Meeting
 Recommend approving the April 3, 2012 Regular/Committee
 Board of Trustees meeting minutes as prepared.
 - B. Minutes of the Board of Trustees April 17, 2012 Regular Meeting Recommend approving the April 17, 2012 Regular Board of Trustees minutes as prepared.
- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
 - A. Chancellor's Communications *Information Only*
 - B. Student Success Report Summer Advantage Program Information Only
 - C. Student Success Report Associated Students of Norco College Information Only
 - D. Report out on the International Program Development Workshop, Buenos Aires, Argentina
 Information Only

- E. Presentation on the Contributions of RCCD Part-Time Faculty *Information Only*
- F. Presentation: Five to Thrive English 1B Honors Class vs. Porphyria's Lover, a Mock Murder Trial *Information Only*
- G. Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

Information Only

- V. STUDENT REPORT
 - A. Student Report

Information Only

- VI. CONSENT AGENDA ACTION
 - A. Diversity/Human Resources
 - 1. Academic Personnel

Recommend approving/ratifying academic personnel actions.

2. Classified Personnel

Recommend approving/ratifying classified personnel actions.

3. Other Personnel

Recommend approving/ratifying other personnel actions.

- B. District Business
 - Purchase Order and Warrant Report All District Resources

Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, totaling \$12,903,672, and District Warrant Claims totaling \$8,303,590.

- 2. Budget Adjustments
 - a. Budget Adjustments

Recommend approving the budget transfers as presented, and authorizing the necessary balancing transfers among the various accounts and funds of the district.

- 3. Resolution(s) to Amend Budget
 - Resolution No. 42-11/12 2011-2012 Youth
 Empowerment Strategies for Success Independent
 Living Program Moreno Valley College

Recommend approving adding the revenue and expenditures of \$500 to the budget for supplies and adopting the resolution to amend the budget.

Resolution No. 41-11/12 - 2011-2012 State
 Construction Allocation for the Moreno Valley College
 Student Academic Services Facility

Recommend approving adding the revenue and expenditures of \$12,945,000 to the budget and adopting the resolution to amend the budget.

- 4. Contingency Budget Adjustments
 - a. Contingency Budget Adjustments

 Recommend approving the contingency budget transfer
 by a two-thirds vote.
- 5. Bid Awards (None)

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

Recommend ratifying contracts totaling \$1,018,645.

 Contract Agreement No. C11-0031 between Chancellor's Office, California Community Colleges and Riverside Community College District

Recommend approving the contract agreement (Cal WORKs Set-A-Side) for the time frame of July 1, 2011 through June 30, 2012, in the amount of \$80,000.00

7. Out-of-State Travel

Recommend approving out-of-state travel.

- 8. Other Items
 - a. Part Out and Disposal of RTA Bus

 Recommend approving the sale of a 1995 RTA bus to

 Transit Sales International for the amount of \$1.00.
 - b. Surplus Property

Recommend declaring the listed property to be surplus, finding the property does not exceed the total value of \$5,000, and authorizing the the property to be consigned to The Liquidation Company to be sold on behalf of the District.

c. Notice of Completion

Recommend accepting the project as complete, and approving the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works).

- VII. CONSENT AGENDA INFORMATION
 - A. Monthly Financial Report Information Only
 - B. CCFS-311Q Quarterly Financial Status Report for the Quarter Ended

Information Only

- VIII. BOARD COMMITTEE REPORTS
 - A. Governance
 - Revised and New Board Policies Second Reading and Approval

Recommend approving Board Policy and Administrative Procedure 2100 and Board Policies 7360 and 7365.

- B. Teaching and Learning (None)
- C. Planning and Operations
 - 1. Authorization to Rescope Henry W. Coil, Sr., and Alice Edna Coil School for the Arts

 Recommend rescoping the project as a potential self-funded project.
- D. Facilities
 - Retention Reductions for Wheelock Gymnasium, Seismic Retrofit

Recommend approving the retention reduction from ten percent to five percent and release five percent of the current retention withheld for services rendered for listed prime contractors.

Retention Reductions for Nursing Science Building

Recommend approving the retention reduction from ten percent to five percent and release five percent of the current retention withheld for services rendered with Interpipe Contracting, Inc., and Balfour Beatty.

3. Design Amendment for Visual and Performing Arts Center with HMC Architects

Recommend approving Amendment No. 1 with HMC Architects in the amount of \$34,500 for the center.

 Facilities Master Plan Update for Norco College with HMC Architects

Recommend approving the agreement to provide a Facilities Master Plan Update by HMC Architects in the amount of \$130,000.

E. Resources

 Selection of First Class Vending to provide Food and Beverage Vending Services District Wide

> Recommend authorizing the selection of First Class Vending to provide food and beverage services District wide.

 Selection of an Independent Audit Firm to Perform Measure C Proposition 39 Audit Services

Recommend approving an agreement to perform an audit for the District's Measure C general bond program for fiscal years 2011-2012 through 2015-2016.

3. Selection of an Independent Audit Firm to Perform District and Foundation Annual Audit Services

Recommend approving an agreement to perform the annual audit services for the District, and the annual audit services for the Foundation for fiscal years 2011/2012 through 2015/2016.

4. Design Amendment for Secondary Effects with Hill Partnership, Inc.

Recommend approving Design Amendment No. 5 with Hill Partnership, Inc., in the amount of \$11,632.50 for Norco College Secondary Effects.

 Tentative Project Budget for Audio Visual Upgrade and Lighting in Humanities 129 and Student Services 101

> Recommend approving the tentative project budget in the amount of \$200,000.00 for Audio Visual Upgrade and Lighting at Moreno Valley College.

6. Tentative Project Budget for Mechanical Upgrade Projects

Recommend approving the tentative project budget in the amount of \$875,000.00 for Mechanical Upgrades at Moreno Valley College.

IX. ADMINISTRATIVE REPORTS

- A. Vice Chancellors
 - 1. Resolution No. 40-11/12 Resolution to Recognize Classified School Employee Week
 Recommend adopting the resolution and designating the week of May 21 through 25, 2012 as Classified School
- B. Presidents
- X. ACADEMIC SENATE REPORTS
 - A. Moreno Valley College/Riverside Community College District
 - B. Norco College
 - C. Riverside City College
- XI. BARGAINING UNIT REPORTS
 - A. CTA California Teachers Association

Employee Week.

- B. CSEA California School Employees Association
- XII. BUSINESS FROM BOARD MEMBERS
 - A. Board of Trustees Annual Self-Evaluation

Recommend discussing the results of the Board's annual self-evaluation, review goals from 2011, and look to establish goals for 2012.

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

Information Only

- XIII. CLOSED SESSION
 - A. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release

To Be Determined

XIV. ADJOURNMENT



Agenda Item (II-A)

Meeting 5/15/2012 - Regular

Agenda Item Approval of Minutes (II-A)

Subject Minutes of the Board of Trustees April 3, 2012 Regular/Committee Meeting

College/District District

Funding n/a

Recommended

Action

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

Background Narrative:

Recommend approving the April 3, 2012 Regular/Committee Board of Trustees meeting minutes as prepared.

Prepared By: Greg Gray, Chancellor

Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

April 3, 2012 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 APRIL 3, 2012

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

CALL TO ORDER

Trustees Present

Trustees Absent

Virginia Blumenthal, Vice President (arrived at 6:04 p.m.) Sam Davis, Secretary

Mary Figueroa, Board Member

Janet Green, President

Mark Takano, Board Member

Nick Bygon, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor

Dr. Cynthia Azari, President, Riverside City College

Dr. James Buysse, Vice Chancellor, Administration and Finance

Dr. Debbie DiThomas, Interim President, Norco College

Dr. Tom Harris, Acting President, Moreno Valley College

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

Ms. Chris Carlson, Chief of Staff

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

Dr. Sylvia Thomas, Associate Vice Chancellor, Educational Services

Student Francisco Ramos led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Allan Lovelace made comments about the elimination

of the Norco College student newspaper.

COMMENTS FROM THE PUBLIC

GOVERNANCE COMMITTEE

The Governance Committee Chair Janet Green convened

the meeting at 6:13 p.m. Committee members in

attendance: Chancellor Gregory W. Gray; Academic Senate Representatives: Dr. Travis Gibbs and Sal Soto

(Moreno Valley College); Dr. Sharon Crasnow (Norco

College) and Mr. Lee Nelson (Riverside City College);

ASRCCD Representative: Mr. Nick Bygon; Confidential

Representative: Ms. Angie Arballo; and Management

Representative: Ms. Julie Pehkonen.

Ms. Adams led the committee review of Resolution No. 34-11/12 that will be presented to the Board for approval at the April 17th regular Board meeting. Discussion followed

Community College District

Resolution to Amend the Conflict of Interest Code of the Riverside

1

Ms. Adams led the discussion regarding Board Policy and Administrative Procedure 2100 and Board Policies 7360 and 7365 that will be presented for first reading at the April 17th regular Board meeting. Discussion followed

Revised and New Board Policies – First Reading

The committee adjourned the meeting at 6:24 p.m.

Adjourned

Takano/Blumenthal moved that the Board of Trustees approve the absence of Trustee Sam Davis from the meeting on Tuesday, April 3, 2012, as provided for in Education Code Section 35120 paragraph (d). Motion carried. (4 ayes, 1 absent [Davis])

TRUSTEE COMPENSATION

Trustee Figueroa convened the meeting at 6:25 p.m. Committee members in attendance: Academic Senate Representatives: Dr. Travis Gibbs and Sal Soto (Moreno Valley College), Ms. Peggy Campo (Norco College) and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Nick Bygon; CTA Representative: Ms. Patricia Avila; Confidential Representative: Ms. Angie Arballo; and Management Representative: Dr. Diane Dieckmeyer.

TEACHING AND LEARNING COMMITTEE

Dr. Sylvia Thomas, associate vice chancellor, educational services, presented the proposed curricular changes for inclusion in the catalog and schedule of class offering that will be presented to the Board for approval on April 17, 2012. Discussion followed.

Proposed Curricular Changes

Dr. David Torres, dean, institutional research, reviewed with the committee the results of the Career Technical Education graduate follow-up telephone survey of spring 2011. Discussion followed.

Career Technical Education 2011 Graduate Follow-Up Survey

The committee adjourned the meeting at 6:49 p.m.

Adjourned

The Planning and Operations Committee Chair Mary Figueroa convened the meeting at 6:50 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff; Academic Senate Representative: Dr. Travis Gibbs and Mr. Sal Soto (Moreno Valley College), Mr. Tom Wagner (Norco College), and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Kushang Patel (Moreno Valley College); Confidential Representative: Ms. Angie Arballo; and Management Representative: Mr. Carlos Torres.

PLANNING AND OPERATIONS

Mr. Jim Miyashiro, chief of police, introduced Shelli Lombardo, acting chief of legislative and public affairs public information officer of Caltrans District 8, who facilitated an informational presentation on the Caltrans SR- 91 Freeway High Occupancy Vehicle (HOV) project; scheduled construction to begin his month and completed within the next 3.5 years. Discussion followed.

Information Presentation of 91 Freeway, Bridges, and Ramp Closures

The Board adjourned for a recess at 7:31 p.m. and reconvened at 7:38 p.m.

RECESS/RECONVENE

Mr. Jim Parsons, associate vice chancellor, strategic communications and relations, presented the committee with a preview screening of the RCCD general promotion/informational video featuring interviews with students and faculty. After final editing, the video will be suitable for showing to general audiences such as community and civic groups, and organizations served by the District. Discussion followed.

Preview Screening of RCCD General Promotion/Informational Video

The committee adjourned the meeting at 7:58 p.m.

Adjourned

The Resources Committee Chair Mark Takano convened the meeting at 8:00 p.m. Committee members in attendance: Dr. James Buysse, Vice Chancellor, Administration and Finance; Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College), Ms. Karin Skiba (Norco College), and Mr. Jason Rey (Riverside City College); ASRCCD Representative: Mr. Francisco Ramos (Moreno Valley College); Confidential Representative: Ms. Angie Arballo; and Management Representative: Ms. Nancy Melendez.

RESOURCES COMMITTEE

Dr. Azari and Dr. Edward Bush, vice president, student services, reviewed the initial project budget for the Establishment of the New Student Services Building Project at Riverside City College that will be presented to the Board for approval at the April 17th regular meeting. Discussion followed.

Establishment of the New Student Services Building Project Budget

Dr. Buysse provided the committee with a status report on the District's 2012-13 budget development planning efforts. Discussion followed. FY 2012-13 Riverside Community College District Budget Planning

The committee adjourned the meeting at 8:49 p.m.

Adjourned

The Board adjourned the meeting at 8:50 p.m.

ADJOURNED



Agenda Item (II-B)

Meeting 5/15/2012 - Regular

Agenda Item Approval of Minutes (II-B)

Subject Minutes of the Board of Trustees April 17, 2012 Regular Meeting

College/District District

Funding n/a

Recommended

Action

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

Background Narrative:

Recommend approving the April 17, 2012 Regular Board of Trustees meeting minutes as prepared.

Prepared By: Greg Gray, Chancellor

Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

April 17, 2012 Minutes

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF APRIL 17, 2012

President Green called the regular meeting of the Board of CALL TO ORDER Trustees to order at 6:00 p.m., Moreno Valley College, Students Services, Rooms 101 and 107, 16130 Lasselle Street, Moreno Valley, California

Trustees Present

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

Dr. James Buysse, Vice Chancellor, Administration and Finance

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

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

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

Ms. Chris Carlson, Chief of Staff

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

Dr. Sharon Crasnow, Academic Senate Representative, Norco College

Dr. Lee Nelson, Academic Senate Representative, Riverside City College

Dr. Dariush Haghighat, President, CTA

Mr. Eric Muehlebach, President, CSEA

Guests Present:

Dr. Sandra Mayo, President-designate, Moreno Valley College

Dr. Paul Parnell, President-designate, Norco College

Mr. Jim Miyashiro, Chief of Police

Student Kelly Denstitt led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

AMEND AGENDA

Blumenthal/Davis moved that the Board of Trustees approve moving closed session Agenda Item No. XIII-A, "Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: Title: Chancellor," to be held prior to Pubic Comments. Motion carried. (5 ayes)

Tuble Comments. Wotton Carried. (5 ayes)

The meeting adjourned to closed session at 6:07 p.m. and reconvened to open session at 6:29 p.m., announcing no action had been taken.

ADJOURN TO CLOSED SESSION/RECONVENE

Takano/Blumenthal moved that the Board of Trustees approve moving agenda Item IV-B, "Moreno Valley College Chorale" to be held prior to Public Comments. Motion carried. (5 ayes)

The group performed the national anthem a cappella for Board members and audience.

AMEND AGENDA

PUBLIC COMMENTS

Jesse Lawson commented on proposed layoffs and reductions in work hours and the every-day-living hardships for those whose positions are being terminated. Mr. Eric Muehlebach, CSEA President, spoke regarding the impact the proposed layoffs and reductions in workload will have on CSEA employees and asked the Board to look at other alternatives such as postponing projects and offering a Golden Handshake.

Trustee Green read two letters from former students: Mr. Jonathen Davis and Ms. Eder Diaz, who praised the Norco Voice, noting the newspaper provided them with the necessary skills to begin their careers – Jonathen Davis as a Military Journalist and Eder Diaz who works today for Univision Radio Los Angeles. Both urged that the Norco Voice be continued and not fall to budget cuts.

Figueroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees of the Regular/Committee Meeting of March 6, 2012. Motion carried. (5 ayes)

Figueroa/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of March 20, 2012. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF MARCH 6, 2012

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF MARCH 20, 2012

CHANCELLOR'S REPORTS

Presentations

Student Michelle Christianson, Associated Students Moreno Valley College, reported on student participation at the National Student Advocacy Conference, March 17-20, 2012, in Washington, D.C.

Moreno Valley College Student Government Representatives in Washington, D.C., Spring 2012

The following individuals were promoted to rank of full professor:

Presentation of Distinguished Professor and Professors Moreno Valley College: Dr. Fabian Biancardi, Political Science; Ms. Cheryl Honore, Accounting; Ms. Sheila Pisa, Mathematics;

Norco College: Ms. Celia Brockenbrough, Library Services; Mr. Michael Cluff, English; Dr. Bonnie Pavlis, Humanities; Ms. Judy Perry, Computer Information Systems; Mr. Walter Stevens, Theater Arts; Ms. Sheryl Tschetter, English

Riverside City College: Ms. Kristine Anderson, English; Mr. Peter Curtis, Music; Mr. Leslie Dean, Geography; Ms. Evangeline Fawson, Nursing; Mr. Richard Finner, Applied Digital Media; Dr. Dariush Haghighat, Political Science; Mr. John Hopkins, Art; Dr. Mark Lehr, Computer Information Systems; Dr. Ronald Ruiz, Psychology; Ms. Diane Solorzano, Psychology; Dr. Rachel Stone, American Sign Language; Ms. Gwendolyn Yount, Spanish.

The following individual was promoted to the rank of Distinguished Professor: Dr. Ronald Pardee, Professor, Management, Business Administration and Information Systems Technology. He is the first faculty member to receive the "Distinguished Professor" academic rank.

Chancellor Gray reviewed budget reductions over the past three consecutive years, the impact on the District, and scenarios for reductions in 2012-13. Moreno Valley College President Tom Harris, Norco College Interim President Debbie DiThomas, and Riverside City College President Cynthia Azari, reviewed their respective colleges' reductions and the processes for determining those reductions.

Blumenthal/Davis moved that the Board of Trustees adopt Resolution No. 39-11/12, authorizing the Chancellor, or designee, of the District to layoff and reduce hours of the classified service. 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 Riverside City College.

Budget Reduction Plan Presentation

Resolution No. 39-11/12 – Resolution Authorizing the Chancellor, or Designee, of the District to Layoff and Reduce Hours of the Classified Service

Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

STUDENT REPORT

CONSENT ITEMS

Action

Figueroa/Blumenthal moved that the Board of

Trustees:

Approve/ratify the listed academic appointments, and

assignment and salary adjustments;

Academic Personnel

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

Classified Personnel

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

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,749,298, and the District Warrant Claims totaling \$9,389,666;

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented;

Budget Adjustments

Approve adding the revenue and expenditures of \$18,433 to the budget and authorize the Vice Chancellor of Administration and Finance to sign the resolution:

Resolution No. 37-11/12 2011-2012 Perkins IV, Title I-C

Award the bid for the Moreno Valley College emergency Phone Replacement Project (Bid No. 2011/12-60), in the total amount of \$319,800 to RDM Electric Company, Inc., and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Bid Award for the Moreno Valley College Emergency Phone Replacement Project (Bid No. 2011/12-60)

Approve the contract amendment for Hal Fischer Associates that would extend his contract through October 31, 2012;

Contract Amendment for Hal Fischer Associates

Approve the Memorandum of Understanding for the Center for Social Justice and Civil Liberties, with the City of Riverside accepting \$250,000 over a period of ten years;

Memorandum of Understanding for the Center for Social Justice and Civil Liberties, with the City of Riverside Accepting \$250,000 in Support

Ratify contracts totaling \$712,912;

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

Grant out-of-state travel requests;

Out-of-State Travel

Adopt Resolution No. 38-11/12, authorizing the District to encumber funds and the secretary of the Board of Trustees to sign the Resolution.

Authorization to Encumber Funds – Resolution No. 38-11/12

Accept the projects listed as complete, execute the

Notices of Completion

Notices of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President and Vice Chancellor, Administration and Finance, to sign the Notices of Completion.

Motion carried. (5 ayes)

Information

In accordance with Board Policy 7350, the Chancellor has accepted the following resignations: Ms. Mary Fehn, Visiting Assistant Professor, Nursing, effective June 8, 2012; Mr. Barry Meier, Dean, Physical Education and Athletics, effective June 30, 2012; Ms. Vanessa Silversmith, Foundation Specialist, effective April 2, 2012.

Separations

The Board received the summary of financial information for the period of March, 2012. Monthly Financial Report

BOARD COMMITTEE REPORTS

Governance

Green/Figueroa moved that the Board of Trustees accept Board Policy and Administrative Procedure 2100 and Policies 7360 and 7365. Motion carried. (5 ayes)

Revised and New Board Policies

– First Reading

Green/Figueroa moved that the Board of Trustees approve Board Policies 3810, 4000 and 5010. Motion carried. (5 ayes)

Revised and New Board Policies

– Second Reading and Approval

Green/Takano moved that the Board of Trustees adopt Resolution No. 34-11/12, adopting the District's amended Conflict of Interest Code, pursuant to the Political Reform Act of 1974. Motion carried (5 ayes)

Resolution No. 34-11/12 to Amend the Conflict of Interest Code of the Riverside Community College District

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

Teaching and Learning

Proposed Curricular Changes

Resources

Takano/Blumenthal moved that the Board of Trustees approve the initial project budget for the new student services building and ancillary projects in the amount of \$32,000,000. Motion carried. (5 ayes)

Establishment of the New Student Services Building Project Budget

ADMINISTRATIVE REPORTS

Blumenthal/Figueroa moved that the Board of Trustees approve the four, ten-hour-day workweek from June 11, through August 17, 2012, for management, classified, and confidential support staff. Motion carried. (5 ayes)

Summer Workweek

ACADEMIC SENATE REPORTS

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

Moreno Valley College and Riverside Community College District

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

Norco College

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

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

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

CSEA – Classified Staff Employees Association

BUSINESS FROM BOARD MEMBERS

Chancellor Gray provided updates on the following topics: Police protocol with the general public; a budget transfer for the Nursing, Science and Math complex; and the Center for Social Justice and Civil Liberties. Update on Various Subjects of Interest

The meeting adjourned at 9:45 p.m.

ADJOURNED



Agenda Item (IV-A)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-A)

Subject Chancellor's Communications

College/District District

Information Only

Background Narrative:

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

Prepared By: Greg Gray, Chancellor

Attachments:



Agenda Item (IV-B)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Student Success Report - Summer Advantage Program

College/District Norco

Information Only

Background Narrative:

Overview of the Summer Advantage Program which will provide 2012 graduating seniors from the Corona Norco Unified School District high schools the opportunity to participate in one of five interventions leading to advanced preparation for college and an earlier registration date.

Prepared By: Debbie DiThomas, Interim President, Norco College

Attachments:

Summer Advantage Program

Norco College Summer Advantage Program

Board of Trustees Student Success Report May 15, 2012





Acknowledgments

Norco College:

- Dr. Debbie DiThomas
- Mr. Bob Prior
- Ms. Melissa Bader
- Dr. Monica Green
- Dr. Diane Dieckmeyer
- Dr. Carol Farrar
- Dr. Greg Aycock
- Counseling
- Student Success Committee
- Student Services Planning Council
- Equity/Matriculation Advisory Committee

Corona Norco Unified School District:

- Dr. Kent Bechler
- Dr. Bob Taylor
- Mr. Kelly Bruce
- Dr. April Moore
- Ms. Jan Stallones

Overview

Purpose: Provide our recent local HS graduates with a summer advantage program designed to offer a successful high school transition experience to college.

Eligibility Requirements: 2012 CNUSD Graduate – serving graduates from each of our CNUSD high schools

Program Requirements: Participants must complete one extended college orientation session (June 11 - 14) and one of 5 summer experience options.

Program Incentives:

- Early registration in fall 2012 to Norco College
- Potential to advance one or more levels in Math or English
- Invaluable educational summer experience

Extended Orientation

- Introduction to college
- Financial Aid
- Student life
- Goal setting
- Educational planning
- College resources and special programs
- 5 options available (Math, English, STEM, Rites to Thrive, Guidance)

John Moore
Assistant Professor, Counseling

Progressing Through Math—NOT!

• Arithmetic – 4 exit points

- Arithmetic
- Pre-Algebra
- Elementary Algebra
- Intermediate Algebra

2% make it to college level math

Goal to reduce exit points

Bob Prior
Assistant Professor, Mathematics

Math Intervention

- True skills program
- Fast Track I Algebra Readiness
- Fast Track II Algebra Succession

Progressing Through Math—



Progressing through English—NOT!!

- Exit Basic Skills
- Fewer than 10% complete Freshman Composition
- Basic Skills completion leads to
 success (Student Success Task Force; "Poppy Copy")

Melissa Bader Assistant Professor, English

English Intervention

Two Options:

- True skills
- Fast track

Leads to the best placement for academic success

Progressing Through English—





Agenda Item (IV-C)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-C)

Subject Student Success Report - Associated Students of Norco College

College/District Norco

Information Only

Background Narrative:

Overview of services, programs and activities of Associated students of Norco College.

Prepared By: Debbie DiThomas, Interim President, Norco College

Attachments:

NC Student Activities

NORCO COLLEGE STUDENT ACTIVITIES



• ntegrity • ransparency • rogress •

Sponsored by
The Associated Students of Norco
College

STUDENT ACTIVITIES OFFICE

The Norco College Student Activities Office is 100% sponsored by the Associated Student of Norco College and supports:

- 23 clubs & organizations
- 2 athletic teams
- Mustangs Ride Program
 - · Partial buss pass subsidy
- Emergency Student Loans (0% Interest)
- Scholarships
 - Book Scholarships
 - Transfer Scholarships
 - General Scholarships
- Printing, Copying & Faxing
- Posting Advertising
- Workshops
 - Local, & state wide shared governance
 - Parliamentary Procedure
 - Brown Act
 - Office Forms
 - Student Activities Website



■ Events

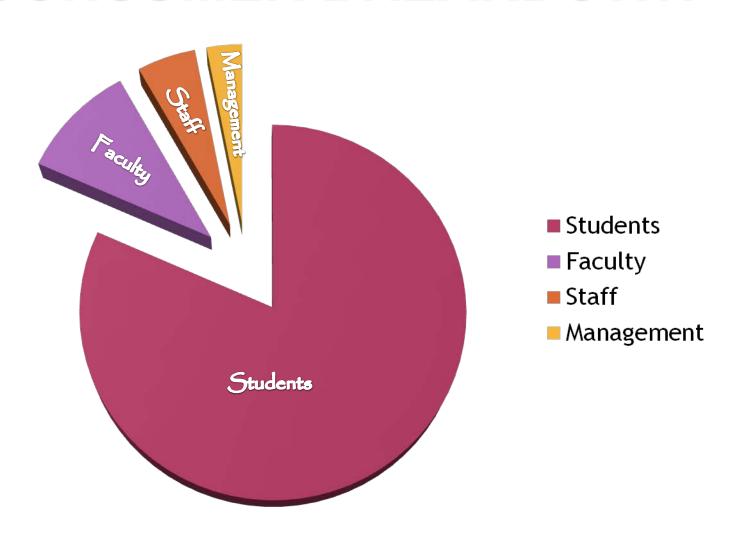
Services

Shared
Governance

Charitable Contributions

■ Work Shops

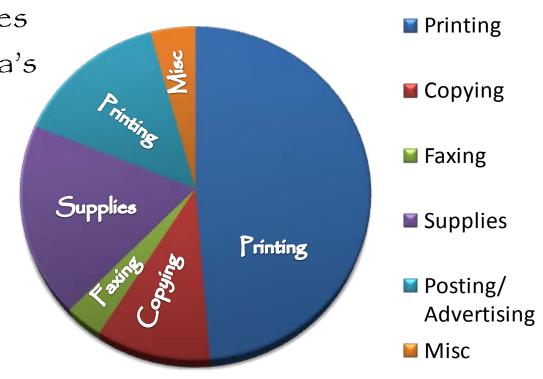
CONSUMER BREAKDOWN



OUR SERVICES

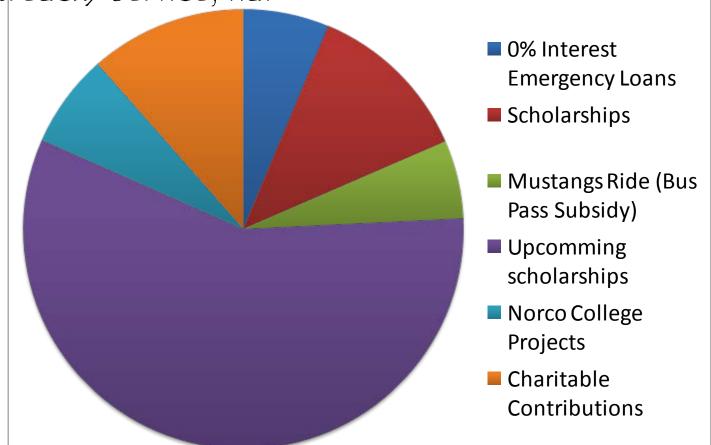
- 10 free pages of printing
 - Per student per day
- Free Copying
- Free Faxing
- Computer usage
- Activities supplies
- Free speech area's
- Publicity
 - Posting
 - Corral TVs
 - Marquee's

Over 4,000 people (students/faculty/staff) served per semester



FINANCIAL CONTRIBUTIONS

 Over \$42,750 provided to students in need, college initiatives, and community outreach/service, via:



STUDENT CLUBS & ORGANIZATIONS

- © 23 student clubs
- 6 student organizations
- 2 athletic teams
 - Men's Soccer
 - Women's Soccer



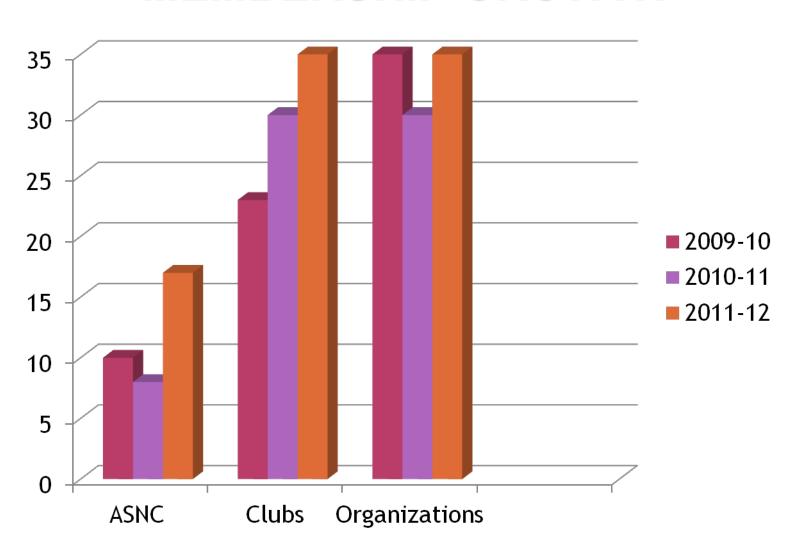


CLUBS & ORGANIZATIONS

- Anthropology
- Alpha Gamma Sigma
- Anime Club
- Black Student Alliance
- Circle K "Kiwanis" Club
- Fitness at Norco (FAN) Club
- Game Art Club
- Gender and Sexuality Awareness Club
- Green Health Club
- Latinos Promoting Education
 Veterans Club and Culture
- Muslim Student Association
- Mustangs for Christ
- Norco Choir

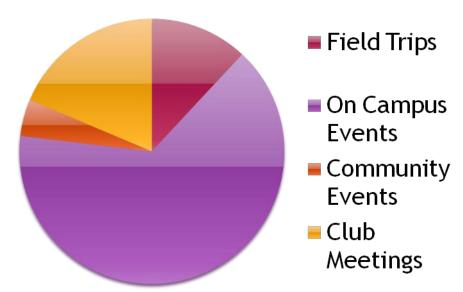
- Norco Engineering and Architecture Society
- Norco Karate Organizations
- Norco Scholars Association
- Puente organization
- Soccer Club
- Strive (AB 540) Club
- Student Game Creation Club
- The Norco Voice
- The Talented Tenth Program

CLUB & ORGANIZATION MEMBERSHIP GROWTH

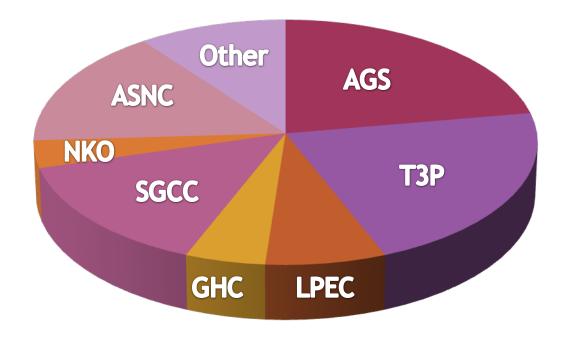


148 NORCO COLLEGE EVENTS FOR THE SPRING 2012 SEMESTER

- Breast Cancer Walk
- Diabetes Walk
- Speech Meet
- Harvest Festival
- Adopt a Family
- Angel Tree
- Water Garden Ground Breaking Donations
- Art gallery donations
- Student Success Task Force
- General Assembly
- Information Booths
- Patriot's Day



EVENTS BREAK DOWN



- Alpha Gamma Sigma (AGS)
- The Talented Tenth Program (T3P)
- Latinos Promoting Education and Culture (LPEC)
- Green Health Club (GHC)
- Student Game Creation Club (SGCC)
- Norco Karate Organization (NKO)
- ASNC
- Other Clubs & Organizations

EVENT SUMMARY

- Information Booths
- Spring Carnival
- Multi Cultural Day
- Movie Nights
- Water Garden Ground Breaking
- Commencement
- Speech Meet
- General Assembly
- Cinco De Mayo Celebration
- Club Rush
- Women's History Month
- Zumba
- Self Defense Seminar
- Club Meetings
- ASRCCD Winter Retreat
- Game Nights
- Breast Cancer Walk

- Diabetes Walk
- Scholarship Banquet
- Student of Distinction Banquet
- Club banquets
- Right to Thrive
- California Community College Student Affairs Association Conference
- Karate Tournaments
- Field Trips
- Guest Speakers
- Workshops
- Elections





NFORMATION BOOTHS

 ASNC assisted students on the first week of school from 6:00am-6:00pm.

• Over 2000 students assisted!



HEAD START POT LUCK



Over \$2000 dollars in

·Food

·Clothes

·Toys

Was raised and donated

OUT OF POCKET!

To help over 20 needy families

The Norco Head Start Program
Held an Appreciation Pot luck for
All of those who donated for
Adopt a Family

&
Angel Tree





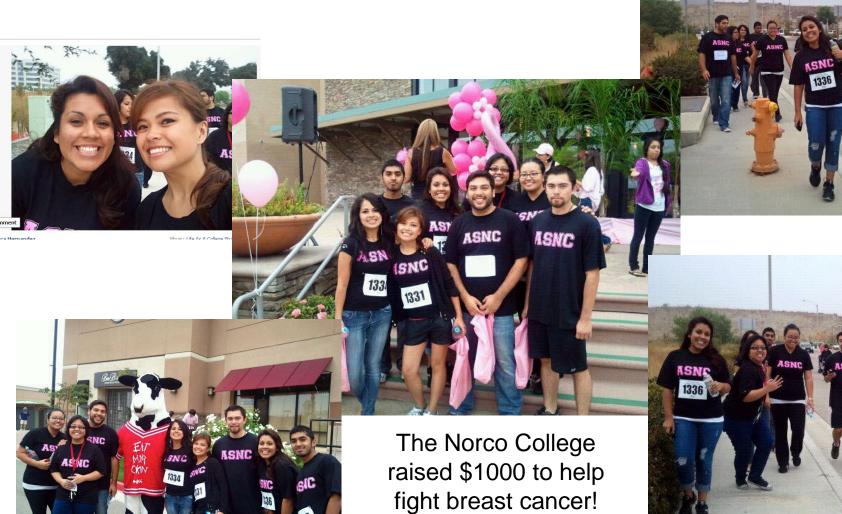
ELECTIONS

Over 1,100 Votes were cast for:

- •Student Trustee Elections
 - ASNC Elections
- •Teacher of the Year Elections







SPRING CARNIVAL



MARCH IN MARCH







CINCO DE MAYO CELEBRATION!



The Student Senate of California Community Colleges

GENERAL ASSEMBLY









WOMEN'S HISTORY MONTH



SPECIAL THANKS TO

- Student Employment & Financial Aid
 - Providing us with the student workers we need to extend our hours
- Dr. Monica Green & Tricia Hodawanus
 - Continued support
- Ruth Smith & Laurie Hankins
 - Reservation 25 support and patience!
- Facilities team
 - For help with event set up & break down
- Faculty Club & Organization Advisors
- Student Activities Staff
- ASNC and our Student Clubs and Organizations!
- IMC Department
 - For help with all movie nights, events, and advertisements
- Our Norco College Interim President: Dr Debbie DiThomas
- The Corral: Dan Callahan





Agenda Item (IV-D)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-D)

Subject Report out on the International Program Development Workshop, Buenos Aires, Argentina

College/District Riverside

Information Only

Background Narrative:

Professor Emerita Jan Schall will report on the IPDW (International Program Development Workshop), April 22 – April 26, presented by CAPA International (Center for Academic Programs Abroad) our educational services organization, in Buenos Aires, Argentina. Attendance at this workshop was for the purpose of evaluating Buenos Aires as a site for a spring semester academic study abroad program or a short term specialized vocational/technical venue for the Riverside Community College District.

Topics covered in the presentation will include:

- Customized Program for RCCD spring semester or specialized short-term
- University and classroom facilities
- Meeting with University Faculty and Students
- Academic Spanish Language Offerings
- Home-stay Visits
- Tour of City Cultural Sites
- Environmental/cultural impact on students
- Analysis of Safety and Security Issues

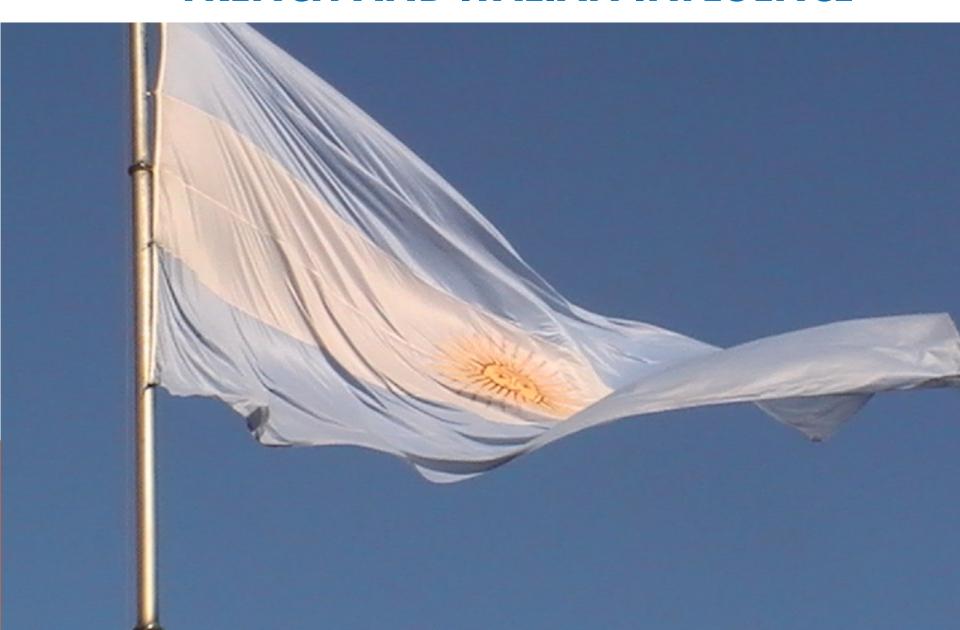
Prepared By: Cynthia Azari, President, Riverside City College

Attachments:

Buenos Aires Presentation

RIVERSIDEGEOISTRICT INTERNATION STUDY AND PROGRAM ABROAD PROGRAM ABROAD PROGRAM **CAPA** international Program development workshop **Buenos Aires**, **Argentina**

ARGENTINA - HISTORICALLY EUROPEAN FRENCH AND ITALIAN INFLUENCE



PARTICIPANTS



LUNCH WITH STUDENTS AT AUSTRAL UNIVERSITY



TRUSTEE BLUMENTHAL WITH LAW STUDENTS



GRAFITTI - ARTFUL AND LAWFUL



MORE GRAFFITI NOT ARTFUL STILL LAWFUL



URBAN ENVIRONMENT



HOME STAY FAMILIES



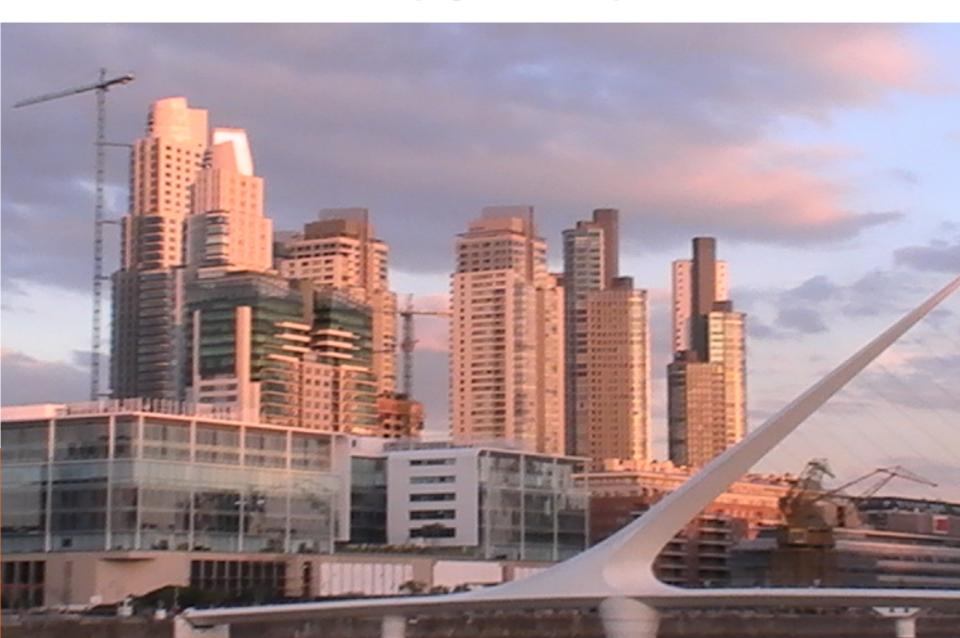
HOME STAYS



THE TANGO



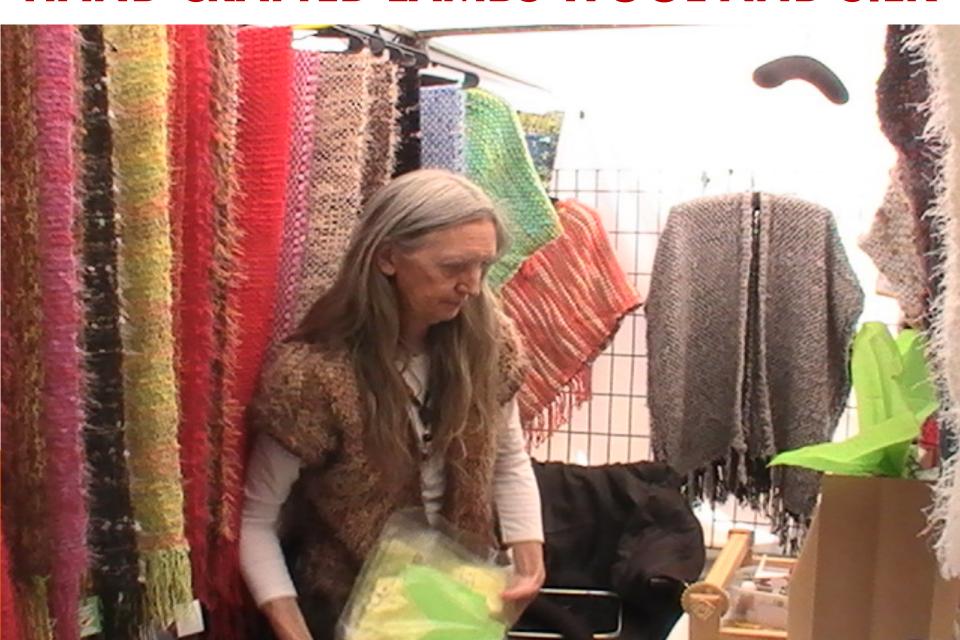
TANGO BRIDGE



LA BOCA



HAND CRAFTED LAMBS WOOL AND SILK



HANDCRAFTED WOOD ARTICLES



EVA PERON



CASA ROSADA – EVITA'S OFFICE



A GIFT FROM RCCD TO CAPA PRESIDENT JOHN CHRISTIAN



SINCERE APPRECIATION FROM OUR STUDENTS AND FACULTY

Our sincere appreciation to the Riverside Community College District's Board of Trustees, Chancellor Gray, Provost/Vice Chancellor Ray Maghroori, and our Presidents, for supporting our comprehensive approach to a global education for our students.



Agenda Item (IV-E)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-E)

Subject Presentation on the Contributions of RCCD Part-Time Faculty

College/District District

Information Only

Background Narrative:

Dr. Cynthia Azari, President of Riverside City College and Associate Faculty, John Sullivan will present on the contributions of part-time faculty and the challenges they face in honor of Part-time Faculty Appreciation Month.

Prepared By: Cynthia Azari, President, Riverside City College

Attachments:

Part-time Faculty Presentation

Part-time Faculty Appreciation Month

Honoring the contributions and challenges of part-time faculty members

CONTRIBUTIONS

Part-time faculty are a significant part of the

Riverside Community College District





CONTRIBUTIONS

- 892 part-time faculty members
- Part-time faculty teach courses, work in labs, library and provide counseling services
- Taught between 47% and 52% of courses over the past three years
- Teach thousands of RCCD students each year



- Implement and assess student learning outcomes
- Meet with students
- Participate in shared governance
- Serve on committees
- Attend art, music, and theater rehearsals and performances
- Coach speech and athletic teams, practices, and games





CHALLENGES

- Statewide, Part-time faculty face significant challenges
 - Many districts do not pay office hours
 - Not always eligible for benefits
 - Have little to no participation in shared governance



Riverside Community College District has

made advances beyond the majority of the

72 California community

college districts.

BENEFITS

- RCCD Part-time faculty
 - Can teach up to 10.5 units per semester
 - Are paid on a 3 step/ 3 column salary schedule
 - Are paid for one Office Hour per unit per semester
 - Accrue sick leave
 - Earn STRS credits





ADVANCES

- Participate in Shared Governance
 - Designated positions on Academic Senate
 - Associate member in each Academic Senate
 - Senate Part-time Issues Committee
 - Serve on Senate Committees, including Strategic Planning Councils
 - Participate in accreditation self-study process
 - Serve on college and district committees
 - Mave designated positions on the Faculty Association Executive Board





WORKSPACE

Riverside City College Glenn Hunt Center for Teaching Excellence

- Norco College Faculty Resource Center
- Moreno Valley College Professional Development Center





ACADEMIC COMMUNITY

- Annual recognition through the Glenn Hunt Outstanding Associate Faculty Service Award
- Inclusion in professional development activities
- Participation in FLEX Day activities

STUDENT EQUITY

Education Code Section 87880:

It is the intent of the legislature that students have the same opportunity for academic assistance and guidance without regard to whether a course at a community college is taught by a full-time or part-time faculty member.



RCCD part-time faculty are fulfilling the intent
of Ed Code 87880 by providing students the
"same opportunity for academic assistance
and guidance" as their full time
counterparts.



- RCCD's Associate Faculty bring professional experience and expertise
 - Write books, manuals, and articles
 - Publish in scholarly journals
 - Present at professional conferences
 - Are featured in Musical Performances and Art Shows
- Help increase RCCD's visibility in the community, state, and nation



Are an integral part of the

Riverside Community College

District Academic Community

To our Associate Faculty—

Thank you!



Agenda Item (IV-F)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-F)

Subject Presentation: Five to Thrive - English 1B Honors Class vs. Porphyria's Lover, a Mock Murder

Trial

College/District Norco

Information Only

Background Narrative:

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

This month, the presentation will be from Dr. Sheryl Tschetter, Associate Professor, English, Norco College. Presentation will include students from this semester's class as well as students from last spring's class. We are excited to share this unique learning experience.

Every spring for the last several years, a cry has been heard across the Norco College campus heralding the start of the mock murder trial in Judge Tschetter's English 1B classes. This trial is based on Robert Browning's poem "Porphyria's Lover." This poem contains enough evidence to find the defendant guilty of murder in the first degree; additionally, the poem also contains sufficient evidence to support a verdict of not guilty by reason of insanity.

This spring, honors students in Judge Tschetter's English 1B Honors class have self- selected themselves into three groups: 1) the prosecution team; 2) the defense team; or 3) the jury. The first two groups have worked for approximately six weeks to develop witnesses, evidence, reports, definitions, psychological diagnoses, and persuasive techniques to be used in the trial to sway the jurors. At the same time, jurors have worked individually (since they are partially sequestered) to develop an unbiased, neutral understanding of every nuance of evidence found in the poem prior to the court trial taking place.

As of today, the jurors have been sworn in and have almost finished analyzing the poem. Working outside of class and during some class time, the two teams of attorneys have negotiated definitions for each of the two possible verdicts; have submitted evidence; have considered the objections to be used during the trial; have identified their roles; have practiced their parts; and have collected data for their case books.

Prepared By: Chris Carlson, Chief of Staff

Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

Porphyria's Lover_051512 Honors 1B vs. Porphyria's Lover_051512

"Porphyria's Lover" by Robert Browning

THE rain set early in to-night,	
The sullen wind was soon awake,	
It tore the elm-tops down for spite,	
And did its worst to vex the lake:	
I listen'd with heart fit to break.	5
When glided in Porphyria; straight	
She shut the cold out and the storm,	
And kneel'd and made the cheerless grate	
Blaze up, and all the cottage warm;	
Which done, she rose, and from her form	10
Withdrew the dripping cloak and shawl,	
11 6	
And laid her soil'd gloves by, untied	
Her hat and let the damp hair fall,	
And, last, she sat down by my side	15
And call'd me. When no voice replied,	15
She put my arm about her waist,	
And made her smooth white shoulder bare,	
And all her yellow hair displaced,	
And, stooping, made my cheek lie there,	20
And spread, o'er all, her yellow hair,	20
Murmuring how she loved me—she	
Too weak, for all her heart's endeavour,	
To set its struggling passion free	
From pride, and vainer ties dissever,	25
And give herself to me for ever.	25
But passion sometimes would prevail,	
Nor could to-night's gay feast restrain	
A sudden thought of one so pale	
For love of her, and all in vain:	
So, she was come through wind and rain.	30
Be sure I look'd up at her eyes	
Happy and proud; at last I knew	
Porphyria worshipp'd me; surprise	
Made my heart swell, and still it grew	
While I debated what to do.	35
That moment she was mine, mine, fair,	
Perfectly pure and good: I found	
A thing to do, and all her hair	
In one long yellow string I wound	
Three times her little throat around,	40
And strangled her. No pain felt she;	
I am quite sure she felt no pain.	
As a shut bud that holds a bee,	
I warily oped her lids: again	
Laugh'd the blue eyes without a stain.	45
And I untighten'd next the tress	

"Porphyria's Lover" by Robert Browning

About her neck; her cheek once more	
Blush'd bright beneath my burning kiss:	
I propp'd her head up as before,	
Only, this time my shoulder bore	50
Her head, which droops upon it still:	
The smiling rosy little head,	
So glad it has its utmost will,	
That all it scorn'd at once is fled,	
And I, its love, am gain'd instead!	55
Porphyria's love: she guess'd not how	
Her darling one wish would be heard.	
And thus we sit together now,	
And all night long we have not stirr'd,	
And yet God has not said a word!	60

Five to Thrive Norco

English 1B Honors White the second s

Porphyria's Lover

Case 42873

English 1B-H vs. "Porphyria's Lover"

Justice has nothing to do with what goes on in a courtroom;
Justice is what comes out of a courtroom.

-Clarence Darrow

ATTORNEY TEAMS

Prosecution

K. McDonald

C. Marshall

J. Martinez

B. Mawhorter

T. Truitt

Defense

A. Dion M. Mainez

IVI. IVIAIIIGZ

K. Ruppert, B. Stiefel

J. Truitt

Jurors

L. Bustos

J. Farah

S. Patterson

P. Stanley

A. Yang



<u>Defendant</u>: Faran Imani, Porphyria's lover

<u>Crime Charged</u>: Murder in the First Degree;

Plea Entered: Not Guilty by Reason of Insanity

Judge: Dr. Sheryl Tschetter

Place: IT 110, Norco College Superior Court

Trial Date: Monday, May 21, 2012



Pedagogical Benefits An Instructor's Perspective

Capstone project

- Requires the use of all learning course level student learning outcomes
- Embodies the following general education outcomes
 - Critical thinking
 - **Information Skills**
 - Breadth of knowledge
 - Application of knowledge
 - **Global Awareness**

Prosecution Team Perspective Thomas Truitt

- Team Building
 - Trust & Accountability
 - Commitment
 - Collaboration
 - Communication
- Organization and Professionalism
 - Research
 - Create prosecution team casebook
- Public Speaking/Oral Argumentation
 - **Opening/Closing Statements**
 - **Witness statements**
 - Cross-examination

Defense Team Perspective Jonathan Truitt & Ron Orellana

Argument /Critical thinking

- Single text focus
- Court trial required consideration of argument and counter-argument;
 this resulted in a more comprehensive and logical conclusion;

Diversity

 Consideration of argument and counter-argument led us to realize that some issues can never fully be agreed upon, resulting in greater openmindedness;

Interdisciplinary

- This project required research and discovery of subjects outside of English composition and literature, such as legal definitions, psychological diagnoses, etc.
- Being on the defense side gave us a deeper appreciation of the difficult task faced by defense attorneys--making a strong case, based on controversial evidence, that supports an argument that may not necessarily be believed by the defense attorneys themselves!

Juror Learning Perspective Kevin Di Bella

Focused Learning & Analysis

- Working within a specific set of expectations, such as the inner workings of a court trial
- Focusing on very narrow legal definitions through which to weigh opposing testimony and evidence

Communication

- Using oral argument (for jury deliberation process)
- Producing individual, written analysis of poem prior to trial; then, revising written analysis to include observations, testimony and evidence from trial in support of final verdict
- Negotiating conflict and disagreement to reach a unanimous resolution in small groups
- Analyzing poetry in a more practical environment



Agenda Item (IV-G)

Meeting 5/15/2012 - Regular

Agenda Item Chancellor's Reports (IV-G)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

Background Narrative:

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

Prepared By: Greg Gray, Chancellor

Michelle Haeckel, Administrative Assistant, Office of the Chancellor

Attachments:

May 2012 Future Committee and Master Planning Agendas

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 20 Financial and Borform and Audito
Docombor	Annual Proposition 39 Financial and Performance Audits Organizational Machiner Float the President Vise President and Secretary of the Board of
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
	CCFS-311Q—Quarterly Financial Status Report for the Quarter Ended September 30
	RCCD Report Card on the Strategic Plan
	Annual Independent Audit Report for the Riverside Community College District
	Annual Independent Audit Report for the Riverside Community College District Foundation
	Fall Scholarship Award to Student Trustee
January	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 Company April 15th Laboratory (March 15th Laboratory)
March	Recommendation Not to Employ (March 15 th Letters) And American Parks. Full Performance And American Performance And Amer
April	Academic Rank – Full Professors Authorization to Engumber Funds
	 Authorization to Encumber Funds Proposed Curricular Changes
	 Proposed Curricular Changes Accountability Reporting for Community Colleges
May	CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended March 31
Way	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 Academic Administrator Employment Contracts
	Emeritus Awards, Faculty Toptotive Budget and Natice and Dublic Hearing on the Budget
	Tentative Budget and Notice and Public Hearing on the Budget Morene Valley Callege Catalog
	Moreno Valley College Catalog Norce College Catalog
l	Norco College Catalog
	Piverside City College Catalog
	 Riverside City College Catalog Board Self Evaluation – Reporting Out

COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Facilities	E. Resources
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff	Associate Vice Chancellor, Facilities Planning, Design & Construction	Vice Chancellor, Admin. & Finance; Vice Chancellor, Diversity and Human Resources
Lindated E/8/12	 ✓ 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 05/29/12 & 06/12/12. 	State Capital Outlay Update and Coil School for the Arts Project Status – Information Only (Williams)	 Design Amendment for Citrus Belt Savings & Loan Gallery with LPA (Williams) Change Order for Culinary Arts Academy/District Office Building (Williams) Status Update for Project Labor Agreement with Padilla and Associates (Williams) Professional Services Amendment with Facilities Planning and Consulting Services (Williams) Project Savings Reconciliation and Capital Program Executive Summary Update (Williams) 	 Construction Management Amendment for Moreno Valley Dental Education Center with Rudolph and Sletten, Inc. (Harris/Williams) Tentative Project Budget, Architect Agreement and Construction Management Agreement for Coil School for the Arts (Azari/Williams) (tentative) Project Budget Augmentation for Culinary Arts Academy/District Office Building (Azari/Williams) (tentative) Report on the Oversight Boards of the Successor Agencies to the Redevelopment Agencies (Buysse) IT Update (Buysse) 2012-2013 Tentative Budget (Buysse)

Updated 5/8/12



Agenda Item (V-A)

Meeting 5/15/2012 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

Background Narrative:

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

Prepared By: Greg Gray, Chancellor Nick Bygon,

Attachments:

Student Report_051512

Riverside Community College District Associated Students of Norco College



Board Meeting Report Tuesday, May 15th, 2012

Thursday, April 26th, 2012

Spring Carnival/ Water Conservation Garden Ceremony

- During the annual Spring Carnival, Norco College's various clubs and organizations participated in events that facilitated team building and opportunities to fundraise. Student Activities Coordinator, Dimitrios Synodinos, volunteered to be "dunked" by students while Political Science professor, Dr. Lyn Greene, volunteered to be in the pie throwing contest. The event was located in the Industrial Technology patio and was very well attended.
- Norco College's Water Conservation Garden ceremony also took place during college hour. Interim President Dr. Debbie DiThomas welcomed participants while ASNC President Rebecca Choy gave student remarks. Numerous sponsors and supporters included HMC Designing Futures Foundation, Western Municipal Water District, the Associated Students of Norco College, the Green Health Club of Norco College, Norco College Honor Society Alpha Gamma Sigma, Paradise Garden Center, and Green Initiatives Committee. We were pleased to have Dr. Davis of the RCCD Board of Trustees attend the ceremony and observe the events of Spring Carnival.

Friday, April 27th – Sunday, April 29th, 2012

Spring 2012 General Assembly

 General Assembly is a bi-annual gathering of all 112 California Community Colleges to debate and vote on resolutions proposed by students and the Student Senate of California Community Colleges (SSCCC). Various workshops were held in order to promote individual and group development.

Tuesday, May 1st - Wednesday, May 2nd, 2012

ASNC Elections

• The ASNC Elections Committee carried out elections for next year's student government officials. Shaunna Sutter was elected as the new ASNC president.

Alpha Gamma Sigma "Teacher of the Year"

• Alpha Gamma Sigma held their annual "Teacher of the Year" elections. Many students participated in voting for their favorite Norco College professor.

Thursday, May 3rd, 2012

Cinco de Mayo event by L.P.E.C.

• L.P.E.C.'s Cinco de Mayo event was located in the Norco College amphitheater. There was a taco stand available for participants. Many students took part in the festivities, which included information booths and cultural dancing.

Thursday, May 24th and Tuesday, May 29th, 2012

Blood drive 8:00 a.m. − 2:00 p.m.

• The Student Activities office and the ASNC will be holding two blood drives. We encourage all eligible persons to participate in donating to this noble cause.

Wednesday, May 30th, 2012

Students of Distinction Banquet

Students of Norco College will be celebrated in honor of their academic achievements.

Business in Progress

Executive Transfer Scholarships

• The ASNC is currently working on executive transfer scholarships for our students.



Board of Trustees I Report for May 15, 2012



- I. Disabled Student Programs and Services Video
 - a. Filming is complete.
 - i. Students, staff, and facilities were filmed on all three colleges.
 - b. Editing is underway.
- II. I was fortunate enough to attend the Student Senate for California Community Colleges

 General Assembly, alongside student representatives from all three colleges.

III. Student Trustee Handbook

- a. Thank you to all those who sent letters of advice for the future student trustee.
- b. The book is still being revised and should be completed by the end of the month.

IV. Student Trustee Alumni Project

- a. Photographs were taken of MVC and NC Student Leaders.
- b. The project is still ongoing.



Agenda Item (VI-A-1)

Meeting 5/15/2012 - Regular

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

Subject Academic Personnel

College/District District

Funding

Recommended

Action

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

Background Narrative:

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

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

Attachments:

20150515_Academic Personnel

RIVERSIDE COMMUNITY COLLEGE DISTRICT DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel Date: May 15, 2012

1. Appointment(s)

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 that the Board of Trustees approve the following appointment(s):

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

NameActivityEffectiveStipendRobinson, NicholasAssistant Track Coach11/12 track season\$3,650.00



Agenda Item (VI-A-2)

Meeting 5/15/2012 - Regular

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

Subject Classified Personnel

College/District District

Funding

Recommended

Action

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

Background Narrative:

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

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

Attachments:

20150515_Classified Personnel

RIVERSIDE COMMUNITY COLLEGE DISTRICT DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel Date: May 15, 2012

1. Appointments

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

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

	<u>Name</u>	<u>Position</u>	Effective Date	Salary	<u>Action</u>
a.	Management/Supervisory				
	DISTRICT Simmons, Michael	Director, Risk Management	05/29/12	X-2	Appointment
	MORENO VALLEY COLLE Pratt, Linda	EGE Director, Student Financial Services	05/29/12	V-3	Appointment
b.	Management/Supervisory – C (None)	Categorically Funded			
c.	Classified/Confidential (None)				

2. Request for Temporary Increase in Workload

(None)

Classified/Confidential - Categorically Funded

It is recommended the Board of Trustees approve the temporary increase in workload for the following position(s). The request has the approval of the Vice President, Career & Technical Programs Director/Assistant Professor, Cosmetology, respectively, at Riverside City College.

<u>Name</u>	<u>Title</u>	From/To Workload	Effective Dates
Cottingham, Susan	Cosmetology Ops Asst.	50% to 100%	05/02/12-06/30/12

Subject: Classified Personnel Date: May 15, 2012

3. Request to Rescind Health Leave Without Pay

At their meeting of April 17, 2012, the Board of Trustees approved a request for an unpaid leave of absence for health reasons for illness or injury for Marc Carbajal, Maintenance Mechanic (Plumber). Mr. Carbajal has since been able to return to work.

It is recommended the Board of Trustees rescind the health leave without pay for Marc Carbajal, Maintenance Mechanic (Plumber).

4. Separation(s)

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

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

<u>Name</u>	<u>Position</u>	Effective Date	Reason
Coates, Stephanie	Medical Office Receptionist	June 29, 2012	Personal
Freeman, Cynthia	Accounting Services Clerk	June 8, 2012	Personal
Huskey, Morgan	Clerk Typist	April 30, 2012	Personal
Jacobsen, Marilyn	Dir., Center for International Students & Programs	July 1, 2012	Retirement
Neal, Udawna	IDS, Cosmetology	April 30, 2012	Non-Continuance Of Probation
Osejo, Marvin	Custodial Manager	May 1, 2012	Personal
Spencer, Linda	Clerk Typist	May 2, 2012	Retirement
Stephens, Michael	Director, Construction	May 16, 2012	Personal



Agenda Item (VI-A-3)

Meeting 5/15/2012 - Regular

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

Subject Other Personnel

College/District District

Funding n/a

Recommended

Action

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

Background Narrative:

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

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

Attachments:

20150515_Other Personnel 20150515_Other Personnel_Backup

RIVERSIDE COMMUNITY COLLEGE DISTRICT DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel Date: May 15, 2012

1. Substitute Assignments

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

2. Short-term Positions

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

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

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

4. Professional Experts

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

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	DEPARTMENT	<u>DATE</u>	<u>RATE</u>			
DISTRICT							
Aguirre, Marisela	CSA I	Safety & Police	07/01/12-06/30/13	\$15.45			
Ochoa, Michael	CSA I	Safety & Police	07/01/12-06/30/13	\$15.45			
Sanchez, Joseph	CSA I	Safety & Police	07/01/12-06/30/13	\$15.45			
Simpson, Kimberly	CSA I	Safety & Police	07/01/12-06/30/13	\$15.45			
Wilbur, John	CSA I	Safety & Police	07/01/12-06/30/13	\$15.45			
MORENO VALLE	Y COLLEGE						
Boerum, Andrea	Tutorial Services Clerk	Tutorial Services	05/14/12-06/30/12	\$18.51			
RIVERSIDE CITY COLLEGE							
Sapien, Monica	Assistant to the Director	Upward Bound	06/01/12-06/30/12	\$22.28			
Sapien, Monica	Assistant to the Director	Upward Bound	07/01/12-07/30/12	\$22.28			

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Almquist, Debbie	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
Auman, Allen	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Backes, Robert	Detective/Investigator	Safety & Police	07/01/12-06/30/13	\$25.00
Baehr, Donnette	Registered Nurse III	Health Services	07/01/12-06/30/12	\$40.00
Bain, Debra	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Ballard, Renata	Registered Nurse III	Health Services	07/01/12-06/30/13	\$40.00
Blackwood, Micah	Interpreter Apprentice	DSPS	07/01/12-06/30/13	\$11.00
Booth, Marsha	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
Castaneda, Alexandra	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Chamberlin, Dana	Interpreter Apprentice	DSPS	07/01/12-06/30/13	\$11.00
Creehan, Joseph	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Cruz, Stephanie	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Custard, Curtis	Reserve Officer	Safety & Police	07/01/12-06/30/13	\$15.65
Eddy, Carmen	Interpreter III	DSPS	07/01/12-06/30/13	\$27.00
Estrada, Laura	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
Fazio, Cynthia	Registered Nurse I	Health Services	07/01/12-06/30/13	\$35.00
Horowitz Flournoy, Jan	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
German, Jonathan	Reserve Officer	Safety & Police	07/01/12-06/30/13	\$15.65
Gilbert, Laurie	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
Granger, Jimmy	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Groves, Sara	Interpreter III	DSPS	07/01/12-06/30/13	\$27.00
Hernandez, Leslie	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
Killen, Laura	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Komori, Hiroko	Interpreter III	DSPS	07/01/12-06/30/13	\$27.00
Lopez, Joseph	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Lovingood, Vanita	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
*Maroida, Stacey	Foundation Specialist	Foundation	04/01/12-06/30/12	\$21.45
Migdal, Amy	Interpreter Apprentice	DSPS	07/01/12-06/30/13	\$11.00
Millan, Linsey	Interpreter III	DSPS	07/01/12-06/30/13	\$27.00
Miller, Gwendolyn	Interpreter II	DSPS	05/16/12-06/30/12	\$23.00
Minkler, Jack	Interpreter III	DSPS	07/01/12-06/30/13	\$27.00
Olivas, Daisy	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
Olson, Matthew	Reserve Officer	Safety & Police	07/01/12-06/30/13	\$15.65
Partida, Henry	Interpreter I	DSPS	07/01/12-06/30/13	\$18.00
Redfearn, Terry	Detective/Investigator	Safety & Police	07/01/12-06/30/13	\$25.00
Richards, James	Reserve Officer	Safety & Police	07/01/12-06/30/13	\$15.65
Rodriguez, Christopher	Interpreter I	DSPS	07/01/12-06/30/13	\$18.00
Romagnano-Dudley, Elise	e Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Trevino, Lee	Reserve Officer	Safety & Police	07/01/12-06/30/13	\$15.65

^{*}Person hired through temporary agency
**The amount paid for a Special Projects Employees is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

<u>NAME</u>	POSITION	<u>DEPARTMENT</u>	DATE	<u>RATE</u>
DISTRICT (Continued)				
Stout, Ann Marie	Interpreter II	DSPS	07/01/12-06/30/13	\$23.00
Stanton, Kevin	Detective/Investigator	Safety & Police	07/01/12-06/30/13	\$25.00
Waggoner, Jennifer	Registered Nurse II	Health Services	07/01/12-06/30/13	\$37.00
NORCO COLLEGE				
Amezola, Eva	Special Project Employee	TRIO	06/01/12-07/31/12	*\$0.00
Campbell, Melvin	Grant Facilitator	TRIO	06/01/12-06/30/12	\$40.00
Campbell, Melvin	Grant Facilitator	TRIO	07/01/12-06/30/12	\$40.00
Escudero, Wellington	Tutor IV	TRIO	07/01/12-07/31/12	\$10.00
Fuentes-Rivera, Pedro	Grant Facilitator	TRIO/Upward Bound	06/01/12-06/30/12	\$40.00
Fuentes-Rivera, Pedro	Grant Facilitator	TRIO/Upward Bound	07/01/12-07/31/12	\$40.00
Ortega, Eduardo	Tutor IV	TRIO	07/01/12-07/31/12	\$10.00
Reid, Bryan	Grant Facilitator	TRIO/Upward Bound	07/01/12-07/31/12	\$40.00
Roman, Perla	Tutor IV	TRIO/Upward Bound	07/01/12-07/31/12	\$10.00
Rubio-Gonzalez, Lissette	UB College Mentor	TRIO/Upward Bound	06/01/12-06/30/12	\$12.00
Rubio-Gonzalez, Lissette	UB College Mentor	TRIO/Upward Bound	07/01/12-07/31/12	\$12.00
Stilwell, John	Grant Facilitator	TRIO/Upward Bound	07/01/12-07/31/12	\$40.00
Thompson, Rowana	Grant Facilitator	TRIO/Upward Bound		\$40.00
RIVERSIDE CITY COLL	EGE			
Alboro, Kamaehu	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Alboro, Kamaehu	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Armenta, Charles	Special Project Employee	Upward Bound	06/04/12-06/30/12	\$0.00
Armenta, Charles	Special Project Employee	Upward Bound	07/01/12-07/12/12	\$0.00
Artgeaga, Alejandra	Stage Tech IV	Performance RIV	07/01/12-01/31/13	\$10.65
Backstrom, Jordan	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Backstrom, Jordan	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Barry, Russell	Stage Tech IV	Performance RIV	07/01/12-01/31/13	\$10.65
Beemer-McGuire, Andrea	Box Office Specialist	Performance RIV	07/01/12-01/31/13	\$13.00
Blair, Trina	Box Office Specialist	Performance RIV	07/01/12-01/31/13	\$13.00
Chisholm, Keith	Stage Master Carpenter	Performance RIV	07/01/12-01/31/13	\$17.00
DesCombes, Aaron	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
DesCombes, Aaron	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
DesCombes, April	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
DesCombes, April	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Egger, Alaina	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Egger, Alaina	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Everley, Shannon	Stage Tech IV	Performance RIV	07/01/12-01/31/13	\$10.65
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^{*}Person hired through temporary agency
**The amount paid for a Special Projects Employees is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

<u>NAME</u>	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLL	EGE (Continued)			
Finfrock, Doug	Asst. Pool Manager	Community Ed	06/18/12-06/30/12	\$10.50
Finfrock, Doug	Asst. Pool Manager	Community Ed	07/01/12-08/09/12	\$10.50
Gallardo, Amanda	Box Office Specialist	Performance RIV	07/01/12-01/31/13	\$13.00
Hennager, David	Stage Technician II	Performance RIV	07/01/12-01/31/13	\$9.55
Hudgens, Ethan	Stage Technician IV	Performance RIV	07/01/12-01/31/13	\$10.65
Kaiser, McKenzie	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Kaiser, McKenzie	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Kent, Courtney	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Kent, Courtney	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Kent, Melanie	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Kent, Melanie	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Liggan, Claudia	Special Project Employee	Upward Bound	06/04/12-06/30/12	**\$0.00
Liggan, Claudia	Special Project Employee	Upward Bound	07/01/12-07/12/12	**\$0.00
Logan, Nadalie	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Logan, Nadalie	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Mahar, Jamison	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Mahar, Jamison	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
McVay, Haley	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
McVay, Haley	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Menchaca, Angela	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Menchaca, Angela	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Merritt, Kanann	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Merritt, Kanann	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Molinar, Dannie	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Molinar, Dannie	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Nasim, Nancy	Grant Project Technician	Career & Tech Ed	05/16/12-06/30/12	\$20.00
Perkins, Craig	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Perkins, Craig	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Pinzon, Lizeth	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Pinzon, Lizeth	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Scheibeler, Tara	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Scheibeler, Tara	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Schnakenberg, Sabrina	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Schnakenberg, Sabrina	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Schmidt, Austin	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Schmidt, Austin	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
St. Hill, Tresa	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
St. Hill, Tresa	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Pacheco, Vanessa	Stage Technician II	Performance RIV	07/01/12-01/31/13	\$9.55

^{*}Person hired through temporary agency
**The amount paid for a Special Projects Employees is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

<u>NAME</u>	<u>POSITION</u>	DEPARTMENT	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLL	LEGE (Continued)			
Shelton, Scott	Stage Technician II	Performance RIV	07/01/12-01/31/13	\$9.55
Schultz, Jason	Stage Technician IV	Performance RIV	07/01/12-01/31/13	\$10.65
Shelton, Jessica	Stage Master Electrician	Performance RIV	07/01/12-01/31/13	\$17.00
Stout, Ann Marie	Interpreter II	Performance RIV	07/01/12-06/30/13	\$23.00
Teets, Caroline	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Teets, Caroline	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Wilcox, Kristi	Lifeguard (Instructor)	Community Ed	06/18/12-06/30/12	\$8.00
Wilcox, Kristi	Lifeguard (Instructor)	Community Ed	07/01/12-08/09/12	\$8.00
Wolgemuth, Aaron	Stage Technician IV	Performance RIV	07/01/12-01/31/13	\$10.65

^{*}Person hired through temporary agency
**The amount paid for a Special Projects Employees is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments

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

DISTRICT FUNDS

<u>NAME</u>	POSITION	<u>DEPARTMENT</u>	DATE	RATE
MORENO VALLEY COLI Miller, Delia	LEGE Student Aide II	Dental Hygiene (HHPS)	04/16/12	\$10.00
NORCO COLLEGE				
Chamberlain, David	Student Aide III	Tutorial Services	04/11/12	\$ 9.00
RIVERSIDE CITY COLLE	EGE			
Chapman, Courtney	Student Aide V	Academic Support Behavioral Science/	04/17/12	\$12.00
Fnu, Jovita	Student Aide I	Admin of Justice	05/01/12	\$ 8.00
Garcia, Elizabeth	Student Aide I	Performing Arts / Music	04/18/12	\$ 8.00
Manzo, Daniel	Student Aide I	Performing Arts / Music	04/12/12	\$ 8.00
Michaels, Mercy	Student Aide I	Early Childhood Studies	04/24/12	\$ 8.00
Philburn, Michelle	Student Aide I	Food Services	04/12/12	\$ 8.00
Sokoya, Oludate	Student Aide I	Library	04/09/12	\$10.00
CATEGORICAL FUNDS				
NAME	<u>POSITION</u>	<u>DEPARTMENT</u>	DATE	RATE
COMMUNITY SERVICE	PROGRAM			
Holloway, Terrence	Student Aide I	Eastside Cybrary - RCC	04/23/12	\$ 8.00
MORENO VALLEY COL	LEGE			
Alexander, Naimah Maia	Student Aide III	Facilities (CW)	04/24/12	\$11.00
Clark, Alvin	Student Aide III	Facilities (CW)	04/17/12	\$11.00
Houser, Tieshia A	Student Aide I	Assessment Center (CW)	04/18/12	\$ 8.25
Knowles, Kenisha	Student Aide II	Student Activities (CW)	04/17/12	\$ 9.50
Maciel, Sandra	Student Aide II	Academic Affairs (CW)	04/17/12	\$10.00
NORCO COLLEGE				
Arellanes, Dolores	Student Aide II	Tutorial Services	04/17/12	\$ 9.00
Cordova, Priscilla	Student Aide II	Tutorial Services	04/24/12	\$ 9.00
Cortez, Omar	Student Aide I	Library	05/01/12	\$ 8.00
Gopez, Chris	Student Aide I	Student Activities	04/16/12	\$ 8.00
Hernandez, Fernando	Student Aide II	Student Support Services	04/13/12	\$ 9.00
Jalanbo, Hanna	Student Aide I	Library	05/01/12	\$ 8.00
Mercado, Isabel	Student Aide II	Tutorial Services	04/26/12	\$ 9.00
Mohyuddin, Muhammad	Student Aide II	Library	04/13/12	\$ 9.00
Olguin, Estepania	Student Aide II	Tutorial Services	04/17/12	\$ 9.00

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

Backup Other Personnel May 15, 2012 Page 2 of 2

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE				
NORCO COLLEGE (CONT'D) Rivera, Veronica Student Aide I CalWORKS/Outreach 04/13/12 \$ 8.00								
Rivera, Veronica	Student Aide I		04/13/12	•				
Ruiz, Jennifer	Student Aide I	Tutorial Services	04/17/12	\$ 9.00				
	RIVERSIDE CITY COLLEGE							
Astorga, Nancy	Student Aide I	DSPS	04/18/12	\$ 8.00				
Calitri, Angela	Student Aide I	Academic Support	04/12/12	\$ 8.00				
Oppelt, Curtis	Student Aide I	Admin Support Center	04/11/12	\$ 8.00				
Solorzano, Samuel	Student Aide I	Admin Support Center	04/11/12	\$ 8.00				
White, Ambria	Student Aide I	Payroll	04/11/12	\$ 8.00				

PROFESSIONAL EXPERTS

Backup Other Personnel May 15, 2012 Page 1 of 1

NAME <u>F</u>	<u>POSITION</u>	DEPARTMENT	<u>DATE</u>	RATE/ AMOUNT
RIVERSIDE CITY	Y COLLEGE			
_	Psychological Health	Haalth Campings	07/01/12 06/20/12	\$85,000.00
F		Health Services	07/01/12-06/30/13	



Agenda Item (VI-B-1)

Meeting 5/15/2012 - Regular

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

Subject Purchase Order and Warrant Report - All District Resources

College/District District

Funding Various Resources

Recommended

Action

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

Order Additions totaling \$12,903,672 and District Warrant Claims totaling \$8,303,590.

Background Narrative:

The attached Purchase Order and Warrant Report - All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$12,903,672 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 191217-192878) totaling \$8,303,590 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 (April) - May 15, 2012

Purchase Order Report - All District Resources Purchases Over \$81,000 4/1/12 thru 4/29/12

PO#	Department	Vendor	Description	Amount
C0003772	Facilities Planning & Development	Inland Inspections & Consulting	Inspection	\$ 139,300
C0003773	Facilities Planning & Development	River City Testing	Testing	116,577
C0003774	Facilities Planning & Development	MDA Johnson Favaro, LLP	Consultants	132,500
C0003795	Facilities Planning & Development	GDA Incorporated	Norco Operations Center Bid Award	919,800
C0003796	Facilities Planning & Development	Letner Roofing Co.	Norco Operations Center Bid Award	135,000
C0003797	Facilities Planning & Development	Queen City Glass Co	Norco Operations Center Bid Award	171,980
C0003798	Facilities Planning & Development	Inland Building Construction Companies, Inc.	Norco Operations Center Bid Award	536,600
C0003799	Facilities Planning & Development	Kincaid Plumbing Co. Inc	Norco Operations Center Bid Award	301,000
C0003800	Facilities Planning & Development	West-Tech Mechanical, Inc	Norco Operations Center Bid Award	535,950
C0003802	Facilities Planning & Development	McKenna General Engineering, Inc	Norco Operations Center Bid Award	373,000
C0003805	Facilities Planning & Development	Fata Construction & Development	Moreno Valley Phase III Bid Award	228,000
C0003806	Facilities Planning & Development	Columbia Steel, Inc	Moreno Valley Phase III Bid Award	2,032,333
C0003807	Facilities Planning & Development	Best Contracting Services, Inc	Moreno Valley Phase III Bid Award	547,900
C0003808	Facilities Planning & Development	Inland Building Construction Companies, Inc.	Moreno Valley Phase III Bid Award	153,000
C0003809	Facilities Planning & Development	West-Tech Mechanical, Inc	Moreno Valley Phase III Bid Award	1,444,950
C0003810	Facilities Planning & Development	JT Wimsatt Contracting Co Inc	Moreno Valley Phase III Bid Award	681,300
C0003811	Facilities Planning & Development	Stolo Cabinets Inc	Moreno Valley Phase III Bid Award	127,300
C0003812	Facilities Planning & Development	Commercial Interiors Acoustics Inc	Moreno Valley Phase III Bid Award	197,146
C0003813	Facilities Planning & Development	Fata Construction & Development	Moreno Valley Phase III Bid Award	284,000
P0032852	Business Operations	California State Teachers' Retriement System	State Teachers' Retirement System	108,188
Additions to	o Approved/Ratify Purchase Orders of \$81	,000 and Over		_
C0002862	Facilities Planning & Development	Tilden-Coil Constructors, Inc	Norco Operations Center	261,630
C0003044	Facilities Planning & Development	LPA Inc.	Architect's Fees	465,407
C0003106	Facilities Planning & Development	Unison Electric	Wheelock Gym Seismic Retrofit	332,481
C0003107	Facilities Planning & Development	West-Tech Mechanical, Inc	Wheelock Gym Seismic Retrofit	87,869
C0003336	Facilities Planning & Development	DLR Group WWCOT	Architect's Fees	339,028
			Total	\$ 10,652,239
			All Purchase Orders, Contracts, and Additions	
			for the Period 04/01/12 - 04/29/12	_
			Contracts- C3768 - C3814	\$ 1,018,645
			Contract Additions- C1141 - C3747	
			Purchase Orders- P32645 - P33080	915,927
			Purchase Order Additions- P29629 - P32157	
			Blanket Purchase Orders- B9789 - B9830	316,861
			Blanket Purchase Order Additions- B8391 - B9776	
			Total	\$ 2,251,433
			Grand Total	\$ 12,903,672



Agenda Item (VI-B-2-a)

Meeting 5/15/2012 - Regular

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

Subject Budget Adjustments

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees approve the budget transfers as presented. It is further recommended that the Board of Trustees authorize making the necessary balancing

transfers among the various accounts and funds of the district.

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). Additionally, at the close of each fiscal year, it is necessary for the Board to grant authority to make necessary balancing transfers among the various accounts and funds of the district. See the attached budget transfers.

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

Attachments:

		<u>Program</u>	Account		Amount
Rive	rside				
R1.	Transf	er to reallocate the Pathways to Excelle	ence grant budget. (Fund 12, R	esou	rce 1190)
	From:	Pathways to Excellence	Classified FT Administrator Classified FT Equipment	\$	88,542 43,002 21,238
	То:	Pathways to Excellence	Academic FT Administrator Employee Benefits Copying and Printing Consultants	\$	16,411 9,821 100 126,450
R2.	Transf	er to provide for supplies. (Fund 12, R	esource 1190)		
	From:	Riverside Co. Pre-Emancipation	Other Services	\$	1,000
	To:	Riverside Co. Pre-Emancipation	Supplies	\$	1,000
R3.		er to reallocate the Riverside County Po 12, Resource 1190)	ost-Emancipation grant budget.	•	
	From:	Riverside Co. Post-Emancipation	Instructional Supplies Transportation/Bus Passes	\$	3,702 817
	То:	Riverside Co. Post-Emancipation	Supplies Other Services	\$	715 3,804
R4.	Transf	er to reallocate the Completion Acaden	nies grant budget. (Fund 12, R	esou	rce 1190)
	From:	Completion Academies	Academic Substitutes Copying & Printing	\$	21,502 1,934
	То:	Completion Academies	Consultants Grant Sub-Agreement Other Services	\$	16,000 3,961 3,475

		<u>Program</u>	Account	<u>Amount</u>
R5.	Transf	er to provide for repair services.		
	From:	Building Maintenance	Repair Parts	\$ 11,000
	To:	Building Maintenance	Repairs	\$ 11,000
R6.	Transf	er to purchase a computer and server.		
	From:	Printing & Lithography	Rents and Leases Repairs Comp Software Maint/Lic	\$ 1,955 5,286 1,050
	To:	Printing & Lithography	Equipment	\$ 8,291
R7.	Transf	er to purchase subscriptions.		
	From:	Automotive Technology	Repairs	\$ 1,051
	To:	Automotive Technology	Subscriptions	\$ 1,051
R8.	Transf	er to purchase instructional supplies.		
	From:	Welding Technology	Instructional Aides, Hourly	\$ 880
	To:	Welding Technology	Instructional Supplies	\$ 880
R9.	Transf	er to provide for instructional aides and	instructional supplies.	
	From:	Applied Photography	Professional Services Repairs Comp Software Maint/Lic	\$ 2,252 1,631 506
	To:	Applied Photography	Instr. Aides, Other Overtime Instructional Supplies	\$ 62 4,327

		<u>Program</u>	Account		<u>Amount</u>
R10.	Transf	er to purchase a storage cart and anator	ny models.		
	From:	Nursing	Instructional Supplies Tests Loundry and Cleaning	\$	1,200 79
	_		Laundry and Cleaning		1,000
	To:	Nursing	Equipment	\$	2,279
R11.		Fer to purchase an electronic sign and state 12, Resource 1190)	reaming media encoder.		
	From:	Nurse Ed Practice & Retention	Conferences	\$	17,100
	To:	Nurse Ed Practice & Retention	Equipment	\$	17,100
R12.	Transf	er to provide for special projects.			
	From:	Student Services	Administrative Contingency	\$	11,756
	To:	Intramural Sports	Academic Special Project Employee Benefits	\$	10,415 1,341
R13.	Transf	er for provide for student help and to pe	urchase a computer.		
	From:	Student Services Contingency	Conferences	\$	5,723
	To:	Student Services Counseling Student Services	Student Help – Non-Instr. Student Help – Non-Instr. Equipment	\$	1,000 2,300 2,423
R14.	Transf	er to provide for travel and an alarm sec	curity panel for the Veteran's o	office.	
	From:	Admissions and Records	Copying and Printing Supplies	\$	2,000 3,900
	То:	Admissions and Records	Conferences Fixtures & Fixed Equipment	\$	5,000 900

		<u>Program</u>	Account		<u>Amount</u>	
R15.	Transf	er to provide for commencement sound	l system services.			
	From:	Commencement	Supplies	\$	1,940	
	To:	Commencement	Other Services	\$	1,940	
R16.	Transf	er to purchase computers.				
	From:	Counseling	Supplies Comp Software Maint/Lic	\$	32 2,002	
	To:	Counseling	Equipment	\$	2,034	
R17.	Transf	er to provide for equipment rental.				
	From:	Transfer Center	Supplies	\$	350	
	To:	Transfer Center	Rents and Leases	\$	350	
R18.	Transf	er for purchase modular office furniture	e. (Fund 12, Resource 1070)			
	From:	Health Services	Student Help – Non-Instr. Memberships Waste Disposal Bank Charges	\$	10,000 2,600 2,200 5,000	
	To:	Health Services	Equipment	\$	19,800	
R19.	R19. Transfer to provide for copying and printing and supplies.					
	From:	Student Co-Curricular Activities	Mileage Cellular Telephone	\$	96 60	
	To:	Student Co-Curricular Activities	Copying and Printing Supplies	\$	96 60	

		<u>Program</u>	Account		<u>Amount</u>
R20.	Transf	er to purchase computers.			
	From:	Auxiliary Business Services	Copying and Printing Supplies Postage Other Services	\$	1,774 2,000 2,900 2,242
	To:	Auxiliary Business Services	Equipment	\$	8,916
R21.	Transf	er to provide for travel. (Fund 12, Reso	ource 1190)		
	From:	Basic Skills/ESL 2009/2010	Supplies	\$	4,270
	To:	Basic Skills/ESL 2009/2010	Conferences	\$	4,270
R22.		er to provide for an academic special pr 12, Resource 1190)	roject and copying and printing	g.	
	From:	Basic Skills/ESL 2010/2011	Supplies	\$	121
	To:	Basic Skills/ESL 2010/2011	Academic Special Project Copying and Printing	\$	51 70
R23.	Transf	er to provide for student help. (Fund 12	2, Resource 1190)		
	From:	Basic Skills/ESL 2011/2012	Supplies	\$	2,000
	To:	Basic Skills/ESL 2011/2012	Student Help – Non-Instr.	\$	2,000
R24.	Transf	er to purchase supplies.			
	From:	Career & Technical Education	Administrative Contingency	\$	1,191
	To:	Media & Communications Printing and Lithography	Supplies Instructional Supplies	\$	300 891

		<u>Program</u>	Account	<u>Amount</u>
R25.	Transf	er to purchase supplies.		
	From:	Education Programs	Cellular Telephone	\$ 150
	To:	Education Programs	Supplies	\$ 150
R26.	Transf	er to purchase instructional supplies.		
	From:	Dean of Instruction	Administrative Contingency	\$ 355
	To:	Chemistry	Instructional Supplies	\$ 355
R27.	Transf	er to provide for travel.		
	From:	Honors Program	Copying and Printing	\$ 250
	To:	Honors Program	Conferences	\$ 250
R28.	Transf	er to purchase computers.		
	From:	Communication Studies	Student Help – Instructional Instructional Supplies	\$ 2,869 1,277
	To:	Communication Studies	Equipment	\$ 4,146
R29.	Transf	er to provide for the annual licensing fe	ees. (Fund 33, Resource 3300)	
	From:	Early Childhood Studies	Supplies	\$ 388
	To:	Early Childhood Studies	License Fees	\$ 388
R30.	Transf	er to relocate fire horn/strobe to comply	with code requirements.	
	From:	ECS – Learning Center	Supplies	\$ 365
	To:	ECS – Learning Center	Fixtures & Fixed Equipment	\$ 365

	<u>Program</u>	Account	<u> </u>	Amount
R31. Trans	fer to reallocate the Library budget and	to purchase a computer.		
From:	Library	Mileage Rents and Leases Repairs Comp Software Maint/Lic	\$	752 1,140 25,520 1,143
То:	Library	Software Reference Books Periodicals/Magazines Equipment	\$	752 1,140 25,520 1,143
R32. Trans	fer to purchase supplies.			
From:	Student Financial Services	Mileage Conferences	\$	11 910
То:	Student Financial Services	Supplies	\$	921
R33. Trans	fer to reallocate the Student Financial A	id grant budget. (Fund 12, Re	esource	1190)
From:	SFAA – Augmentation	Other Services	\$	3,458
То:	SFAA – Augmentation	Academic PT Non-Instr. Employee Benefits	\$	74 3,384
R34. Trans	fer to provide for student help and to pu	archase a computer. (Fund 12,	Resour	rce 1190)
From:	EOPS	Supplies Conferences	\$	2,600 900
То:	EOPS	Student Help – Non-Instr. Equipment	\$	1,961 1,539

		<u>Program</u>	Account		<u>Amount</u>		
R35.	Transf	er to purchase a computer. (Fund 12, F	Resource 1190)				
	From:	CARE	Food Conferences Educational Supplies	\$	350 150 450		
	To:	CARE	Equipment	\$	950		
R36.	. Transf	er to provide for interpreting services.	(Fund 12, Resource 1190)				
	From:	DSPS	Supplies	\$	1,150		
	То:	DSPS	Student Help – Instructional Student Help – Non-Instr. Other Services	\$	420 230 500		
R37.	. Transf	er to provide for student help. (Fund 1	2, Resource 1190)				
	From:	Matriculation	Supplies Mileage	\$	825 175		
	То:	Matriculation	Student Help – Non-Instr.	\$	1,000		
Norc	<u>Norco</u>						
N1.	Transf	er to provide for repairs.					
	From:	Facilities	Supplies Fixtures and Fixed Equip.	\$	2,200 1,066		
	To:	Facilities	Repairs	\$	3,266		

		<u>Program</u>	Account		Amount
N2.	Transf	er to provide for an academic special pr	roject and repairs.		
	From:	VP Academic Affairs	Replacement Equipment Instructional Supplies Mileage	\$	8,800 2,600 400
	To:	VP Academic Affairs	Academic Special Project Repairs	\$	3,000 8,800
N3.	Transf	er to provide for cellular telephone char	rges.		
	From:	Instructional Media Center	Replacement Equipment	\$	902
	To:	Instructional Media Center	Cellular Telephone	\$	902
N4.	Transf	er to provide for a guest speaker and sign	gnage.		
	From:	Arts, Humanities and World Lang.	Printing Instructional Supplies	\$	100 135
	То:	Arts, Humanities and World Lang.	Other Fixtures and Fixed Equipmen	\$ t	100 135
N5.	Transf	Fer to provide for instructional supplies.			
	From:	Physical and Life Sciences	Repairs	\$	3,200
	To:	Physical and Life Sciences	Instructional Supplies	\$	3,200
N6.	Transf	er to provide for repairs and a white bo	ard.		
	From:	Business, Engineering and Info Sys	Instructional Supplies	\$	1,965
	To:	Business, Engineering and Info Sys	Repairs Equipment	\$	1,579 386

		<u>Program</u>	Account		<u>Amount</u>	
N7.	Transf	er to provide for computer licensing and	d computer equipment.			
	From:	Library	Academic PT Non-Instr. Student Help Non-Instr.	\$	1,079 5,072	
	To:	Library	Comp Software Maint/Lic Equipment	\$	3,547 2,604	
N8.	N8. Transfer to realign budget for the purchase of various supply items, a laptop computer as a projector.					
	From:	VP Student Services	Administrative Contingency	\$	5,604	
	To:	VP Student Services	Supplies Reference Books Printing	\$	2,800 21 345	
		Admissions and Records Disabled Student Services	Supplies Equipment Computer Equipment		271 726 1,441	
N9.	Transf	er to provide for repairs and computer of	equipment.			
	From:	Admissions and Records	Supplies	\$	2,114	
	То:	Admissions and Records	Repairs Computer Equipment	\$	232 1,882	
N10.	N10. Transfer to provide for software updates and a fax expansion kit.					
	From:	Student Services	Supplies	\$	455	
	To:	Student Services	Comp Software Maint/Lic Equipment	\$	157 298	

		<u>Program</u>	Account		Amount
N11.	Transf	er to provide for student supplies. (Fur	nd 12, Resource 1190)		
	From:	CalWorks	Instructional Supplies	\$	1,250
	To:	CalWorks	Student Supplies	\$	1,250
N12.	Transf	er to reallocate the Matriculation budge	et. (Fund 12, Resource 1190)		
	From:	Matriculation	Conferences Comp Software Maint/Lic Mileage	\$	76 75 81
	To:	Matriculation	Printing Supplies	\$	151 81
More	eno Val	<u>ley</u>			
M1.	Transf	er to provide for postage. (Fund 12, Re	esource 1050)		
	From:	Moreno Valley Safety & Police	Transportation Supplies	\$	4
	To:	Moreno Valley Safety & Police	Postage	\$	4
M2.		er to provide for asphalt repairs, replace re machine, impact driver and compute		n ed	ger, water
	From:	Facilities VP, Business Services	Grounds/Garden Supplies Repairs	\$	4,602 2,711
	То:	Facilities	Fixtures & Fixed Equipment Equipment Site Improvements	\$	3,500 3,715 98

		<u>Program</u>	Account	Amount
M3.	Transf	er to reallocate the Dental Hygiene bud	get.	
	From:	Health, Human & Public Services	Other Services Waste Disposal Equipment	\$ 2,538 800 240
	То:	Health, Human & Public Services	Supplies Reference Books Instructional Supplies Copying and Printing	\$ 2,216 996 240 126
M4.	Transf	er to provide for repairs and to purchase	e a computer.	
	From:	Health, Human & Public Services	Instructional Supplies	\$ 1,689
	То:	Health, Human & Public Services	Equipment Repairs	\$ 1,200 489
M5.	Transf	er to purchase computers.		
	From:	President	Rents and Leases	\$ 6,100
	To:	President	Equipment	\$ 6,100
M6.		er to reallocate the Title V HSI Coopera 12, Resource 1190)	ative grant budget.	
	From:	President – Title V HSI Coop	Classified FT Classified Special Project Lecturers	\$ 5,000 2,000 802
	То:	President – Title V HSI Coop	Reference Books Supplies Food Copying and Printing	\$ 3,500 2,500 1,800 2

		<u>Program</u>	Account		<u>Amount</u>
M7.	Transfe	er to provide for art models.			
	From:	Humanities and Social Sciences	Instructional Supplies	\$	1,270
	To:	Humanities and Social Sciences	Professional Services	\$	1,270
M8.	Transfe	er to purchase an incubator and a comp	uter.		
	From:	Mathematics, Science & Kinesiology	Instructional Supplies Repairs	\$	3,035 327
	To:	Mathematics, Science & Kinesiology	Equipment	\$	3,362
M9.	Transfe	er to reallocate the Early Childhood Stu	dies budget. (Fund 33, Resou	rce í	3300)
	From:	Early Childhood Studies	Academic FT Non-Instr. Employee Benefits	\$	20,425 3,275
	To:	Early Childhood Studies	Student Help – Non-Instr. Supplies Electricity Other Services Natural Gas	\$	13,000 5,000 4,000 1,400 300
M10	. Transf	Fer to provide for student help.			
	From:	Library	Repairs	\$	1,500
	To:	Library	Student Help – Non-Instr.	\$	1,500
M11	. Transf	Fer to purchase a phone.			
	From:	Admissions & Records	Copying and Printing	\$	263
	To:	Admissions & Records	Equipment	\$	263

	Program	Account	Amount
M12. Transf	Fer to reallocate the Student Services bu	idget.	
From:	Student Financial Services Job Placement	Other Services Short-Term Temporary	\$ 3,663 6,433
То:	Student Financial Services Student Services	Supplies Equipment Administrative Contingency Equipment	\$ 3,663 1,747 4,023 663
M13. Transf	Fer to reallocate the Counseling and Pue	ente budgets.	
From:	Counseling – Puente Counseling	Supplies Supplies	\$ 4,649 743
То:	Counseling – Puente Counseling	Equipment Fixtures & Fixed Equipment Equipment Administrative Contingency Travel Expenses Conferences	\$ 3,249 300 743 275 735 90
M14. Transf	Fer to purchase computers. (Fund 12, R	esource 1190)	
From:	EOP&S	Student Help – Non-Instr.	\$ 3,020
То:	EOP&S	Equipment	\$ 3,020
M15. Transf	Fer to purchase tests and computers. (F	und 12, Resource 1190)	
From:	Matriculation	Classified Substitutes Student Help – Non-Instr. Mileage Comp Software Maint/Lic	\$ 1,285 4,438 400 800
То:	Matriculation	Tests Equipment	\$ 775 6,148

		<u>Program</u>	Account		Amount
<u>Distr</u>	rict Offi	ce and District Support Services			
D1.		Fer to reallocate the Community Emerge 12, Resource 1190)	ency Response Team (CERT) g	grant	budget.
	From:	CERT	Supplies	\$	514
	То:	CERT	Academic Special Project Employee Benefits Mileage	\$	450 58 6
D2.	Transf	er to provide for fuel.			
	From:	District Safety & Police	Supplies	\$	291
	То:	District Safety & Police Norco Safety & Police	Transportation Supplies Transportation Supplies	\$	40 251
D3.	Transf	er to provide for printing. (Fund 12, Re	esource 1190)		
	From:	CTE – Transitions Grant	Other	\$	3,500
	To:	CTE – Transitions Grant	Printing	\$	3,500
D4.	Transfer to reallocate the Center for International Trade Development grant budget. (Fund 12, Resource 1190)				
	From:	Economic Development – CITD	Classified FT Administrator Employee Benefits	\$	15,418 5,873
	To:	Economic Development – CITD	Conferences Other	\$	15,418 5,873

		<u>Program</u>	Account	<u>Amount</u>
D5.		Fer to reallocate the Responsive Training 12, Resource 1190)	g Fund grant budget.	
	From:	Economic Development Responsive Training Fund	Classified FT Employee Benefits Equipment	\$ 15,811 3,440 920
	To:	Economic Development Responsive Training Fund	Reference Books Professional Services	\$ 2,171 18,000
D6.	Transf	Fer to purchase computers.		
	From:	Diversity and Human Resources	Conferences Fingerprints	\$ 2,900 900
	To:	Diversity and Human Resources	Equipment	\$ 3,800



Agenda Item (VI-B-3-a)

Meeting 5/15/2012 - Regular

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

Subject Resolution No. 42-11/12 - 2011-2012 Youth Empowerment Strategies for Success -

Independent Living Program - Moreno Valley College

College/District District

Funding Fund 12, Resource 1190

Recommended

Action

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

resolution.

Background Narrative:

The Riverside Community College District has received funding for the 2011-2012 Youth Empowerment Strategies for Success - Independent Living Program, Moreno Valley College in the amount of \$500 from the Foundation for California Community Colleges. The funds will be used for supplies for the program.

Prepared By: Tom Harris, Acting President, Moreno Valley College Eugenia Vincent, Dean, Student Financial Services

Attachments:

Resolution No. 42-11/12 - Youth Empowerment - MV - May 15, 2012

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 42-11/12

2011-2012 Youth Empowerment Strategies for Success - Independent Living Program - Moreno Valley College

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$500 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at
a regular meeting on May 15, 2012.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 42-11/12

2011-2012 Youth Empowerment Strategies for Success - Independent Living Program - Moreno Valley College

Year	County	District	Date	Fund
12	33	07	5/15/2012	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0239	8190	500	00	REVENUE
							EXPE		EXPENDITURES
12	FZE	1190	0	6460	0239	4590	300	00	Supplies
12	FZE	1190	0	6460	0239	4710	200 00 Food		Food
							500	00	TOTAL INCOME
							500	00	TOTAL EXPENDITURES



Agenda Item (VI-B-3-b)

Meeting 5/15/2012 - Regular

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

Subject Resolution No. 41-11/12 - 2011-2012 State Construction Allocation for the Moreno Valley

College Student Academic Services Facility

College/District District

Funding Fund 41, Resource 4100

Recommended

It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$12,945,000 to the budget and authorize the Vice Chancellor, Administration and Finance to Action

sign the resolution.

Background Narrative:

The Riverside Community College District has received funding for the 2011-2012 Moreno Valley Student Academic Services Facility in the amount of \$12,945,000 from the California Community Colleges Chancellor's Office. The funds will be used for construction of the Student Academic Services Facility.

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

Attachments:

Resolution No. 41-11/12 - MV Student Academic Services - May 15, 2012

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 41-11/12

2011-2012 State Construction Allocation for the Moreno Valley College Student Academic Services Facility

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$12,945,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution
adopted by the governing board at
a regular meeting on May 15, 2012.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 41-11/12

2011-2012 State Construction Allocation for the Moreno Valley College Student Academic Services Facility

Year	County	District	Date	Fund	
12	33	07	5/15/2012	41	

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
41	0	4100	0	0000	0676	8659	12,945,000	00	REVENUE
									EXPENDITURES
41	FDD	4100	0	7125	0676	6216	12,945,000 00 Construction Contr		Construction Contract
							12,945,000	00	TOTAL REVENUE
							12,945,000	00	TOTAL EXPENDITURES



Agenda Item (VI-B-4-a)

Meeting 5/15/2012 - Regular

Agenda Item Consent Agenda Action (VI-B-4-a)

Subject Contingency Budget Adjustments

College/District District

Funding Fund 12, Resource 1180

Recommended Action

It is recommended that the Board of Trustees, by a two-thirds vote of the members, approve

the contingency budget transfer as presented.

Background Narrative:

The 2011-12 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals, and objectives. New initiatives and projects, and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The attached contingency budget adjustments have been requested:

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

Attachments:

Contingency Budget Adjustments - May 15, 2012

Contingency Budget Adjustments May 15, 2012

<u>Program</u> <u>Account</u> <u>Amount</u>

1. Transfer to provide for the increase of the Citrus Belt Savings & Loan Gallery Project; approved by the Board of Trustees on February 21, 2012, Board Report No. VIII-E-1. (Fund 12, Resource 1180)

From: Redevelopment Pass-Through Contingency \$ 21,683

Fund

To: Facilities Plng Desgn & Cnstr Citrus Belt Svgs & Loan Glry Proj \$ 21,683



Agenda Item (VI-B-6-a)

Meeting 5/15/2012 - Regular

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

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

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees ratify contracts totaling \$1,018,645.

Background Narrative:

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

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

Attachments:

Contracts and Agreements Less than \$81,000 (April) - May 15, 2012

Contracts and Agreements Report - All District Resources \$81,000 and Under 4/1/12 thru 4/29/12

PO#	Department	Vendor	Business Location	Description	Amount
C0003768	Life Sciences	Reuter, Ron	Bend, Or	Professional Services	\$ 10,000
C0003769	Performance Riverside	Samuel French, Inc.	Hollywood, CA	Rents and Leases	2,400
C0003769	Performance Riverside	Samuel French, Inc.	Hollywood, CA	Rents and Leases	3,150
C0003770	Facilities Planning & Development	TTG Commissioning	Pasadena	Consultants	14,000
C0003771	Performance Riverside	Tams-Witmark Music Library, Inc.	New York, NY	Rents and Leases	4,070
C0003775	CTE Projects - Norco	EMSI	Moscow, ID	Fees	15,000
C0003776	Facilities Planning & Development	Michael Merino Architects	Orange	Architect's Fees	10,990
C0003777	Performance Riverside	Music Theatre International	New York, NY	Rents and Leases	4,450
C0003778	Performance Riverside	Music Theatre International	New York, NY	Rents and Leases	4,450
C0003779	Performance Riverside	Music Theatre International	New York, NY	Rents and Leases	4,150
C0003780	Student Services	Garrison Associates	San Francisco	Consultants	2,700
C0003781	Workforce Preparation	Datatel, Inc.	Fairfax, VA	Consultants	73,500
C0003782	Workforce Preparation	Datatel, Inc.	Fairfax, VA	Comp Equip Additional \$5000 >	68,800
C0003783	Workforce Preparation	Datatel, Inc.	Fairfax, VA	Consultants	55,450
C0003784	Workforce Preparation	Datatel, Inc.	Fairfax, VA	Computer Software Maint/Lic	24,500
C0003785	Allied Health	Sharp Electronics Corp.	Santee	Repairs - Service	818
C0003786	Human Resources & Diversity	Orange County Foundation	Orange	Insurance	5,000
C0003787	Facilities Planning & Development	Inland Pacific Tile, Inc	San Bernardino	Norco Operations Center Bid Award	68,400
C0003788	Facilities Planning & Development	K & Z Cabinet Co, Inc	Ontario	Norco Operations Center Bid Award	34,593
C0003789	CTE Projects - Norco	Unity Technologies A/S	San Francisco	Computer Software Maint/Lic	10,800
C0003790	President - Moreno Valley Campus	Ayres Hotel	Moreno Valley	Meeting Expenses	1,208
C0003791	Facilities Planning & Development	KD Acoustics	Riverside	Norco Operations Center Bid Award	27,501
C0003792	Facilities Planning & Development	Riccardi Floor Covering Inc	Ontario	Norco Operations Center Bid Award	31,000
C0003793	Career and Technical Ed - Norco	Doubletree Hotel	Ontario	Meeting Expenses	11,372
C0003794	Community Ed & Senior Citizen Education	Eydie's Office	Corona	Professional Services	200
C0003801	Community Ed & Senior Citizen Education	Spiers, John Wiley	Seattle, WA	Professional Services	95
C0003803	Facilities Planning & Development	MC Painting	Vista	Norco Operations Center Bid Award	49,000
C0003804	Life Sciences	Sharp Electronics Corp.	Pasadena	Repairs - Service	1,205
C0003814	Facilities Planning & Development	HMC Architects	Ontario	Architect's Fees	79,500
N/A	Customized Solutions	Riverside County Economic Development Agency	Riverside	Cooperative Agreement for Economic Devel	No Cost
N/A	TriTech	Tech Coast Venture Network	Riverside	Cosponsorship Agreement	No Cost
N/A	Purchasing	Ralphs	Hutchinson, KS	Manual Purchase Order Account Set Up	No Cost
N/A	Academic Affairs - Moreno Valley	Fillman, Michael J, DDS	Yucaipa	Clinical Training Services	No Cost
N/A	Campus Business Operations	City of Riverside	Riverside	Center for Social Justice Project Funding	No Cost
N/A	Customized Solutions	Ben Hudnall Memorial Trust	Riverside	Educational Services	No Cost
N/A	Nursing	Tyler Springs Apartment Homes for Seniors	Riverside	Community Agency Agreement	No Cost
N/A	Customized Solutions	Your OSHA Coordinator	Riverside	Training Services	No Cost
N/A	Admissions & Records - Moreno Valley	Lasselle Elementary School	Moreno Valley	Facilities Use	No Cost
N/A	Safety & Police	Mobile NOW!	Whitestone, NY	Cellular Services	No Cost
Additions to	o Approved/Ratify Contracts of \$81,000 and Under				
C0001141	Facilities Planning & Development	GKK Works	Irvine	Architect's Fees	34,726

Contracts and Agreements Report - All District Resources \$81,000 and Under 4/1/12 thru 4/29/12

PO#	Department	Vendor	Business Location	Description	Amount
C0002844	Campus Student Services - Norco	Greatamerica Leasing Corporation	Cedar Rapids, IA	Rents and Leases	862
C0002925	Facilities Planning & Development	Kretschmar & Smith Inc	Riverside	Nursing/Sciences Building	5,149
C0002931	Facilities Planning & Development	Sierra Lathing Company, Inc	Rialto	Nursing/Sciences Building	50,000
C0002937	Facilities Planning & Development	Pecoraro, Inc	San Diego	Nursing/Sciences Building	5,970
C0002938	Facilities Planning & Development	RVH Constructors, Inc.	Ontario	Nursing/Sciences Building	33,517
C0003103	Facilities Planning & Development	Daart Engineering Co., Inc.	San Bernardino	Remodel Projects	578
C0003104	Facilities Planning & Development	Waterproofing Experts, Inc	Canoga Park	Remodel Projects	948
C0003152	Communications Center - Moreno Valley	Oce Financial Services / Leases	Chicago, IL	Rents and Leases	15,429
C0003341	Administration & Finance	Dolinka Group, LLC	Irvine	Consultants	41,133
C0003505	Board of Trustees	Liebert Cassidy Whitmore	Los Angeles	Legal	20,000
C0003506	Mathematics, Science & PE - Moreno Valley	Fitness 19 Ca #187, LLC	Moreno Valley	Rents and Leases	540
C0003529	Community & Economic Development	Gereau, Servando	Redlands	Training	4,650
C0003552	Community Ed & Senior Citizen Education	Education To Go	Temecula	Professional Services	3,000
C0003554	Community & Economic Development	Amaya, Teresa	Perris	Professional Services	14,000
C0003593	Institutional Effectiveness	Lifesigns, Inc.	Riverside	Professional Services	455
C0003595	Community Ed & Senior Citizen Education	Nicholson, Kellie R	Glendale	Professional Services	500
C0003606	Customized Solutions	SJG, Inc	Yucaipa	Tech Skills and Website Development	800
C0003620	Community Ed & Senior Citizen Education	Boulos, Jenesie	Cerritos	Professional Services	5,100
C0003644	Student Success - Norco	Epsilen, LLC	Indianapolis, IN	Computer Software Maint/Lic	32,486
C0003681	Information Services	Hyland Software, Inc	Westlake, OH	Computer Software Maint/Lic	14,350
C0003706	Community & Economic Development	GXB Interactive Corporation	Claremont	Consultants	20,000
C0003707	Community & Economic Development	Kasle, Donald H	Westminister	Consultants	20,000
C0003708	Community & Economic Development	Plenum Revenue Group	Laguna Niguel	Consultants	20,000
C0003709	Community & Economic Development	Redtail Capital	Temecula	Consultants	10,000
C0003710	Community & Economic Development	Resonnect Marketing	Carlsbad	Consultants	15,000
C0003711	Community & Economic Development	Vantages	Manhattan Beach	Consultants	30,000
C0003747	Community & Economic Development	Alvarez, Hugo	Fontana	Professional Services	1,150
N/A	Public Safety, Education & Training	Department of California Highway Patrol	Sacramento	Amend #1, changes wording	No Cost
N/A	Safety & Police	Credentials Order Processing Services, Inc.	Northfield, IL	Amend #1, extends contract	No Cost
				Total	\$ 1,018,645



Agenda Item (VI-B-6-b)

Meeting 5/15/2012 - Regular

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

Subject Contract Agreement No. C11-0031 between Chancellor's Office, California Community Colleges

and Riverside Community College District

College/District District

Funding Fund 12, Resource 1190

Recommended

Action

It is recommended that the Board of Trustees approve the Contract Agreement C11-0031 (Cal WORKs Set-A-Side), for the time frame of July 1, 2011 through June 30, 2012, in the amount

of \$80,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the

Contract.

Background Narrative:

This contract between Riverside City College and the California Community College Chancellor's Office represents a renewal of last year's contract. These funds will be used to support CalWORKs Director's training and technical assistance throughout the state. The contract was submitted to the College by the CCCCO in March 2012. The contract was incomplete and the CCCCO was slow in responding to our requests for corrections. Total payment under this agreement shall not exceed \$80,000.00, for the period July 1, 2011 through June 30, 2012. Funding source: California Community College Chancellor's Office.

Prepared By: Cynthia Azari, President, Riverside City College

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

Attachments:

Contract C11-0031

STATE OF CALIFORNIA

STANDARD AGREEMENT

ЭI	ANDARD AGREEMENT		
CCC	C 213 (Rev 03/06)	AGREEMENT NUMBER	
		C11-0031	
		REGISTRATION NUMBER	
1.	This Agreement is entered into between the State Agency and the Contract	ctor named below:	
	STATE AGENCY'S NAME		
	BOG, California Community Colleges, Chancellor's Office		
	CONTRACTOR'S NAME		
	Riverside CCD		
2.	The term of this July 1, 2011 through June 30), 2012	
	Agreement is:		
3.	¥ 00,000.00		
	of this Agreement is:		
4.	The parties agree to comply with the terms and conditions of the following part of the Agreement.	exhibits which are by the	nis reference made a
	Exhibit A – Scope of Work		1 page(s)
	Exhibit B – Budget Detail and Payment Provisions		2 page(s)
	Exhibit C – General Terms and Conditions (Attached hereto as part of th	is Agreement)	6 page(s)
	Exhibit D – Special Terms and Conditions (Attached hereto as part of this	s Agreement)	12 page(s)
	Exhibit E – Request for Proposals (Attached hereto as part of this Agree	ment)	0 page(s)
	Exhibit F - Contractor's Proposal (Attached hereto as part of this Agreem	nent)	2 page(s)
	Exhibit G - Contractor's Cost Proposal (Attached hereto as part of this A	greement)	1 page(s)

5 page(s)

0 page(s)

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

hereto as part of this agreement)

Exhibit I – Additional Provisions

Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached

CONTRACTOR	Chancellor's Office, California Community Colleges Use Only	
CONTRACTOR'S NAME (if other than an individual, state whether a corp		
Riverside CCD		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
K		
PRINTED NAME AND TITLE OF PERSON SIGNING	<u>'</u>	
Jim Buysse, Vice Chancellor Administration and F	inance	
ADDRESS		
4800 Magnolia Ave., Riverside, CA 92506		
STATE OF CALIFORI		
AGENCY NAME		
BOG, California Community Colleges, Chancellor	's Office	
BY (Authorized Signature)	DATE SIGNED(Do not type)	
Ø		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Steven Bruckman, Executive Vice Chancellor		Exempt from DGS approval pursuant
ADDRESS		to AB 1441, Chapter 36 of the Statutes of 2000
1102 Q Street, Sacramento, CA 95811-6549		0.2000

AMOUNT ENCUMBERED BY	PROGRAM/CATEGORY (CODE AND TIT	LE)		FUND TITLE	
THIS					
DOCUMENT	Local Assistance			General	
\$ 80,000.00	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED					
FOR THIS CONTRACT \$ 0	ITEM 6870-101-0001(7)	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-12	
TOTAL AMOUNT ENCUMBERED	OBJECT OF EXPENDITURE (CODE AND		2011	2011-12	
TO DATE	OBOLOT OF EXPENDITORE (OODE MIND	TITLE)			
\$ 80,000.00	5218-751-21450				
	onal knowledge that budgeted funds are	T.B.A. NO.	B.R. NO.		
<i>avaliable for the period and purpo</i> SIGNATURE OF ACCOUNTING OF	se of the expenditure stated above. FICER		DATE	=	
GNATURE OF ACCOUNTING OF	FICER		DATE		

SCOPE OF WORK

1. Services to Be Provided

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

2. Project Representatives

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

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

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

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

3. Contractor's Project Director and Key Personnel

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

4. Chancellor's Office Project Monitor

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

5. Chancellor's Office Contract Manager

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

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

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

2. Budget Changes

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

3. Budget Contingency Clause

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

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Fiscal Reports

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

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, 4th Floor, Sacramento, CA 95811-6549.

5. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

GENERAL TERMS AND CONDITIONS

1. Amendment

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

2. Assignment

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

3. Audit

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

4. Indemnification

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

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

GENERAL TERMS AND CONDITIONS

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

5. Disputes

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

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

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

6. Termination

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

GENERAL TERMS AND CONDITIONS

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

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

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

7. Independent Status of Contractor

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

8. Recycling Certification

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

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause

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

10. Certification Clauses

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

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

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

GENERAL TERMS AND CONDITIONS

13. Governing Law

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

14. Antitrust Claims

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

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

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

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

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

16. Unenforceable Provision

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

17. Priority Hiring Considerations

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

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Subcontracts

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

3. Subcontract Payments

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

SPECIAL TERMS AND CONDITIONS

4. Notice

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

5. Interpretation

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

6. Reports

- a. Monthly Progress Reports. Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.
- b. Final Report. By July 31, 2012, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.
 - Summary. The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor's Office with ten (10) copies and a reproducible master.
 - 2. Abstracts. Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

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

The Contractor shall be available from July 31, 2012, to and including August 31, 2012, to answer questions pertaining to the Final Report and/or revise the Final Report.

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

SPECIAL TERMS AND CONDITIONS

- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6549
- e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

7. Copyright and Intellectual Property

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

SPECIAL TERMS AND CONDITIONS

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

SPECIAL TERMS AND CONDITIONS

8. Public Hearings

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

9. Confidentiality of Data and Reports

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

10. Provisions Relating to Data

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

SPECIAL TERMS AND CONDITIONS

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

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

11. Ownership of Data And Reports

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

12. Approval of Products and Deliverables

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

SPECIAL TERMS AND CONDITIONS

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

13. Waiver

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

14. Work by Chancellor's Office Personnel

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

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

15. Changes in the Timing of Performance of Tasks

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

16. Travel and Per Diem

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

SPECIAL TERMS AND CONDITIONS

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

Accounting Unit Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811-6549

17. Captions

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

18. Accessibility for Persons with Disabilities

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

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

SPECIAL TERMS AND CONDITIONS

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

19. Eligibility for Noncitizens

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

20. Performance Evaluation

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

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

21. Commissions and Contingency Agreements

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

22. Licenses and Permits

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

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

SPECIAL TERMS AND CONDITIONS

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

23. Standards of Conduct

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

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

SPECIAL TERMS AND CONDITIONS

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

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

24. Follow-on Contracts

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

25. Statewide or Regional Projects

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

SPECIAL TERMS AND CONDITIONS

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

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

26. Surveys

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

27. Safety and Accident Prevention

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

California Community Colleges Chancellor's Office Agreement for the CalWORKs Program Riverside Community College District Contract Agreement No. 11-0031

2011-12 Work Statement

Exhibit F

Of the amount approved in the 2011-12 State Budget Act for the provision of specialized services for CalWORKs students, **\$80,000** has been set-aside for statewide activities in support of local community college CalWORKs program operations. These funds will be used to engage in a variety of local technical assistance projects and activities.

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

1. Training

1.1 New CalWORKs Directors/Coordinators Training

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

1.2 Statewide Training

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

2. Program Evaluations and Technical Assistance

2.1 Consulting Services

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

3. Miscellaneous Activities

3.1 CalWORKs State Advisory Committee and Ad Hoc Task Groups

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

3.2 Reproduction and Dissemination

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

4. Administrative Support

4.1 Administrative Expenses

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

California Community Colleges Chancellor's Office Agreement for the CalWORKs Program Riverside Community College District Contract Agreement No. 11-0031

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

California Community Colleges Chancellor's Office Agreement for the **CalWORKs Program Riverside Community College District** Contract Agreement No. 11-0031

2011-12 BUDGET SPECIFICS

Exhibit G

1. Training \$21,000

1.1 New CalWORKs Directors/Coordinators Training

New CalWORKs Directors/Coordinators Training in September 2011 in Sacramento to cover costs of New CalWORKs Directors/Coordinators including per diem, travel expenses, lodging, hotel set-up fee, and training materials.

Statewide Training

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

2. Program Evaluation and Technical Assistance

\$30,000

2.1 **Consulting Services**

Onsite targeted technical assistance and support for up to 10 college site visits, as well as consulting fees to provide consulting services to the community college system. Costs include consultant fees, travel and per diem expenses.

3. Miscellaneous Activities

\$21,000

- CalWORKs State Advisory Committee and Ad Hoc Task Groups Support four meetings annually for CalWORKs state advisory committee and support ad hoc task force group meetings as needed to discuss, review, and recommend policy/issues related to CalWORKs. Meeting costs, travel and per diem expenses will be paid through this agreement.
- Reproduction and Dissemination 3.2

Support the reproduction and distribution of reports and other material that would be of value to CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, and manuals.

Subtotal \$72,000

4. Administrative Support

\$8,000

Administrative Expenses

Provide necessary administrative and fiscal oversight to support the above activities.

Grand Total \$80,000

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

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number			
Riverside Community College District	33-0831357			
By (Authorized Signature)				
Printed Name and Title of Person Signing				
Jim Buysse, Vice Chancellor Administration and Finance				
Date Executed in the County of				
	Riverside			

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

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

2. Drug-Free Workplace Requirements

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

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

 Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. National Labor Relations Board Certification

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

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

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

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

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

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

5. Expatriate Corporations

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

6. Sweatfree Code Of Conduct

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

penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

7. Debarment, Suspension, And Other Responsibility Matters

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

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

8. Domestic Partners

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. Conflicts of Interests

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

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

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

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

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

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

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

2. Labor Code/Workers' Compensation

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

3. Americans With Disabilities Act

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

4. Contractor Name Change

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

5. Corporate Qualifications to Do Business in California

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

6. Resolution

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

7. Air or Water Pollution Violation

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

8. Payee Data Record Form (Std. 204)

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



Agenda Item (VI-B-7)

Meeting 5/15/2012 - Regular

Agenda Item Consent Agenda Action (VI-B-7)

Subject Out-of-State Travel

College/District District

Funding n/a

Recommended

Action

Recommend 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:

Out of State Travel May 2012

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date: May 15, 2012

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

Current:

Moreno Valley College

- 1) Ms. Maureen Chavez, associate dean, grants and college support programs, to travel to Seattle, Washington, June 24-28, 2012, to attend the 2012 Mobile Laboratory Coalition Conference. Estimated cost: \$2,256.58. Funding source: Science, Technology, Engineering and Math Title III Project Technology Access Program Grant funds.
- 2) Mr. Michael Estrada, associate professor, physician assistant program, to travel to Bethesda, Maryland, June 4-7. 2012, to attend the Interprofessional Oral Health Core Competencies Forum. There is no cost to the District.
- 3) Ms. Natalie Hannum, associate professor, fire technology, to travel to Emmitsburg, Maryland, May 29-June 2, 2012, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$1,150.00. Funding source: Perkins Title I-C Grant funds.
- 4) Dr. Tom Harris, president, to travel to Grand Forks, North Dakota, May 21-23, 2012, to attend the Unmanned Aircraft Systems Summit 2012. Estimated cost: \$2,582.00. Funding source: the general fund.
- Ms. Jeanette LaPorte, project director, fund for the improvement of postsecondary education grant, to travel to Emmitsburg, Maryland, May 30-June 3, 2012, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$850.00. Funding source: Perkins Title I-C Grant funds.
- 6) Mr. Armone Lochard, student success specialist, to travel to Seattle, Washington, June 24-28, 2012, to attend the 2012 Mobile Laboratory Coalition Conference. Estimated cost: \$2,256.58. Funding source: Hispanic Serving Institution/Science, Technology, Engineering and Math Title III Project Technology Access Program Grant funds.

	Ν	'orco	Coll	lege:
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None.

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date: May 15, 2012

Riverside City College:

- 1) Dr. Cynthia Azari, president, to travel to Seattle, Washington, June 12-15, 2012, to attend the 4th Annual Postsecondary Success Grantee Convening Accelerating Momentum: Tools and Practices on the Pathway to Student Success. There is no cost to the District. All travel expenses will be paid by the Bill & Melinda Gates Foundation.
- 2) Mr. Richard Finner, associate professor, graphics technology, to travel to Kansas City, Missouri, June 22-28, 2012, to attend the Leadership Development for chapter advisors and providing a forum for students to compete in their skill areas and make industry connections. Estimated cost: \$2,495.00. Funding source: Perkins Title I-C Grant funds.
- 3) Ms. Laneshia Judon, associate professor, business administration, to travel to Port Canaveral, Miami, Ft. Lauderdale, Florida and Grand Turk, Bahamas, to accompany twelve (12) students participating in the Leadership and Business Club Retreat. There is no cost to the District. All travel will be paid by fundraising and student contributions.
- 4) Mr. Jim Knieriem, instructor, welding, to travel to Kansas City, Missouri, June 22-28, 2012, to attend the Leadership Development for chapter advisors and providing a forum for students to compete in their skill areas and make industry connections. Estimated cost: \$2,495.00. Funding source: Perkins Title I-C Grant funds.
- 5) Ms. Aya Saito, international students and programs specialist, to travel to Houston, Texas, May 27-June 1, 2012, to attend the Association of International Educators Conference to learn updated federal regulations and to recruit international students. Estimated cost: \$2,558.00. Funding source: the general fund.
- Ms. Cynthia Taylor, director, community in learning partnership, to travel to Seattle, Washington, June 12-14, 2012, to attend the Postsecondary Success 4th Annual Grantee Convening Accelerating Momentum Tools and Practices on the Pathway to Student Success Bill & Melinda Gates Foundation. Estimated cost: \$1,402.20. Funding source: Completion Counts Grant funds.

Riverside Community College District:

None.



Agenda Item (VI-B-8-a)

Meeting 5/15/2012 - Regular

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

Subject Part Out and Disposal of RTA Bus

College/District Riverside

Funding No Cost to the District

Recommended It is recommended that the Board of Trustees approve the sale of 1995 RTA Bus VIN#

Action 1GF5ACNK3SD106231 to Transit Sales International for the amount of \$1.00.

Background Narrative:

Riverside City College received four (4) busses from Riverside Transit Authority to assist the Automotive Technology Department in program enhancement. A flexible fuel engine was removed from one bus for student use, leaving the remainder of the bus as surplus. Eventually the three (3) remaining bus engines will be removed.

Prepared By: Cynthia Azari, President, Riverside City College

Attachments:

Transit Sales International Letter



TRANSIT SALES INTERNATIONAL 1863 Service Court Riverside, CA 92507

March 21, 2012

Riverside Community College 1155 Spruce St Riverside, CA

To Whom It May Concern:

Transit International has agreed to purchase from Riverside Community College the following bus in the amount of \$1.00. We will have our truck pick up the bus within 72 hours of notification that it is ready. Transit Sales International understands that the bus has a salvaged title and our agreement is we will part out and dispose of the bus as TSI makes every effort to reclaim and recycle in an environmentally sustainable way and in compliance with the state laws.

1995 Bus with VIN 1GF5ACNK3SD106231

This agreement is made upon the express condition that Transit Sales International agrees to hold harmless and indemnify Riverside Community College, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property while moving the vehicle stated above.

Thank You,

Elliott Carson

Director of Bus Acquisition Transit Sales International

(909) 973-0254



Agenda Item (VI-B-8-b)

Meeting 5/15/2012 - 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 - May 15, 2012

Surplus Property May 15, 2012

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL#	ASSET TAG #
1	GATEWAY	MONITOR	VX920	P008022346	017264
1	HP	SCANNER	5300C	CN05Z20113	017310
1	EPSON	PRINTER	1160	B2DK03620	017297
1	GATEWAY	MONITOR	FPD1570	KUL5033D0017788	019220
1	HP	PRINTER	PSC 750XI	MY2APD10CP	020014
1	3M	OVERHEAD PROJECTOR	1700JK	1167137	020019
1	PHILIPS	TELEVISION	PC0127C	78041690	020016
1	GATEWAY	CPU	PROFILE	0029432394	020011
1	GATEWAY	CPU	PROFILE	0029432393	020012
1	GATEWAY	CPU	PROFILE	0029432395	020013
1	GATEWAY	MONITOR	EV700	MU17026CN7575	017292
1	CANON	VIDEO VISUALIZER	RE450X	2660010210	022968
1	HP	PRINTER	2100	USGH234679	016482
1	EPOS CORP	CPU	P1	815002	017293
1	TEKTRONIK	PRINTER	PH850	M0G0312	020974
1	XEROX	PRINTER	PHAS5400	FNW004185	020695
1	GATEWAY	MONITOR	E4400	000356051182	020452
1	HP	PRINTER	4250n	CNBXC30711	024512
1	FISHER SCIEN	INCUBATOR	637D	501N0002	024801
1	TOSHIBA	LAPTOP	PORTEGE M200	A4067600H	024805
1	GATEWAY	MONITOR	FPD1730	TL819A439070675	024689
1	GATEWAY	CPU	E4100C	0034546173	024690
1	GATEWAY	LAPTOP	450ROG	0034664823	024691
1	GATEWAY	MONITOR	FPD1730	QS7343500079C	024692
1	GATEWAY	MONITOR	FPD1730	MUL7007K0028907	024693
1	GATEWAY	CPU	E4300	0034956308	024685
1	GATEWAY	CPU	E4300	0034956321	024686
1	GATEWAY	CPU	E4300	0034956313	024687
1	GATEWAY	MONITOR	FPD1730	MUL7007K0020891	025658
1	GATEWAY	CPU	E4300	0034941741	024718
1	DELL	MONITOR	E173FPB	CN0U49314663354S256L	030011
1	DELL	MONITOR	E173FPB	CN0U49314663354S255L	030012
1	DELL	MONITOR	E173FPB	CN0U49314663354S246L	030013
1	GATEWAY	MONITOR	FPD1540	404008663	023846
1	GATEWAY	CPU	E6300	0036048672	032421
1	WACOM	MONITOR	DTF510	5HFPp00068	032508
1	DELL	CPU	DCEN	BD78881	032504
1	TOSHIBA	DVD/VHS COMBO	T3R	AD15531266A	032505
1	AVERMEDIA	TEGRITY CART	P0B1	226375030	032509
1		EQUIP CART	N/A	N/A	032506
1	HP	PRINTER	2430	CNGKJ80342	034911
1	KDS	MONITOR	RAD-5	15405BC22602957	020025
1	GATEWAY	LAPTOP	M285E	0039154717	036547
1	GATEWAY	CPU	E6610D	0039395717	036484
1	GATEWAY	CPU	E6610D	0039395713	036485
1	HP	PRINTER	1022N	VNB3P02675	036476
1	HP	PRINTER	1022N	VNB3T04888	036522
1	HP	PRINTER	1022N	VNB3P02690	036526

Surplus Property May 15, 2012

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL#	ASSET TAG #
1	HP	PRINTER	6988	MY85M2R22T	039590
1	HP	PRINTER	6988	MY85M2R231	039591
1	GATEWAY	CPU	E4000	0030253844	022021
1	GATEWAY	CPU	E4000	0030231407	022088
1	GATEWAY	MONITOR	FPD1730	MUL7007K0021430	024799
1	GATEWAY	CPU	E4300	0034941872	024795
1	GATEWAY	CPU	E4300	0034941874	024797
1	GATEWAY	CPU	E4300	0034941876	024796
1	GATEWAY	MONITOR	FPD1730	QS7330401586	021903
1	VIEWSONIC	MONITOR	VA703B	Q85071061039	036700
1	GATEWAY	CPU	E4300	0034941875	024794
1	GATEWAY	MONITOR	FPD1730	MUL7007K0021372	024798



Agenda Item (VI-B-8-c)

Meeting 5/15/2012 - Regular

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

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

Finance to sign the Notice of Completion.

Background Narrative:

Facilities Planning & Development staff reports that the following project is now complete.

MV Dental Education Center (Plumbing), Pro-Craft Plumbing Company, Inc.

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

Attachments:

Notice of Completion - May 15, 2012

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

Name James L. Buysse

Administration and Finance

Street Address

4800 Magnolia Avenue

City & State

Riverside, CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

No	tice is hereby given that:
1.	The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described
2.	The full name of the owner is Riverside Community College District
3.	The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
4.	The nature of the interest or estate of the owner is in fee. Fee Simple
5.	(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee") The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
٥.	NAMES ADDRESSES ADDRESSES
	None
6.	A work of improvement on the property hereinafter described was completed on <u>05/15/2012</u> . The work done was <u>MV Dental Education Center - Plumbing</u>
7.	The name of the contractor, if any, for such work of improvement was Pro-Craft Plumbing Company, Inc.
	(If no contractor for work of improvement as a whole, insert "none")
8.	The property on which said work of improvement was completed is in the city of Moreno Valley ,
Co	unty of Riverside , State of California, and is described as follows: Community College
9.	The street address of said property is 16130 Lasselle Street
٥.	(If no street address has been officially assigned, insert "none")
Dat	Riverside Community College District
	President, Board of Trustees
	Signature of owner of corporate officer of owner named in paragraph 2 or his agent
	VERIFICATION
l th	ne undersigned, say: I am the Vice Chancellor of Admin. & Finance, Dr. James Buysse the declarant of the foregoing
	("President of," "Manager of," "A partner of," "Owner of," atc.)
not	ice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
de	clare under penalty of perjury that the foregoing is true and correct.
Exe	ecuted on
	(Date of signature) (City where signed)



Agenda Item (VII-A)

Meeting 5/15/2012 - Regular

Agenda Item Consent Agenda Information (VII-A)

Subject Monthly Financial Report

College/District District

Information Only

Background Narrative:

See the attached monthly Financial Report for April 2012.

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

Attachments:

April 2012 Financial Report - May 15, 2012

Monthly Financial Report for April 2010 May 15, 0212

The Financial Report provides summary financial information, by Resource, for the period July 1, 2011 through April 30, 2012. 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	<u>Page</u>
Resource 1000 - General Operating	2
Resource 1050 - Parking	3
Resource 1070 - Student Health Services	4
Resource 1080 - Community Education	5
Resource 1090 - Performance Riverside	6
Resource 1110 - Contractor-Operated Bookstore	7
Resource 1170 - Customized Solutions	8
Resource 1180 - Redevelopment Pass-Through	9
Resource 1190 - Grants and Categorical Programs	10
Special Revenue Funds	
Resource 3200 - Food Services	11
Resource 3300 - Child Care	12
Capital Projects Funds	
Resource 4100 - State Construction & Scheduled Maintenance	13
Resource 4120 - Non-State Funded Capital Outlay Projects	14
Resource 4130 - La Sierra Capital	15
Resource 4160 - G. O. Bond Funded Capital Outlay Projects	16
Resource 4170 - G. O. Bond Series 2010D Capital Appreciation Bonds	17
Resource 4180 - G. O. Bond Series 2010D Build America Bonds	18
Internal Service Funds	
Resource 6100 - Health and Liability Self-Insurance	19
Resource 6110 - Workers Compensation Self-Insurance	20
Expendable Trust and Agency Funds	
Associated Students of RCCD	21
Student Financial Aid	22
RCCD Development Corporation	23

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		Adopted	Revised		Y	ear to Date
	7-1	-10 to 6-30-11	Budget		Budget		Activity
Revenue	\$	141,369,852	\$ 133,490,346	\$	133,505,411	\$	86,639,933
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	\$	135,292,562	\$	88,255,915
Expenditures							
Academic Salaries	\$	65,395,190	\$ 60,450,881	\$	60,359,056	\$	48,646,502
Classified Salaries		30,366,484	30,138,861		29,927,065		23,839,830
Employee Benefits		28,575,184	30,501,173		30,607,087		23,078,228
Materials & Supplies		1,976,479	2,291,659		2,389,827		1,639,259
Services		13,557,871	14,828,543		14,846,994		9,796,973
Capital Outlay		848,145	811,145		1,032,533		327,688
Intrafund Transfers For:							
DSP&S Program (Resource 1190)		665,157	665,157		665,157		498,868
Federal Work Study (Resource 1190)		188,189	239,280		239,280		91,606
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		717,932
Interfund Transfer to:							
Resource 4130		0	678,000		678,000		508,500
Resource 6100		250,000	250,000		250,000		187,500
Total Expenditures	\$	142,962,994	\$ 142,654,299	\$	142,794,599	\$	110,063,868
Revenues Over (Under) Expenditures	\$	2,044,801	\$ (7,376,802)	\$	(7,502,037)	\$	(21,807,953)
Beginning Fund Balance		11,172,448	13,217,249		13,342,484		13,342,484
Ending Fund Balance	\$	13,217,249	\$ 5,840,447	\$	5,840,447	\$	(8,465,469)
Ending Cash Balance						\$	1,908,456

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	\$	1,785,259
Expenditures								
Classified Salaries	\$	1,078,827	\$	1,203,264	\$	1,203,264	\$	933,027
Employee Benefits		362,205		410,752		410,752		316,647
Materials & Supplies		48,143		70,591		56,812		31,865
Services		324,576		450,944		463,656		332,034
Capital Outlay		217,002		192,443		193,510		96,527
Total Expenditures	\$	2,030,753	\$	2,327,994	\$	2,327,994	\$	1,710,100
Revenues Over (Under) Expenditures	\$	121,928	\$	(160,403)	\$	(160,403)	\$	75,159
Beginning Fund Balance		627,305		749,233		749,233		749,233
Ending Fund Balance	\$	749,233	\$	588,830	\$	588,830	\$	824,392
Ending Cash Balance							\$	842,007

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		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	1,529,009	\$	1,519,066	\$	1,519,066	\$	1,079,835
Expenditures								
Academic Salaries	\$	321,514	\$	342,761	\$	342,761	\$	250,445
Classified Salaries		443,810		683,898		673,898		435,493
Employee Benefits		177,765		240,646		240,646		147,675
Materials & Supplies		120,862		143,753		138,913		77,477
Services		263,898		455,160		450,200		230,735
Capital Outlay		53,444		45,447		65,247		27,495
Total Expenditures	\$	1,381,293	\$	1,911,665	\$	1,911,665	\$	1,169,320
Revenues Over (Under) Expenditures	\$	147,716	\$	(392,599)	\$	(392,599)	\$	(89,485)
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	\$	2,080,971
Ending Cash Balance							\$	2,029,531

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		Year to Date Activity	
Revenues	\$	901,927	\$	830,100	\$	830,100	\$	497,414
Expenditures								
Academic Salaries	\$	4,169	\$	4,185	\$	4,185	\$	3,488
Classified Salaries		356,558		298,619		298,619		188,877
Employee Benefits		81,513		59,855		59,855		42,498
Materials & Supplies		5,161		3,600		3,600		1,113
Services		410,859		377,807		377,807		254,770
Total Expenditures	\$	858,260	\$	744,066	\$	744,066	\$	490,746
Revenues Over (Under) Expenditures	\$	43,667	\$	86,034	\$	86,034	\$	6,668
Beginning Fund Balance		(90,690)		(47,023)		(47,023)		(47,023)
Ending Fund Balance	\$	(47,023)	\$	39,011	\$	39,011	\$	(40,355)
Ending Cash Balance							\$	(36,738)

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	\$	467,744
General Operating (Resource 1000)		0		730,982		730,982		730,982
Total Revenues	\$	846,073	\$	1,630,982	\$	1,630,982	\$	1,198,726
Expenditures								
Classified Salaries	\$	319,472	\$	303,290	\$	303,290	\$	252,061
Employee Benefits		122,769		140,383		140,383		97,511
Materials & Supplies		29,131		27,750		27,750		10,181
Services		403,035		375,243		375,243		283,368
Total Expenditures	\$	874,407	\$	846,666	\$	846,666	\$	643,121
Revenues Over (Under) Expenditures	\$	(28,334)	\$	784,316	\$	784,316	\$	555,605
Beginning Fund Balance		(755,982)		(784,316)		(784,316)		(784,316)
Ending Fund Balance	\$	(784,316)	\$	0	\$	0	\$	(228,711)
Ending Cash Balance							\$	(241,862)

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		Adopted		Revised		Year to Date	
	7-1-1	0 to 6-30-11		Budget		Budget	Activity	
Revenues	\$	638,018	\$	532,938	\$	532,938	\$	517,803
Expenditures								
Services	\$	43,830	\$	43,830	\$	43,830	\$	21,898
Interfund Transfer to								
Food Services (Resource 3200)		382,790		323,129		323,129		255,126
Intrafund Transfer to								
General Operating (Resource 1000)		247,943		171,169		171,169		0
Total Expenditures	\$	674,563	\$	538,128	\$	538,128	\$	277,024
Revenues Over (Under) Expenditures	\$	(36,545)	\$	(5,190)	\$	(5,190)	\$	240,779
Beginning Fund Balance		46,735		10,190		10,190		10,190
Ending Fund Balance	\$	10,190	\$	5,000	\$	5,000	\$	250,969
Ending Cash Balance							\$	250,969

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	ar to Date Activity	
Revenues	\$	66,111	\$ 219,400	\$ 219,400	\$ 40,822	
Expenditures						
Academic Salaries	\$	4,036	\$ 16,672	\$ 21,322	\$ 17,436	
Classified Salaries		32,176	4,978	4,978	4,532	
Employee Benefits		13,351	4,178	4,777	3,844	
Materials & Supplies		2,563	6,925	6,925	909	
Services		30,609	 91,207	 85,958	 26,146	
Total Expenditures	\$	82,735	\$ 123,960	\$ 123,960	\$ 52,867	
Revenues Over (Under) Expenditures	\$	(16,624)	\$ 95,440	\$ 95,440	\$ (12,045)	
Beginning Fund Balance		71,173	54,549	 54,549	 54,549	
Ending Fund Balance	\$	54,549	\$ 149,989	\$ 149,989	\$ 42,504	
Ending Cash Balance					\$ 44,004	

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	Y	ear to Date Activity
	/-1-	10 to 0-30-11	 Duugei	 Duuget		Activity
Revenues	\$	1,463,675	\$ 1,440,000	\$ 1,440,000	\$	763,146
Expenditures						
Services	\$	193,124	\$ 218,686	\$ 218,686	\$	295,394
Capital Outlay		905,308	3,704,871	4,654,871		3,124,036
Total Expenditures	\$	1,098,432	\$ 3,923,557	\$ 4,873,557	\$	3,419,430
•						
Revenues Over (Under) Expenditures	\$	365,243	\$ (2,483,557)	\$ (3,433,557)	\$	(2,656,284)
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	\$	6,751,381
Ending Cash Balance					\$	6,451,381

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		ear to Date Activity
Revenue	\$	22,076,924	\$ 26,206,794	\$ 30,787,549	\$	15,422,101
Intrafund Transfers from						
General Operating (Resource 1000)						
For DSP&S		913,239	774,123	784,774		585,918
For EOPS		188,514	210,999	105,500		105,499
For Federal Work Study		188,189	239,280	239,280		91,606
For Instructional Equipment		13,002	0	0		0
For Matriculation		590,049	637,905	595,096		457,024
For Middle College High School		89,995	91,145	91,145		68,359
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	 137,940		0
Total Revenues	\$	24,070,565	\$ 28,179,849	\$ 32,741,284	\$	16,730,507
Expenditures						
Academic Salaries	\$	4,375,064	\$ 4,620,091	\$ 5,034,776	\$	3,041,462
Classified Salaries		8,068,622	7,267,785	8,046,829		5,861,795
Employee Benefits		3,646,897	3,725,008	4,160,822		2,688,900
Materials & Supplies		1,740,797	1,945,456	2,094,037		553,750
Services		3,323,044	5,811,006	7,712,962		2,645,985
Capital Outlay		1,936,353	2,544,548	3,299,015		901,220
Student Grants (Financial,						
Book, Meal, Transportation)		979,788	2,265,955	 2,392,843		619,742
Total Expenditures	\$	24,070,565	\$ 28,179,849	\$ 32,741,284	\$	16,312,854
Revenues Over (Under) Expenditures	\$	0	\$ 0	\$ 0	\$	417,653
Beginning Fund Balance		0	 0	 0		0
Ending Fund Balance	\$	0	\$ 0	\$ 0	\$	417,653
Ending Cash Balance					\$	451,404

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	•		Year to Date Activity	
Revenue	\$	1,935,677	\$	1,864,378	\$	1,864,378	\$	1,429,483
Interfund Transfers from								
Contractor-Operated								
Bookstore (Resource 1110)		382,790		323,129		323,129		255,126
Total Revenues	\$	2,318,467	\$	2,187,507	\$	2,187,507	\$	1,684,609
Expenditures								
Classified Salaries	\$	834,623	\$	830,934	\$	838,934	\$	656,785
Employee Benefits		336,975		346,640		346,640		253,322
Materials & Supplies		978,826		908,808		899,521		637,305
Services		281,829		146,102		147,389		84,735
Capital Outlay		4,847		13,496		13,496		13,496
Total Expenditures	\$	2 427 100	¢	2 245 080	\$	2 245 080	\$	1 645 642
Total Expellutures	Ф	2,437,100	\$	2,245,980	Ф	2,245,980	Ф	1,645,643
Revenues Over (Under) Expenditures	\$	(118,633)	\$	(58,473)	\$	(58,473)	\$	38,966
Beginning Fund Balance		177,106		58,473		58,473		58,473
Ending Fund Balance	\$	58,473	\$	0	\$	0	\$	97,439
Ending Cash Balance							\$	88,819

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		ar to Date
	/-1-	10 10 0-30-11	 Dudget	Budget		Activity	
Revenues	\$	1,071,499	\$ 1,126,323	\$	1,126,323	\$	764,994
Expenditures							
Academic Salaries	\$	677,471	\$ 693,572	\$	655,847	\$	446,189
Classified Salaries		170,506	171,301		184,301		101,850
Employee Benefits		141,881	166,023		162,748		99,389
Materials & Supplies		39,667	41,150		45,762		23,188
Services		48,687	79,537		86,725		41,028
Capital Outlay		6,744	 1,500		17,700		4,961
Total Expenditures	\$	1,084,956	\$ 1,153,083	\$	1,153,083	\$	716,605
Revenues Over (Under) Expenditures	\$	(13,457)	\$ (26,760)	\$	(26,760)	\$	48,389
Beginning Fund Balance		40,217	 26,760		26,760		26,760
Ending Fund Balance	\$	26,760	\$ 0	\$	0	\$	75,149
Ending Cash Balance						\$	88,348

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	 Year to Date Activity
Revenues	\$ 30,377,254	\$ 9,905,601	\$ 12,877,601	\$ 7,465,715
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 0
Capital Outlay	 30,377,254	9,905,601	12,877,601	 12,192,288
Total Expenditures	\$ 30,377,254	\$ 9,905,601	\$ 12,877,601	\$ 12,192,288
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ (4,726,573)
Beginning Fund Balance	 0	 0	0	 0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ (4,726,573)
Ending Cash Balance				\$ (4,784,067)

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

	P	rior Year						
		Actuals		opted		vised	Year	to Date
	7-1-1	0 to 6-30-11	Bu	ıdget	Bu	ıdget	Ac	tivity
Revenues	\$	545,402	\$	5	\$	5	\$	1
Expenditures								
Capital Outlay	\$	545,400	\$	0	\$	0	\$	0
Total Expenditures	\$	545,400	\$	0	\$	0	\$	0
Revenues Over (Under) Expenditures	\$	2	\$	5	\$	5	\$	1
Beginning Fund Balance		552		554		554		554
Ending Fund Balance	\$	554	\$	559	\$	559	\$	555
Ending Cash Balance							\$	555

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 7-1-10 to 6-30-11 Budget		Revised Budget		Year to Date Activity		
Revenues Interfund Transfer from	\$	74,877	\$ 35,000	\$	35,000	\$	23,825
General Operating (Resource 1000)		0	 678,000		678,000		508,500
Total Revenues	\$	74,877	\$ 713,000	\$	713,000	\$	532,325
Expenditures							
Services	\$	23,255	\$ 24,108	\$	24,108	\$	(15,961)
Capital Outlay		78,866	1,465,755		1,465,755		96,547
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	\$	1,696,568
Revenues Over (Under) Expenditures	\$	(3,417,244)	\$ (2,392,845)	\$	(2,392,845)	\$	(1,164,243)
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	\$	7,743,470
Ending Cash Balance						\$	7,443,470

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

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

	Prior Year Actuals 7-1-10 to 6-30-11			Adopted Budget	 Revised Budget	Y	Year to Date Activity
Revenues	\$	1,034,361	\$	180,000	\$ 180,000	\$	98,012
Expenditures							
Classified Salaries	\$	265,299	\$	472,362	\$ 472,362	\$	200,399
Employee Benefits		114,930		219,294	219,294		81,689
Materials & Supplies		442		0	24,645		24,645
Services		651,818		281,192	569,093		299,813
Capital Outlay		11,040,209	,	30,271,122	29,764,822		1,601,183
Total Expenditures	\$	12,072,698	\$:	31,243,970	\$ 31,050,216	\$	2,207,729
Revenues Over (Under) Expenditures	\$	(11,038,337)	\$ (31,063,970)	\$ (30,870,216)	\$	(2,109,717)
Beginning Fund Balance		43,746,726		32,708,389	 32,708,389		32,708,389
Ending Fund Balance	\$	32,708,389	\$	1,644,419	\$ 1,838,173	\$	30,598,672
Ending Cash Balance						\$	30,765,086

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 7-1-10 to 6-30-11		Adopted Budget	Revised Budget *	Y	ear to Date Activity
Revenues	\$	32,919	\$ 30,000	\$ 30,000	\$	22,146
Proceeds from General Obligation Bond						
Series D		7,699,278	0	 0		0
Total Revenues	\$	7,732,197	\$ 30,000	\$ 30,000	\$	22,146
Expenditures Services Capital Outlay	\$	3,594 348,145	\$ 0 7,165,460	\$ 0 7,335,460	\$	0 427,624
Total Expenditures	\$	351,739	\$ 7,165,460	\$ 7,335,460	\$	427,624
Revenues Over (Under) Expenditures	\$	7,380,458	\$ (7,135,460)	\$ (7,305,460)	\$	(405,478)
Beginning Fund Balance		0	7,380,458	 7,380,458		7,380,458
Ending Fund Balance	\$	7,380,458	\$ 244,998	\$ 74,998	\$	6,974,980
Ending Cash Balance					\$	6,974,980

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

	Prior Year Actuals 7-1-10 to 6-30-11			Adopted Budget	Revised Budget*	 Year to Date Activity
Revenues	\$	420,193	\$	375,000	\$ 375,000	\$ 229,312
Proceeds from General Obligation Bond						
Series D		102,300,000		0	0	0
Total Revenues	\$	102,720,193	\$	375,000	\$ 375,000	\$ 229,312
Expenditures						
Academic Salaries	\$	0	\$	0	\$ 0	\$ 5,524
Classified Salaries		0		0	0	38,479
Employee Benefits		0		0	0	3,272
Services		282,208		177,297	239,429	284,336
Capital Outlay		19,359,893		79,103,140	80,984,762	 25,369,912
Total Expenditures	\$	19,642,101	\$	79,280,437	\$ 81,224,191	\$ 25,701,523
Revenues Over (Under) Expenditures	\$	83,078,092	\$ (78,905,437)	\$ (80,849,191)	\$ (25,472,211)
Beginning Fund Balance		0		83,078,092	 83,078,092	 83,078,092
Ending Fund Balance	\$	83,078,092	\$	4,172,655	\$ 2,228,901	\$ 57,605,881
Ending Cash Balance						\$ 58,443,958

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 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	\$	4,189,571	
General Operating (Resource 1000)	 250,000	250,000	250,000		187,500	
Total Revenue	\$ 5,266,626	\$ 4,972,500	\$ 4,972,500	\$	4,377,071	
Expenditures						
Classified Salaries	\$ 147,385	\$ 103,842	\$ 103,842	\$	87,702	
Employee Benefits	60,892	47,858	47,858		39,067	
Materials & Supplies	46,645	3,200	3,200		46,470	
Services	4,485,341	5,709,584	5,732,584		4,182,630	
Capital Outlay	 168,686	 40,000	 17,000		422,814	
Total Expenditures	\$ 4,908,949	\$ 5,904,484	\$ 5,904,484	\$	4,778,683	
Revenues Over (Under) Expenditures	\$ 357,677	\$ (931,984)	\$ (931,984)	\$	(401,612)	
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	\$	1,709,020	
Ending Cash Balance				\$	2,443,065	

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

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

	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity	
Revenues	\$	1,808,806	\$	1,685,176	\$	1,685,176	\$	1,365,814
Expenditures Classified Salaries Employee Benefits Materials & Supplies Services	\$	56,663 23,828 0 (695,628)	\$	47,545 19,677 300 1,234,100	\$	47,545 19,677 300 1,234,100	\$	83,572 23,876 0 919,051
Total Expenditures	\$	(615,137)	\$	1,301,622	\$	1,301,622	\$	1,026,499
Revenues Over (Under) Expenditures	\$	2,423,943	\$	383,554	\$	383,554	\$	339,315
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	\$	3,560,337
Ending Cash Balance							\$	4,837,006

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	\$	567,709
Expenditures								
Materials & Supplies	\$	624,286	\$	700,000	\$	700,000	\$	589,237
Total Expenditures	\$	624,286	\$	700,000	\$	700,000	\$	589,237
Revenues Over (Under) Expenditures	\$	64,526	\$	0	\$	0	\$	(21,528)
Beginning Fund Balance		930,035		994,561		994,561		994,561
Ending Fund Balance	\$	994,561	\$	994,561	\$	994,561	\$	973,033
Ending Cash Balance							\$	2,069,900

605,356

RIVERSIDE COMMUNITY COLLEGE DISTRICT MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDED APRIL 30, 2012

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

Student Financial Aid									
	Prior Year Actuals 7-1-10 to 6-30-11		Adopted Budget		Revised Budget		Year to Date Activity		
Revenues	\$	51,887,581	\$	51,337,725	\$	51,337,725	\$	32,148,693	
Expenditures									
Other Scholarships and Grant Reimbursements	\$	51,887,581	\$	51,337,725	\$	51,337,725	\$	31,694,104	
Total Expenditures	\$	51,887,581	\$	51,337,725	\$	51,337,725	\$	31,694,104	
Revenues Over (Under) Expenditures	\$	0	\$	0	\$	0	\$	454,589	
Beginning Fund Balance		0		0		0		0	
Ending Fund Balance	\$	0	\$	0	\$	0	\$	454,589	

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	\$	8
Expenditures								
Services	\$	20	\$	0	\$	0	\$	0
Total Expenditures	\$	20	\$	0	\$	0	\$	0
Revenues Over (Under) Expenditures	\$	(17)	\$	0	\$	0	\$	8
Beginning Fund Balance		16,240		16,223		16,223		16,223
Ending Fund Balance	\$	16,223	\$	16,223	\$	16,223	\$	16,231
Ending Cash Balance							\$	16,231



Agenda Item (VII-B)

Meeting 5/15/2012 - Regular

Agenda Item Consent Agenda Information (VII-B)

Subject CCFS-311Q - Quarterly Financial Status Report for the Quarter Ended

College/District District

Information Only

Background Narrative:

See the attached CCFS-311Q - Quarterly Financial Status Report for the Quarter ended March 31, 2012.

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

Attachments:

Third Quarter CCFS-311Q - May 15, 2012

CCFS-311Q - Quarterly Financial Status Report Background Narrative May 15, 2012

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. 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: (Q3) Mar 31, 2012

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: CBO Phone: James L. Buysse

Gregory W. Gra

04/23/2012

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: (Q3) Mar 31, 2012

Line	Description	Actual	Actual	Actual	Projected
		2008-09	2009-10	2010-11	2011-2012
Unrestri	ted General Fund Revenue, Expenditure and Fund Balance:				
٩.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	142,429,004	141,019,430	143,808,312	135,974,84
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	135,630,77
В.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	145,870,223	139,960,566	142,578,585	140,921,08
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,291,930	1,152,570	632,790	1,251,129
B.3	Total Unrestricted Expenditures (B.1 + B.2)	147,162,153	141,113,136	143,211,375	142,172,21
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,547,170	-2,704,297	2,006,965	-6,541,437
D.	Fund Balance, Beginning	18,801,019	13,253,849	10,468,684	12,450,649
D.1	Prior Year Adjustments + (-)	0	-80,868	-25,000	125,23
D.2	Adjusted Fund Balance, Beginning (D + D.1)	18,801,019	13,172,981	10,443,684	12,575,88
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	ed Attendance FTES:				
G.1	Annualized FTES (excluding apprentice and non-resident)	31,111	31,185	29,437	25,94
		As of the se	pecified quarter e	nded for each fi	scal year
Total Go	neral Fund Cash Balance (Unrestricted and Restricted)	2008-09	2009-10	2010-11	2011-2012

H.1	Cash, excluding borrowed funds		11,396,086	10,732,436	7,788,481
H.2	Cash, borrowed funds only		5,520,889	0	9,058,625
H.3	Total Cash (H.1+ H.2)	23,769,151	16,916,975	10,732,436	16,847,106

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)
I.	Revenues:				
1.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,959,784	135,974,849	81,538,716	60%
1.2	Other Financing Sources (Object 8900)	-344,073	-344,073	326,143	-94.8%
1.3	Total Unrestricted Revenue (I.1 + I.2)	135,615,711	135,630,776	81,864,859	60.4%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	140,780,784	140,921,084	96,820,682	68.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,251,129	1,251,129	951,126	76%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	142,031,913	142,172,213	97,771,808	68.8%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-6,416,202	-6,541,437	-15,906,949	
L	Adjusted Fund Balance, Beginning	12,450,649	12,575,884	12,575,884	
L.1	Fund Balance, Ending (C. + L.2)	6,034,447	6,034,447	-3,331,065	
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 Period Settled (Specify)		Manage	ment		Classified				
				Permanent		Temporary			
YYYY-Y	Υ	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
SALARIES:									
	Year 1:								
	Year 2:								

	Year 3:					
b. BENEFITS:						
	Year 1:			11. 2010/01/01	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
	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 cash flow alternatives such as internal borrowing and 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 contributed 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. As a result, the District will be exploring budget strategies to address another budget shortfall. The Governor's budget is predicated upon the passage of tax increases in November 2012. If the tax increases fail, the District will suffer an apportionment reduction of approximately \$7.5 million.

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.

RIVERSIDE COMMUNITY COLLEGE DISTRICT GENERAL FUND REVENUE AND EXPENDITURE REPORT FOR THE PERIOD ENDED MARCH 31, 2012

Cash Position - Unrestricted and Restricted					YTD
					Activity
Beginning Cash, July 1, 2011 Net Change in Accounts Receivables Net Change in Accounts Payables Revenue and Other Financial Sources Expenditures and Other Outgo Ending Cash, March 31, 2012				\$	13,018,796 35,143,622 (13,193,828) 99,673,618 (117,795,103) 16,847,106
Budget and Actual Activity - Unrestricted	Adopted Budget		Revised Budget		YTD Activity
Revenues	 Dudget		Duaget		Activity
Federal	\$ 151,281	\$	151,281	\$	20,522
State	96,100,720		95,975,485		54,068,119
Local	39,707,783		39,848,083		27,450,075
Total Revenues	135,959,784		135,974,849		81,538,716
Other Financing Sources	(344,073)		(344,073)		326,143
Total Revenues	135,615,711		135,630,776		81,864,859
Expenditures					
Academic Salaries	\$ 60,471,738	\$	60,372,227	\$	43,559,261
Classified Salaries	30,745,748		30,543,882		21,928,714
Employee Benefits	30,705,589		30,808,336		20,590,150
Materials & Supplies	2,329,934		2,445,620		1,420,847
Services	15,716,630		15,792,808		9,026,846
Capital Outlay	811,145		958,211		294,864
Total Expenditures	140,780,784		140,921,084		96,820,682
Other Outgo - Objects	1,251,129		1,251,129		951,126
Total Expenditures and Other Outgo	142,031,913		142,172,213		97,771,808
Revenues Over (Under)		'			
Expenditures	\$ (6,416,202)	\$	(6,541,437)	\$	(15,906,949)
Beginning Fund Balances	12,450,649		12,575,884		12,575,884
Ending Fund Balances	\$ 6,034,447	\$	6,034,447	\$	(3,331,065)
Contingency	# 4 5	<u>_</u>		4	(4.001.01=
Unrestricted	\$ 5,134,447	\$	5,134,447	\$	(4,231,065)
Reserve	900,000		900,000		900,000

6,034,447

6,034,447

(3,331,065)

Total Contingency/Reserve



Agenda Item (VIII-A-1)

5/15/2012 - Regular Meeting

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

Subject Revised and New Board Policies - Second Reading and Approval

College/District District

Funding

Recommended

It is recommended that the Board approve Board Policy and Administrative Procedure 2100 and Action

Board Policies 7360 and 7365.

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 2100 - Elections - This is a revision of the Policy that was previously approved by the Board on September 16, 2008.

Administrative Procedure 2100 - Elections - This is a revision of the Administrative Procedure that was approved by the Board on September 16, 2008.

Human Resources

Board Policy 7360 - Discipline and Dismissal - Academic Employees. This is a new Policy for the District.

Board Policy 7365 - Discipline and Dismissal - Classified Employees. This is a new Policy for the District.

Prepared By: Jim Buysse, Vice Chancellor, Administration & Finance Ruth Adams, General Counsel

Attachments:

Board Policies for May 2012 2nd Reading-Approval

Board of Trustees DRAFT

BP 2100 BOARD ELECTIONS

References:

Education Code Sections 5000 et seq.

The Board of Trustees for the Riverside Community College District consists of five members elected **by District** at large. Eligibility requirements, dates of elections and methods of dealing with vacancies are set forth in the procedures.

The term of office of each Board member shall be four years, commencing on the first Friday in December following the election. Elections shall be held every two years, in even numbered years. Terms of Board of Trustees members are staggered so that, as nearly as practical, one half of the Board members shall be elected at each Board member election.

Date Adopted: September 16, 2008

(Replaces Policy 1015)

Revised:

Board of Trustees DRAFT

AP 2100 BOARD ELECTIONS

References:

Education Code Sections 5000 et seg. and 72101-72193

I. Eligibility

Any person who is 18 years of age or older, a citizen of the state, a resident of the community college district, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or appointed a member of the Board of Trustees without further qualifications.

II. Number of Trustees and Term of Office

- A. The Board of Trustees consists of five members elected **by District** atlarge for terms of four years.
- B. Terms of two members expire on the first Friday in December in one evennumbered year and those of the other three members in the next succeeding even-numbered year (statewide general election).
- C. Terms of office begin on the first Friday in December following the election in November in even-numbered years.

III. Elections

Notice of elections shall be posted and the election held on the same day as the statewide general election in November.

IV. Vacancies

A. If a vacancy occurs or a resignation is filed with the County Superintendent of Schools containing a deferred effective date, the Board of Trustees shall within sixty (60) days of the vacancy or filing of deferred resignation call an election or make a provisional appointment to fill the vacancy. The Board member may not defer the effective date of his/her resignation for more than 60 days after he or she files the resignation. In the event the Board fails to make a provisional appointment or call an election within the sixty (60) day period, the county superintendent of

- schools shall order an election to fill the vacancy. No special election or appointment to fill a vacancy shall take place if the vacancy occurs within four (4) months of the end of the term of that position.
- B. If the vacancy occurs or a resignation is filed with the County Superintendent of Schools containing a deferred date within six (6) months of, but not more than 130 days before a regularly scheduled election and the position is not scheduled to be filled at such election, the vacancy must be filled at a special election consolidated with the regularly scheduled Board election.

Date Approved: September 16, 2008

(Replaces Regulation 1015)

Revised:

Human Resources DRAFT

BP 7360 DISCIPLINE AND DISMISSAL – ACADEMIC EMPLOYEES

References:

Education Code Sections 87660-87683, 87732, and 87740

A contract or regular employee may be dismissed or *disciplined* for one or more of the grounds set forth in the Education Code. If the employee is to be *disciplined*, the Board of Trustees shall determine the nature of the *discipline*. If the Board of Trustees decides to dismiss or *discipline* a contract or regular employee, it shall assure that each of the following has been satisfied:

- The employee has been evaluated in accordance with standards and procedures established in accordance with the provisions of the Education Code, and any administrative procedure for evaluation contained in a collective bargaining agreement;
- The Board of Trustees has received all statements of evaluation which considers the events for which dismissal or discipline may be imposed;
- The Board of Trustees has received a recommendation from the Chancellor; and
- The Board of Trustees has considered the statements of evaluation and the recommendations in a lawful meeting.

If the Board of Trustees decides it intends to dismiss or *discipline* a contract or regular employee, it shall take the actions required by the Education Code *and the collective* bargaining agreement. The Chancellor or designee shall thereafter assure that the employee is afforded the full post-termination due process required by the Education Code *and the collective bargaining agreement*.

The Chancellor shall ensure that procedures are written that define the conditions and processes for discipline, dismissal, and due process. If the Procedures contain disciplinary or dismissal procedures that are outside of our collective bargaining agreement, the Education Code or any other state/federal laws or regulations, the District CTA expects those procedures to be bargained.

NOTE: This policy is **legally required**.

Date Adopted:

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

Human Resources DRAFT

BP 7365 DISCIPLINE AND DISMISSAL – CLASSIFIED EMPLOYEES

Reference:

Education Code Section 88013
Government Code Sections 3300 et seg.

The Chancellor shall enact procedures for the disciplinary proceedings applicable to permanent classified and confidential employees of the District. Such procedures shall conform to the requirements of the Education Code, and the applicable employee handbooks.

The Board's determination of the sufficiency of the cause for disciplinary action of a classified *or confidential* employee shall be conclusive.

No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for any cause that arise more than two years preceding the date of the filing of any charge against the employee, unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

A permanent member of the classified *or confidential* service shall be subject to disciplinary action, including, but not limited to, oral reprimand, written reprimand, demotion, suspension, or discharge. *The causes for discipline of classified employees may be found in the Education Code and the applicable Employee Handbooks.*

NOTE: This policy is **legally required**.

Date Adopted:

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



Agenda Item (VIII-C-1)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Planning and Operations (VIII-C-1)

Subject Authorization to Rescope Henry W. Coil, Sr., and Alice Edna Coil School for the Arts

College/District District

Funding N/A

Recommended Action

It is recommended that the Board of Trustees authorize the Henry W. Coil, Sr., and Alice Edna

Coil School for the Arts to be rescoped as a potential self-funded project.

Background Narrative:

Riverside School for the Arts was conceived, developed, and refined over the course of several years, with a scope submitted to the state for funding through the Initial Project Proposal (IPP) in June of 1998. With the IPP, the college/district was invited to take the project to the next stage in the state funding process with the development and submission of a Final Project Proposal (FPP). The FPP was approved by the Board of Trustees on June 20, 2006 with submission to the State Chancellor's Office.

The project, as conceived and developed through the state IPP and FPP processes, includes an estimated construction budget of \$67M with \$44.5M to be funded by state bond funds and \$22.5M from local funds (Measure C and other capital funds). The project, located on University Avenue in downtown Riverside, has received a named gift thereby recognizing and officially naming (approved September 2011) it as the Henry W. Coil, Sr., and Alice Edna Coil School for the Arts. The project consists of 88,862 gsf (59,267 ASF) and program space for the ten (10) academic, arts based programs. The State Chancellor's Office approved the FPP for RCC's School for the Arts in 2006, thereby making it eligible and ranked for state funding in the next state bond, which was to be as early as 2008.

Prior to state budget issues that have been growing over recent years, higher education bonds for funding facilities by the state were passed nearly every two years to meet the construction demands for not only community colleges but also the UC and CSU systems. In 2008, due to the budget and debt issues, the state legislature did not authorize placement an education or higher education state bond on the November 2008 ballot. Furthermore, there have been no other education construction bonds come forward since then. Indications, as of today, do not include a bond in 2012, and the promise of state funding remains unclear for 2014, and even 2016.

Additional changes in at the State Chancellor's Office have further transformed the landscape for state funding of higher education facilities and the availability of higher education construction funds. The State Chancellor's Office has amended the submission rules for IPPs and FPPs state wide. In short, all projects will have to re-compete, based upon a new set of rules and regulations. Indications include the high probability that the School for the Arts would not meet the new criteria to even be eligible for state construction funds, even if funding is available.

The state changed the project resubmission rules this year, which includes limiting one project to any IPP/ FPP category per college. For Riverside City College, the college has two essential projects that are anticipating state funding; 1) School for the Arts, and 2) Life Science/Physical Science Reconstruction projects. Life Science/Physical Science Reconstruction includes 40,000 square feet in the core of the Riverside City College campus recently vacated by the construction of the new Nursing, Science and Math complex, which opened spring term of this year. With the recent revision to the rules, queuing projects for state funds is highly competitive, and pursing state funds for School for the Arts (even if competitive) would not likely be available until 2014 or 2016 (or may be even later), and if included would further push funding for Life Science/Physical Science Reconstruction until 2018 or even later.

With all these factors and the changed landscape of state funding, Riverside City College and District staff are suggesting that the college/district pursue a self-funded, rescoped Coil School for the Arts, removing it from any competition or queue for state construction funds. Movement in this direction would 1) permit the district/college to

move forward with School for the Arts with space programed to meet the college's needs in performance art programs for near term construction and development; and 2) permit the RCC to place Life Science/Physical Science Reconstruction as its first priority for state funding, when competed and state funds available.

Should the Board of Trustees move on the recommendation presented, staff will proceed forward with program planning to develop a scope, funding program and schedule with the college and the academic program faculty. These elements as developed will be brought forward to the Board for consideration and action, as conducted with other self-funded construction projects.

Prepared By: Chris Carlson, Chief of Staff
Cynthia Azari, President, Riverside City College
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development



Agenda Item (VIII-D-1)

Meeting 5/15/2012 - Regular

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

Subject Retention Reductions for Wheelock Gymnasium, Seismic Retrofit

College/District Riverside

Funding State Construction Act Funds and Riverside City College Allocated Measure C Funds

Recommended

Action

The Board of Trustees approve the retention reduction from ten percent to five percent and release five percent of the current retention withheld for services rendered with the following Prime Contractors: Inland Building Construction Co., GDA, Inc., Perfection Glass, Applied Roof Engineering, ISEC, Inc., Pro-Craft Plumbing, West Tech Mechanical, and Unison Electric.

Background Narrative:

In accordance with Section 9203 (a) of the California Public Contracting Code and upon acceptable completion of fifty percent (50%) of the original contract amount, the a Contractor may request that the District reduce the amount of retention for the remainder of the work, provided work is proceeding at a satisfactory pace and of satisfactory quality. The Prime Contractors listed below for the Wheelock Gymnasium, Seismic Retrofit project at Riverside City College, have completed 100 percent of all specified requirements as of April 1, 2012, and requests that the ten percent retainage, which is based on completed work to date, be reduced to five percent.

Bid Category No. and Contractor Name:

01 Inland Building Construction Co.

02R GDA, Inc.

04 Perfection Glass

05 Applied Roof Engineering

07 ISEC, Inc.

09 Pro-Craft Plumbing

10 West Tech Mechanical

11 Unison Electric

The construction manager, Tilden-Coil Constructors, the architect, GKK Works, and District staff, find that the schedule and quality of work for the Prime Contractors listed above to be acceptable and have made satisfactory progress to warrant a retention reduction.

Prepared By: Cynthia Azari, President, Riverside City College

Norm Godin, Vice President

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction



Agenda Item (VIII-D-2)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Facilities (VIII-D-2)

Subject Retention Reductions for Nursing Science Building

College/District Riverside

Funding State Construction Act funds and Riverside City College Allocated Measure C Funds

Recommended Action

The Board of Trustees approve the retention reduction from ten percent to five percent and release five percent of the current retention withheld for services rendered with Interpipe

Contracting, Inc. and Balfour Beatty.

Background Narrative:

Upon acceptable completion of ninety-nine percent (99%) of the Nursing/Science Building project, Interpipe Contracting, Inc. (prime contractor) and Balfour Beatty (construction manager) are requesting a reduction from ten percent to five percent of the retention withheld from their contract. District staff confirms that the schedule and quality of work to be acceptable and that Interpipe Contracting, Inc. and Balfour Beatty have made satisfactory progress to warrant a retention reduction.

Prepared By: Cynthia Azari, President, Riverside City College

Norm Godin, Vice President

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction



Agenda Item (VIII-D-3)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Facilities (VIII-D-3)

Subject Design Amendment for Visual and Performing Arts Center with HMC Architects

College/District Norco

Funding College Allocated Measure C Funds

Recommended The Board of Trustees approve Amendment No. 1 with HMC Architects in the amount of

Action \$34,500 for the Visual and Performing Arts Center.

Background Narrative:

On June 21, 2011, the Board of Trustees approved the Initial Project Proposal (IPP) for the Visual and Performing Arts Center project at the Norco College. In order to meet the California Community College Chancellor's Office Final Project Proposal (FPP) submission deadline of August 1, 2012, an architect is required to complete for a thorough proposal submission. Therefore, on March 30, 2012, an agreement was solicited for the development of the FPP with HMC Architects in the amount of \$79,500 for the Visual and Performing Arts Center project. Staff now requests approval of Amendment No. 1 with HMC Architects in the amount of \$34,500 for additional services identified in the attached Amendment.

Prepared By: Debbie DiThomas, Interim President, Norco College

Laurens Thurman, (Interim) Vice President, Business Services

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction

Attachments:

05152012_HMC Architects - Amendment No. 1

FIRST (1) AMENDMENT TO AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND HMC ARCHITECTS

(Visual and Performing Arts Center – Norco College)

This document amends the original agreement between Riverside Community College and HMC Architects, which was ratified by the Board of Trustees on May 15, 2012.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$34,500 including reimbursable expenses, totaling agreement to \$114,000. The term of this agreement shall be from the original agreement date of March 30, 2012, to the estimated completion date of December 31, 2012. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 1 as of the date written below.

HMC ARCHITECTS	RIVERSIDE COMMUNITY COLLEGE DISTRICT
By: Chris R. Taylor, AIA Executive Vice President 3546 Concours St. Ontario, CA 91764	By: James L. Buysse Vice Chancellor Administration and Finance
Date:	Date:

Exhibit I

Project: Visual and Performing Arts Center at Norco College

SCOPE OF WORK

The following is a summary of the additional scope of services:

- 1. Enter the project information into the State's FUSION database.
- 2. Assist the District in establishing the local contribution for this project.
- 3. Review and solicit feedback on the proposed space needs with the California Community College Chancellor's Office (CCCCO) and make space needs recommendations to the District based on CCCCO comments.
- 4. Prepare and coordinate the Final Project Proposal documents for the College and District review and submittal to the CCCCO.
- 5. Attend up two additional planning meetings.

COMPENSATION

Services outlined above are at a fixed fee basis of \$34,500 as outlined below:

1.	HMC Architects	\$28,500
2.	Auerbach, Pollock, Friedlander (Theater Consultant)	\$ 2,000
3.	FPACS (Eric Mittlestead)	\$ 4,000

Total Additional Services for Amendment No. 1: \$34,500



Agenda Item (VIII-D-4)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Facilities (VIII-D-4)

Subject Facilities Master Plan Update for Norco College with HMC Architects

College/District Norco

Funding College Allocated Measure C Funds

Recommended The Board of Trustees approve the agreement to provide a Facilities Master Plan Update by

Action HMC Architects in the amount of \$130,000.

Background Narrative:

As requested by the College, on January 12, 2012, the District advertised a Request for Qualifications (RFQ) for Norco College Facilities Master Plan Update Consultant Services (Exhibit A). The services would include an update to the existing Facilities Master Plan (FMP) in an effort to:

- a. Investigate existing FMP, including standards, strategies and infrastructures;
- b. Evaluate viability of existing parking resources, along with potential parking opportunities to support the College's vision and growth objectives;
- c. Recommend replacement, and mitigation strategies for physical resources to sustainably support future demands at Norco College:
- d. Recommend methodology to maximize state funding through the discrete sequencing of campus building planning, in collaboration with the District's State Specialist;
- e. Recommend methodology to plan and maximize the competitiveness of the IPP and FPP process at the California Community College Chancellor's Office;
- f. Collaborate and integrate the district's branding goals & objectives into the updated FMP for integration.

On February 10, 2012, the District received five responses to the RFQ. After interviewing four of the firms (one firm voluntarily withdrew) by the College and the District, and by evaluating each firm's qualifications, relevant experience with similar work, and office location; staff requests approval to enter into the attached agreement with HMC Architects for Norco College Facilities Master Plan Update in a total amount not to exceed \$130,000, using Allocated Measure C Funds. The agreement is attached for the Board's review and consideration.

Prepared By: Debbie DiThomas, Interim President, Norco College

Laurens Thurman, (Interim) Vice President, Business Services

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction

Attachments:

05152012_Request for Qualifications - Exhibit A 05152012 HMC Architects - FMP Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Request for Qualifications NORCO COLLEGE FACILITIES MASTER PLAN UPDATE CONSULTANT SERVICES

Information Package

January 12, 2012

The Riverside Community College District's (RCCD) Facilities Planning and Development (FPD) office, on behalf of the RCCD Board of Trustees, is seeking to identify qualified consultants that can, if selected, provide Norco College Facilities Master Plan Update Consultant Services.

Questions should be addressed to: Orin L. Williams, Associate Vice Chancellor for Facilities Planning and Development (FPD) at 951.222.8201. Statements of Qualification (SOQ) must be received by 2:00 PM, on February 10, 2012, at the District's Systems Office:

System Offices – Facilities Planning and Development
Attention: Mr. Orin L. Williams, Associate Vice Chancellor, Facilities Planning and Development
Riverside Community College District
450 E. Alessandro Boulevard
Riverside, CA 92508

NO LATE SUBMISSIONS WILL BE ACCEPTED; LATE SUBMISSIONS WILL BE RETURNED UNOPENED.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by more than 50% in Weekly Student Contact Hours (WSCH). The District operates three separate colleges: Riverside City College, Moreno Valley College, and Norco College, and four other Learning Centers in the surrounding communities. The District serves 38,395 students each semester.

Norco College is one of the newest California Community Colleges and since opening in March 1991, has grown to serve more than 10,792 students, with more than 20 buildings, and is in the planning stages for additional off-site Learning Centers in order to serve.

A. SELECTION PROCESS

Following the Statement of Qualification submittal deadline, those firms selected as "short-list" District Consultation Firms will be required to attend a mandatory informal interview. The informal interview will be held with the intended purpose of introducing those firms to the District primary contacts and provide information about the expectations required of the selected firm.

Only those firms selected to participate in the interview will be considered for District Consultation Services.

1. The District will solicit State of Qualifications from prospective firms.

- 2. The District will screen proposals and establish a short list of "finalists" to be interviewed.
- 3. The District will conduct interviews of the finalist(s). The interview will include a "charrette" exercise for the purpose of observing and evaluating the firm's planning processes.
- 4. The District will negotiate fees and agreed upon services.
- 5. District staff will recommend appointment of the firm to the Board of Trustees.
- 6. Upon action by the Board, District will execute agreement with the firm.

The following RFQ Process/Interview Schedule is provided as a courtesy, and is subject to change at the discretion of the District:

Task	Date
RFQ Issue Date	1/17/12
RFP Response Due Date	2/10/12
Interview (During the Week of)	2/27/12

B. OVERVIEW

The FPD office is seeking qualified Architectural Consultant firms that can assist the Riverside Community College District's FPD staff in providing higher education Facilities Master Planning services for the UPDATE of an existing Facilities Master Plan (FMP).

The existing FMP for Norco College is available for download and review on the District's website at http://www.rccd.edu/administration/chancellor/Pages/Planning.aspx

C. PROJECT DESCRIPTION AND BASIC SERVICES

This project will consist of an update to the existing Facilities Master Plan (FMP) in an effort to:

- a. Investigate existing FMP, including standards, strategies and infrastructures;
- b. Evaluate viability of existing parking resources, along with potential parking opportunities to support the College's vision and growth objectives;
- c. Recommend replacement, and mitigation strategies for physical resources to sustainably support future demands at Norco College;
- Recommend methodology to maximize state funding through the discrete sequencing of campus building planning, in collaboration with the District's State Specialist;
- e. Recommend methodology to plan and maximize the competitiveness of the IPP and FPP process at the CCCCO.
- f. Collaborate and integrate the district's branding goals & objectives into the updated FMP for integration.

The basic services for this project will include, but not limited to, the following components:

- Facility Master Plan design standard update recommendations, including programming validation processes and long range spatial inventory recommendations;
- Long range parking solutions;
- Facility Master Plan diagrams and renderings as required to convey concepts to Strategic Planning Committee;
- Develop 2-3 scenarios related to potential adjacent property acquisition(s) for College access;
- Facility Master Plan sequencing matrix update recommendations, coordinated with District and College goals, as well as maximizing the District's strategic leverage with State funding.

D. TENTATIVE PROJECT SCHEDULE

Phase	Start Date	Completion Date
Assessment Period	May 1, 2012	October 1, 2012
Initial Faculty/User Meetings	May 14, 2012	June 6, 2012
Validation Meetings	September 4, 2012	September 21, 2012
Draft Report/Presentation		October 15, 2012
Final Report		November 1, 2012

E. RFQ RESPONSE REQUIREMENTS

In order to be considered for selection, the response to this RFQ shall provide the information necessary for evaluation of your firm/team. The District intends to select a firm that has demonstrated significant experience in higher education facilities of similar size, scope and complexity. The information below describes the criteria that will impact the selection committee's decision.

1. Cover Letter

Provide a cover letter expressing interest, availability to provide services and a summary of the firm's qualifications.

2. Firm Profile

Provide a brief description of your firm's history, firm size, office location(s), and your firm's capabilities to perform the requirements of this scope of work. Demonstrate the firm's knowledge of and experience with innovative and progressive educational facilities.

3. Experience

Describe the firm's experience with higher education projects of similar size and complexity. Highlight three projects that demonstrate the firm's experience and ability to complete the services identified in this RFQ.

4. Team Members Experience

Provide a list of key personnel to be assigned to the project including their roles and responsibilities. Include individual's qualifications and project experience. Describe each team member's experience with higher education projects of similar size and complexity.

5. Project Approach and Philosophy

Describe your approach and philosophy in implementing this project.

6. Project Fee Structure

Provide hourly rates for all to be assigned to the project, and provide summary of anticipated costs and hours for entire effort required, as outlined within this RFQ, to complete the project.

7. Additional Information

Provide any additional information or suggestions you believe would assist the District in consideration of your firm for this project.

F. RFQ SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the authority to bind the firm contractually must sign the RFQ.

Interested firms should submit eight (8) copies of their bound proposal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled "Request for Qualifications NORCO COLLEGE FACILITIES MASTER PLAN UPDATE" and delivered to RCCD.

G. BASIS OF AWARD AND RFQ MODIFICATION

The RFQs will be evaluated based on each firm's qualifications, relevant experience with similar work, and location. This Request for Qualifications does not commit the District to awarding a Contract, to paying any costs incurred in the preparation of the submittal for this request, or to procuring or contracting for services. The District reserves the right to cancel in whole or in part this RFQ, to reject any and all submittals, to accept the firm it considers most favorable to the District's interest in its sole discretion, and to waive irregularities or informalities in any submittal. The District also reserves the right to reject all submissions and seek new submissions when such procedure is considered by it to be in the best interest of the District. The District further reserves the right to withdraw, modify or discontinue this RFQ process at any time. If one of these events should occur, participating candidates will be notified as soon as practically possible. The District may at its option revise the schedule of events or anticipated date of award or may request further information from any firm.

All submittals become the property of the Riverside Community College District.

H. AGREEMENT

The firm selected by the District to perform the services outlined in this RFQ will be required to execute an Agreement for Professional Services (Agreement) with the RCCD. Attention will be directed at the time of contract negotiation to the specific types and amounts of insurance that the selected firm will be required to maintain under the Agreement with the District, in consideration of those outlined under Section K.

I. FEE

Fees will be negotiated following the tentative selection of a firm to perform Consultant Services on the project. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm on the shortlist.

J. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250, et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Price Proposal or other Proposal Forms as confidential.

If Proposer requests that District withhold from disclosure information identified as confidential and District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer shall not make a claim, sue or maintain any legal action against District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

K. INSURANCE

The selected Consultant shall, at all times during the term of the Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance in accordance with District Policy, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant.

AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 16th day of May, 2012, by and between HMC ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

- 1. Scope of services: Reference Exhibit I, attached.
- 2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College District's, Norco College.
- 3. The services rendered by the Architect 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 May 16, 2012, to the estimated completion date of December 31, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
- 5. Payment in consideration of this agreement shall not exceed \$130,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning 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 Architect 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 Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified and defended against any

damages resulting from such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning 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 Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
- 8. Architect shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon adjudicated any negligence, recklessness, or willful misconduct of Architect, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Architect services under this Agreement. Architect shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such 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 Architect, 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, Architects or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect), Architect, its officers and employees in any legal actions based upon such actual negligence, recklessness, or willful misconduct and only in proportion thereto. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligent acts are fully and finally barred by the applicable statute of limitations.
- 10. Architect shall procure and maintain insurance coverage as follows:

Comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Architect's activities as well as District's activities under this contract, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Professional liability/errors and omission insurance in the amount of \$1,000,000; and

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

- 11. District may terminate this Agreement for convenience at any time upon written notice to Architect, in which case District will pay Architect in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Architect, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
- 12. Architect shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Architect understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
- 13. Architect is an independent contractor and no employer-employee relationship exists between Architect and District. Any and all local, state or federal taxes that would be associated with the payment under this Agreement is to be paid solely by Architect.

- 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.

HMC ARCHITECTS	Riverside Community College District		
Chris R. Taylor, AIA	James L. Buysse		
Executive Vice President	Vice Chancellor		
3546 Concours St.	Administration and Finance		
Ontario, CA 91764			
Date:	Date:		

Exhibit I

PROPOSED FEES

Based on HMC's analysis of the detailed scope of work, we have developed the following proposed fees.

Fee by Component

A.	Planning and Design	\$105,000
В.	Meetings	\$20,000
C.	Reimbursable Costs	\$5,000
	TOTAL	\$130,000

Fee by Phase (including meetings)

A.	Reconnaissance/Analysis	\$47,000
B.	Strategic Plan Development	\$40,000
C.	Final Documentation	\$38,000
	Subtotal	\$125,000
	Reimbursable Costs	\$5,000
	TOTAL	\$130,000

ADDITIONAL INFORMATION

The fees are based on the tasks identified in each component of planning and the numbers and types of meetings listed.

Specialty Consultants

At this time, the fees include our HMC team without any additional specialty consultants. Our team has the experience and capabilities to address all of the items listed in the Scope of Work, including the energy/utility savings analysis.

Visual and Performing Arts (VAPA) FPP

The development of the Visual and Performing Arts (VAPA) project FPP is integrally linked to the development of the Norco College Facilities Master Plan Update. Our team's involvement in this FPP will assist in early coordinating of the broader campus planning development options. We believe this will help to provide a level of consistency in early discussion, coordinate planning efforts and limit redundancy or confusion.



Agenda Item (VIII-E-1)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Resources (VIII-E-1)

Subject Selection of First Class Vending to provide Food and Beverage Vending Services District Wide

College/District District

Funding N/A

Recommended Action

It is recommended that the Board of Trustees authorize the selection of First Class Vending to

provide Food and Beverage Vending Services District wide.

Background Narrative:

Staff engaged in a Request for Proposal (RFP) process for the purpose of selecting a provider for Food and Beverage Vending at all District locations. The RFP specified a term of five (5) years, for a period of July 1, 2012 through June 30, 2017. RFP's were provided to seven (7) vendors. Advertisements were published on February 6 and 13, 2012 in the Press Enterprise.

Two (2) vendors submitted proposals. The proposals were evaluated by the Contract Review Committee members comprised of faculty, staff and students from each college.

The proposals were based on the following criteria listed below:

- * Commission Rate
- * Guaranteed Annual Minimum Commission
- * One-time signing Bonus
- * References
- * Demonstrated Sanitation Practices
- * Collection of Revenue (software)
- * Creativity, Innovation and Flexibility
- * Vending Machines
- * Submission of RFP Documents and Insurance
- * Account Managers Information
- * Maintenance & Repairs
- * Wide Variety of Product, including healthy
- * Financial Information

Based on detailed reviews of each proposal and evaluation of criteria, the committee recommends engaging First Class Vending to provide Food and Beverage Vending to all District locations. First Class Vending provided the highest commission rate, quaranteed annual commission and one-time signing bonus.

Prepared By: Cynthia Azari, President, Riverside City College

Tom Harris, Acting President, Moreno Valley College Debbie DiThomas, Interim President, Norco College

Norm Godin, Vice President

Food & Beverage Vending Commission Proposal Summary

	First Class Vending	AV	T, Inc.
Commission Rate	32%		25%
Guaranteed Annual Minimum	\$ 20,000	\$	12,000
Commission			
One-Time Signing Bonus	\$ 20,000	\$	5,000

Contract Review Committee 2011/12

Location	Name	Title
District	Adams, Ruth	General Counsel
District	Askar, Majd	Purchasing Manager
District	Bogle, Bill	Controller, Accounting Services
District	Cardullo, Amy	Director, RCCD Foundation
District	Plumley, Sheryl	Accounting Services Clerk
Moreno Valley College	Bobbitt , David	Interim Vice President, Business
		Services
Moreno Valley College	Renfrow, Debbi	Assistant Professor, Library
		Services
Moreno Valley College	Salas, Leslie	Administrative Assistant IV,
		Student Services
Moreno Valley College	Torres, Cesar	Student
Norco College	Choy, Rebecca	Student
Norco College	Greene, Lyn	Assistant Professor, Political
		Science
Norco College	Ramirez, Nicole	Instructional Programs Support
		Coordinator
Norco College	Thurman, Laurens	Interim Vice President, Business
		Services
Riverside City College	Figueroa, Doug	Student
Riverside City College	Godin, Norm	Vice President, Business Services
Riverside City College	Philp, Reyna	Accounting Services Manager
Riverside City College	Ruzak, Cheryl	Director, Food Services



Agenda Item (VIII-E-2)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Resources (VIII-E-2)

Subject Selection of an Independent Audit Firm to Perform Measure C Proposition 39 Audit Services

College/District District

Funding Measure C

Recommended

Action

It is recommended that the Board of Trustees approve entering into an agreement with Vincenti, Lloyd, Stutzman, LLP to perform the annual Proposition 39 audit for the District's Measure C general obligation bond program for the fiscal years 2011-2012 through 2015-2016,

and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Background Narrative:

Staff engaged in a Request for Proposal (RFP) process for the purpose of selecting an independent audit firm to conduct the annual Proposition 39 audit for the District's Measure C general obligation bond program. The RFP called for a term not to exceed five (5) years and provided for cancellation upon written notification by either party prior to January 15 each year. RFP's were sent to seven (7) firms which had expressed an interest in providing audit services or were known to have relevant Proposition 39 auditing experience. Advertisements also were published on March 6 and 12, 2012 in the Press-Enterprise.

Five (5) audit firms submitted proposals. The proposals were evaluated based on a point scale assigned to the criteria listed below:

- Audit Experience Proposition 39 and Community Colleges
- Average Annual Hours to Complete the Audit
- Average Annual Audit Cost
- Average Annual Hourly Rate
- Audit Firm's Business Location

Based on detailed reviews of each proposal and evaluation of the criteria, staff recommends engaging Vincenti, Lloyd, Stutzman, LLP (VLS) to conduct the annual Measure C Proposition 39 audit for the District. VLS has extensive experience performing Proposition 39 audits for California community colleges and K-12 school districts; their estimated number of hours to complete the engagement is comparable to the other firms' proposals, and their fee for performing the audit was the lowest of the five firms.

See the attached cost proposals.

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

Bill Bogle, Controller

Attachments:

Measure C Proposition 39 Audit Firm Cost Proposals - May 15, 2012

Audit Firm Proposals Submitted Measure C Proposition 39 May 15, 2012

	_	Fiscal Years					
<u>Firm Name</u>	Business Location	11/12	12/13	13/14	14/15	<u>15/16</u>	<u>Total</u>
Ahern Adcock Devlin, LLP	Riverside	<u>\$10,150</u>	<u>\$10,550</u>	<u>\$11,050</u>	<u>\$11,250</u>	<u>\$11,850</u>	<u>\$54,850</u>
Christy White Accountancy	Rancho Cucamonga	<u>\$13,800</u>	<u>\$14,076</u>	<u>\$14,357</u>	<u>\$14,644</u>	<u>\$14,937</u>	<u>\$71,814</u>
Eadie and Payne	San Bernardino	<u>\$11,000</u>	<u>\$11,000</u>	<u>\$11,350</u>	<u>\$11,625</u>	<u>\$11,825</u>	<u>\$56,800</u>
Vavrinek, Trine, Day							
& Co., LLP	Riverside	<u>\$14,000</u>	<u>\$14,000</u>	<u>\$14,500</u>	<u>\$14,500</u>	<u>\$14,700</u>	<u>\$71,700</u>
Vicenti, Lloyd,							
Stutzman, LLP	Glendora	<u>\$10,400</u>	<u>\$10,400</u>	<u>\$11,000</u>	<u>\$11,000</u>	<u>\$11,400</u>	<u>\$54,200</u>



Agenda Item (VIII-E-3)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Resources (VIII-E-3)

Subject Selection of an Independent Audit Firm to Perform District and Foundation Annual Audit

Services

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees approve entering into agreements with Vavrinek, Trine, Day & Co., LLP to perform annual audit services for the District, and Ahern, Adcock, Devlin, LLP to perform annual audit services for the Foundation for the fiscal years 2011/2012 through 2015/2016, and authorize the Vice Chancellor, Administration and Finance to sign the agreements.

Background Narrative:

Staff engaged in a Request for Proposal (RFP) process for the purpose of selecting an independent audit firm to conduct the annual District and Foundation audits. The agreement is for a term not to exceed five (5) years and provided for cancellation upon written notification by either party prior to January 15 each year. RFP's were sent to seven (7) firms which had expressed an interest in providing audit services or were known to have relevant community college auditing experience. Advertisements were also published on March 6 and 12, 2012 in the Press-Enterprise.

Five (5) audit firms submitted proposals. The proposals were evaluated based on a point scale assigned to the criteria listed below:

- Audit Experience Proposition 39 and Community Colleges
- Average Annual Hours to Complete the Audit
- Average Annual Audit Cost
- Average Annual Hourly Rate
- Audit Firm's Business Location

Based on detailed reviews of each proposal and evaluation of the criteria, staff recommends engaging Vavrinek, Trine, Day & Co., LLP (VTD) to conduct the annual audit for the District. VTD has extensive experience performing audits for California community colleges. They are very active within the system by participating with the Chancellor's Office on emerging issues and with development of the Contracted District Audit Manual. VTD conducts more community college audits than all of the other proposing firms combined.

Vincenti, Lloyd, Stutzman, LLP's (VLS) cost proposal was the lowest of the five firms; however, the estimated number of hours to complete the engagement is 160 hours lower than the next lowest proposal, and is approximately 250 hours lower than the actual number of hours it took to complete the audit in the prior year. This raises concerns about the adequacy of time devoted to the audit and whether the District would receive the "indepth" look it is accustomed to. VTD assigns new engagement partners every five years to existing clients. VTD's proposal reflects this reassignment as they have performed the District and Foundation audits the past five (5) years. In addition, the engagement will be managed out of VTD's Riverside office rather than their Rancho Cucamonga office.

Ahern, Adcock and Devlin (AAD), a Riverside firm, has extensive not-for-profit audit experience, and they have successfully performed the RCCD Foundation audit in the past. Staff queried VTD, AAD and VLS to determine the effect on pricing if the District and Foundation audits were awarded to different firms. VTD indicated that there would be no change to the District cost proposal, but the Foundation quote would increase by \$4,400. VLS also indicated that there would be no change to the District cost proposal, but the Foundation quote would increase by \$1,500 to \$2,000 per year. AAD indicated that both the District and Foundation cost proposals would remain the

same. By separating audit services between VTD (District) and AAD (Foundation), average annual savings would be \$3,375 over each of the next five (5) years. Staff recommends separating the District audit from the Foundation audit and engaging Ahern, Adcock and Devlin (AAD) to perform the annual audit of the Foundation.

See the attached cost proposals.

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

Attachments:

District and Foundation Audit Firm Proposals - May 15, 2012

Audit Firm Proposals Submitted District and Foundation May 15, 2012

			Fiscal Years					
Firm Name	Business Location		11/12	12/13	13/14	<u>14/15</u>	<u>15/16</u>	<u>Total</u>
Ahern Adcock Devlin, LLP	Riverside	District	\$66,075	\$68,525	\$70,900	\$73,350	\$76,000	\$354,850
		Foundation	9,025	8,900	9,400	9,625	10,175	47,125
		Total	<u>\$75,100</u>	<u>\$77,425</u>	<u>\$80,300</u>	<u>\$82,975</u>	<u>\$86,175</u>	<u>\$401,975</u>
Christy White	Rancho							
Accountancy	Cucamonga	District	\$85,600	\$87,312	\$89,058	\$90,840	\$92,656	\$445,466
		Foundation	<u>15,300</u>	<u>15,606</u>	<u>15,917</u>	<u>16,236</u>	<u>15,560</u>	79,629
		Total	<u>\$100,900</u>	<u>\$102,918</u>	<u>\$104,975</u>	<u>\$107,076</u>	<u>\$109,216</u>	<u>\$525,085</u>
	San							
Eadie and Payne	Bernardino	District	\$91,000	\$91,000	\$93,500	\$96,300	\$99,200	\$471,000
		Foundation	<u>10,000</u>	<u>10,000</u>	<u>10,300</u>	<u>10,600</u>	<u>10,900</u>	51,800
		Total	<u>\$101,000</u>	<u>\$101,000</u>	<u>\$103,800</u>	<u>\$106,900</u>	<u>\$110,100</u>	<u>\$522,800</u>
Vavrinek, Trine, Day								
& Co., LLP	Riverside	District	\$69,200	\$69,200	\$71,000	\$72,800	\$73,800	\$356,000
		Foundation	<u>12,800</u>	<u>12,800</u>	<u>12,800</u>	<u>12,800</u>	<u>12,800</u>	64,800
		Total	<u>\$82,000</u>	<u>\$82,000</u>	<u>\$83,800</u>	<u>\$85,600</u>	<u>\$86,600</u>	<u>\$420,000</u>
Vicenti, Lloyd,								
Stutzman, LLP	Glendora	District	\$55,000	\$55,000	\$56,000	\$56,000	\$57,500	\$279,500
		Foundation	8,960	8,800	9,000	9,000	9,200	44,800
		Total	<u>\$63,800</u>	<u>\$63,800</u>	<u>\$65,000</u>	<u>\$65,000</u>	<u>\$66,700</u>	<u>\$324,300</u>



Agenda Item (VIII-E-4)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Resources (VIII-E-4)

Subject Design Amendment for Secondary Effects with Hill Partnership, Inc.

College/District Norco

Funding College Allocated Measure C Funds

Recommended

Action

The Board of Trustees approve Design Amendment No. 5 with Hill Partnership, Inc. in the

amount of \$11,632.50 for Norco College Secondary Effects.

Background Narrative:

Staff requests the Board of Trustees approval of Amendment No. 5 with Hill Partnership, Inc. in the amount of \$11,632.50 for additional architectural and mechanical/electrical engineering services for the Norco Secondary Effects project. Additional services include design, engineering, and issuance of revised contract documents for added electrical receptacles, and relocation of electrical devices, revisions to the lighting control system, provide fire alarm design for additional space on the second floor of Building A, conduct a field investigation of existing conditions of Building D for a feasibility study, and coordination of all engineering disciplines to develop contract documents as a result of the Building D feasibility study.

Contract amendment attached for review and consideration.

Prepared By: Debbie DiThomas, Interim President, Norco College

Laurens Thurman, (Interim) Vice President, Business Services

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Michael Stephens, Director, Construction

Attachments:

05152012_Hill Partnership, Inc. - Design Amendment No. 5

FIFTH (5) AMENDMENT TO AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND HILL PARTNERHSHIP, INC.

(Secondary Effects Project – Norco College)

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

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$11,632.50 including reimbursable expenses, totaling agreement to \$975,692.60. The term of this agreement shall be from the original agreement date of May 20, 2009, to the estimated completion date of December 31, 2012. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 5 as of the date written below.

HILL PARTNERSHIP, INC.		RIVERSIDE COMMUNITY COLLEGE DISTRICT	
By:		By:	
-	Lawrence A. Frapwell	James L. Buysse	
	President	Vice Chancellor	
	115 Twenty-Second St.	Administration and Finance	
	Newport Beach, CA 92663		
Date:		Date:	

Exhibit I

Project: Secondary Effects at Norco College

SCOPE REVISIONS

Provide architectural and mechanical/electrical engineering design services for the following:

- 1. Addition of electrical receptacles per school comments in A218, A217, A104, A107, A122, B209, and B207.
- 2. Revisions and relocations of electrical devices as a result of college and furniture consultant decisions. Rework mechanical to accommodate revisions.
- 3. Addition electrical receptacles per RFI #179 in B203, B208, and B210.
- 4. Revise the lighting control system to delete the lighting control panels and add occupancy sensor for shut-off. Revise the lighting layout in Building "A" Reference Room A212, Office A212A, Office A212B, and Office A212C.
- 5. Provide a fire alarm design for the 2nd floor of Building A, approximately 4,000 square feet. Revise battery calculations, riser diagrams, etc. as required.
- 6. Conduct a field investigation of existing conditions for Building "D" and provide written narrative of findings and possible solutions.
- 7. Coordination of engineering disciplines.

COMPENSATION

Services outlined above are at a fixed fee basis of \$11,632.50 as outlined below:

Mechanical/Electrical Engineering (JBA) –

1.	Fixed Fee of $1,500 \times 1.1 =$	\$1,650
2.	Fixed Fee of $1,800 \times 1.1 =$	\$1,980
3.	Fixed Fee of $1,200 \times 1.1 =$	\$1,320
4.	Fixed Fee of $2,100 \times 1.1 =$	\$2,310
5.	Fixed Fee of $2,500 \times 1.1 =$	\$2,750
6.	Fixed Fee of $$1,475 \times 1.1 =$	\$1,622.50

Total Additional Services for Amendment No. 5:

\$11,632.50



Agenda Item (VIII-E-5)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Resources (VIII-E-5)

Subject Tentative Project Budget for Audio Visual Upgrade and Lighting in Humanities 129 and Student

Services 101

College/District Moreno Valley

Funding College Allocated Measure C Funds

Recommended The Board of Trustees approve the tentative project budget in the amount of \$200,000.00 for

Action Audio Visual Upgrade and Lighting at Moreno Valley College.

Background Narrative:

Staff at the Moreno Valley College, request the Board of Trustees approve a tentative project budget in the amount of \$200,000 for the Audio Visual Upgrade and Lighting in Humanities 129 and Student Services 101 project. The scope of work includes the following:

- 1. Replace the college's old, outdated, non-operative sound system with a new modern sound system, speakers, amp, projectors, and new wireless microphones;
- 2. Replace the existing light fixtures and add dimmable light ballasts;
- 3. Add motorized blinds with the remote control devices;
- 4. Replace old, outdated audio visual cables with new cables.

Prepared By: Tom Harris, Acting President, Moreno Valley College

David Bobbitt, Interim Vice President, Business Services

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Bart Doering, Director, Construction

Attachments:



Agenda Item (VIII-E-6)

Meeting 5/15/2012 - Regular

Agenda Item Committee - Resources (VIII-E-6)

Subject Tentative Project Budget for Mechanical Upgrade Projects

College/District Moreno Valley

Funding College Allocated Measure C Funds

Recommended The Board of Trustees approve the tentative project budget in the amount of \$875,000.00 for

Action Mechanical Upgrades at Moreno Valley College.

Background Narrative:

With the commencement of the Network Operations Center and Phase III - Student Academic Services Facility projects, the central plant infrastructure must be upgraded to support these and future projects. Staff at the Moreno Valley College therefore, request the Board of Trustees approve a tentative project budget in the amount of \$875,000 for the Mechanical Upgrade Projects. The scope of work includes the following:

- 1. Install new Heating, Ventilation, and Air Conditioning (HVAC) units in Central Plant no. 1;
- 2. Install new Boiler in Central Plant no. 1;
- 3. Install new Boiler pump in Central Plant no. 1;
- 4. Replace two defective boilers in Central Plant no. 2;
- 5. Replace defective valve in Central Plant no. 2;
- 6. Update Energy Management System (EMS) software for new HVAC and Boilers;
- 7. Replace old Fire Water Backflow.

Prepared By: Tom Harris, Acting President, Moreno Valley College

David Bobbitt, Interim Vice President, Business Services

Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

Bart Doering, Director, Construction

Attachments:



Agenda Item (IX-A-1)

Meeting 5/15/2012 - Regular

Agenda Item Administrative Reports (IX-A-1)

Subject Resolution No. 40-11/12 – Resolution to Recognize Classified School Employee Week

College/District District

Funding

Recommended It is recommended that the Board of Trustees adopt Resolution No. 40-11/12, and designate

Action the week of May 21 through 25, 2012 as Classified School Employee Week.

Background Narrative:

The third full week in May, May 21 through 25, 2012, is designated by the State as Classified School Employee Week, pursuant to Article 10, Section 88270 of the California Education Code. The annual Classified School Employee Week has been supported by the Board of Trustees to honor and recognize the contributions the classified school employees make to the Riverside Community College District, including our three colleges, and to the educational community in general.

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

Attachments:

20120515_Resolution No 40 11-12 CSEW_Backup

RIVERSIDE COMMUNITY COLLEGE DISTRICT MORENO VALLEY COLLEGE • NORCO COLLEGE • RIVERSIDE CITY COLLEGE

Resolution No. 40-11/12

Resolution to Recognize Riverside Community College Classified Employees During Classified School Employee Week

WHEREAS, May 21 -25, 2012, has been designated as Classified School Employee Week in California by the California State Legislature and the California School Employees Association; and,

WHEREAS, the Riverside Community College District desires to acknowledge and thank its classified employees; and,

WHEREAS, Riverside Community College District's classified employees are essential to the District, serving students in a professional, helpful, friendly and courteous manner, and conducting business in an exemplary fashion; and,

WHEREAS, these same employees also provide invaluable support to the faculty and administrators and in so doing contribute to a positive learning environment; and,

WHEREAS, Riverside Community College District's classified employees are key ambassadors to the community, involved in every facet of community life through non-profit organizations, youth sports, philanthropic efforts, and other endeavors; and,

WHEREAS, their dedication and caring contributes in a positive spirit to our communities and our students, young and old; and,

WHEREAS, Riverside Community College District's classified employees deserve our respect, commendation, and recognition;

THEREFORE, BE IT RESOLVED that the Board of Trustees officially recognizes the professional contributions of our classified employees, proclaims that they enhance the excellence of education in the state of California and in this District, and declares the week of May 21-25, 2012, as Classified School Employee Week in the Riverside Community College District.

Passed and adopted this 15th day of May 20	12.

BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT



Agenda Item (XII-A)

Meeting 5/15/2012 - Regular

Agenda Item Business From Board Members (XII-A)

Subject Board of Trustees Annual Self-Evaluation

College/District District

Funding

Recommended

Action

It is recommended that the Board of Trustees discuss the results of their annual self-evaluation, review goals from 2011 and provide direction for establishing goals for 2012.

Background Narrative:

On April 26, 2012 each Board member was provided with an evaluation packet that included Board Policy 2745 – Board Self Evaluation, a self-assessment tool, a summary of Board activities from June 2011-May 2012, and a copy of the results from the Board Self-Evaluation that was reported out at the June 2011 regular Board meeting. The Board members returned the self-evaluation tool and staff has taken it, along with the summary, and categorized the information provided into the seven dimensions of effectiveness contained with the Board's policy for your use.

Prepared By: Chris Carlson, Chief of Staff

Attachments:

Summary of 2012 Board Self Evaulation PowerPoint Presentation of Self Evaulation Results

Summary of 2012 Board Self-Assessment Form

Attached is a composite of the results from the five Board Self-Assessment forms, submitted by each trustee. With the use of the same assessment tool from the Board's Self Evaluation in 2009, 2010 and 2011, the results were tabulated and a comparative ranking to the board's evaluation to the prior reviews can be made.

As prior, the ranking were fairly consistent amongst the board members, with most rankings, primarily between 3-5. As such, the composite results reflect mostly positive rankings.

Dimensions with a perfect (5.0) Strongly Agree Rating included:

Constituency Interface – Board member attendance of community events.

Dimensions assessed as Strongly Agree/Highly Rated Dimensions (4.0 or higher) in:

- Segments of Board Organization, related to:
 - o Board Meetings are orderly and efficient
 - Agenda material is complete
 - Achieving District goals
 - Meetings complies with laws
 - Board operates without conflict
 - o Board involvement in accreditation
 - o Board knowledge of history, culture and values of District
- Commitment to Learners
- Constituency Interface
- Segments of Community College System Interface
 - Support of educational partnerships
 - o Understanding and awareness of state educational policies
- Economic/Political System Interface
- District Policy Leadership
- Segments of Management Oversight
 - o Board provides support to Chancellor and maintains open communication
 - o Board annually evaluates the Chancellor, and sets clear expectations and goals
 - Board encourages professional growth of Chancellor
 - o Board is adequately informed about important issues facing the District
 - Board has clear protocols for communicating with Chancellor/Staff
- Segments of Guardianship
 - Budget reflects mission and plans of District
 - Policies effect fiscal management and internal controls

- Regular reports on fiscal condition of District
- Maintains fiscal reserve
- Monitors Districts funds and audits

Dimensions assessed at "Somewhat Agreed/Lowest Rated" (3.0-3.9), included:

- Segments of Board Organization, related to:
 - Board operates as a unit
 - o Board understands its role and responsibilities
 - Board meetings provide adequate input from constituency
 - Upholding board decisions by members of the board
- Segment of Community College System Interface Members assist and support District by attending CCCT and State events
- Segment of Economic / Political System Interface Board educates legislators about community college issues
- Management Oversight
 - o Board and Chancellor have a positive/cooperative relationship
 - o Board clearly delegates administration of the District to the Chancellor
 - o Board and Chancellor enjoy a climate of mutual trust and respect

There were no dimensions ranked below 3.0, with 3.0 ranking equating to "Somewhat Agree".

Overall, the results of the 2012 Board Self-Assessment showed some variation to the prior year ranking, almost equally with increases and reductions in the seven dimensions ranked numerically. However, final numerical rankings show only one measurement. With the comparative ranking to the board's assessment in 2011, it is easy to see areas where the board saw measure able (+0.4 or more points) favorable advancements in certain dimensions; and conversely, dimensions where measureable reductions (-0.4 or more points) in ranking from the board members for the past 12 months.

Many dimensions received positive increases from 2011, and included most notably:

- Segments of Board Organization, related to:
 - Board meetings are conducted orderly and effectively
 - Board understands its roles and responsibilities
 - Members uphold final majority decision of the Board
- Segments of Commitment to Learners, related to:
 - o Board monitors the effectiveness of the District fulfilling its mission
 - o Board supports one student contract and a learner-centered curriculum
- Segments of District Policy Leadership, related to:
 - Policy making process is clear, transparent and inclusive

- Board understands policy making role and differentiates it from the administrative role of the Chancellor and staff
- Segments of Management Oversight, related to
 - Board has clear protocols for communicating with staff and Chancellor
 - o Board sets clear expectations and goals for Chancellor
- Segments of Guardianship, related to:
 - o Board regularly receives reports on fiscal matters

Limited dimensions experience reduced rankings, and they included:

- Segments of Board Organization, related to:
 - o Agenda items contain sufficient material and information to support decision making
 - Board meetings allow for appropriate input for all constituencies
 - o Board is knowledgeable about the culture, history and values of the District
- Segment of Constituency Interface relating to Board members support development of partnership programs in education
- Segment of Community College System Interface relating to members assist and support
 District by attending CCCT and state events
- Segments of Economic / Political System Interface, related to:
 - Board advocates and interfaces with state, local and federal bodies
 - o Board advocates District interest to regional legislators
 - Board educates legislators about community college causes and issues
- Segment of Management Oversight, related to Board and Chancellor have mutual trust and respect for one another.
- Segments of Guardianship, related to:
 - o Board monitors implementation of facility master plans
 - Board supports and assist in seeking external funding
 - Board ensures District has adequate reserves
 - Board assures budget is linked to planning
 - Board monitors use of District funds

Additionally, some areas show a spread of rankings. These marks were the individual rankings, or perceptions of board members are not as congruent (spread amongst three of greater ranking values), as some of the other dimension. Equally, other dimension rankings showed areas were the board, as members are primarily congruent with each other (four or more ranking similarly).

In June 2011, when the board reported out the result of the 2010 Self-Assessment, the Board planned to:

1. Continue to address and support transformation into a three-college district.

- 2. Strive for a positive, synergistic board of trustees that recognizes respects and capitalizes on the uniqueness of each trustee, and that leverages and positions the board for the overall advancement of the district.
- 3. Supports the role of the Chancellor and actions of the board as a whole, to fulfill the greater mission of the District and to continually stay focused on our core mission.
- 4. Set policy and direction for the District, support Chancellor in advancing and executing them, and monitor the implementation through the CEO evaluation process.
- 5. Participate appropriately as a board and clearly focus efforts on supporting and advancing district planning as it faces 2016 and its next century of service. (Note, participation included contributing to broad vision development and setting criteria for planning, e.g. that budgeting is linked to planning)
- 6. Address the budget and stewardship of the district and the fiscal paradigm community colleges within the state face; including the right sizing of the district, advocacy of new funding model(s), and efficiencies.
- 7. Support the development of standards, policies and protocols that lead to efficiencies and sound resource development and implementation, including continued support for the Chancellor's role in resource development.
- 8. Support programs, policies and investments that advance the district and its operations into sustainable practices, such as the e-board book, LEED certified development and other policy measures.
- 9. Assure leadership and policy matters are undertaken and aligned with the District Strategic Plan Themes of Student Access; Student Success; Service to Community; System Effectiveness; Financial Resource Development; Organizational and Professional Development; and Green Initiatives.
- 10. Support and facilitate relationships with local schools, industries and businesses, to collaborate in providing a better educational continuum and for "making life better" in our community, including (a) possible joint meeting(s) with school boards on focused topics of common interest.
- 11. Monitor student success and achievement of all student populations and review data and reports that provide perspective and trend analysis to support programs, operations and policy matters. Monitoring shall include attention to and support for efforts to close the "achievement gap" of under-prepared and represented students.

This Summary and attached composite ranking sheet, is intended only to facilitate the board's self-evaluation process and reporting of outcomes for the June Board meeting

Riverside CCD Board of Trustees

May 2012 Board Self Assessment Highlights

Process

- Received report of board tasks and accomplishments
- Board Self-Assessment Form
 - 69 items in 8 dimensions
 - Open-ended questions
- Rating Scale
 - 1 = strongly disagree;
 - 2 = somewhat disagree;
 - 3 = somewhat agree;
 - *4*= *agree*;
 - 5 = strongly agree.
- Results presented at May 15 Board meeting

Overview

- With relatively few exceptions, all members rated all items from 3 to 5 (somewhat agree to strongly agree)
- 56 of the 69 items received an average of 4.0 and higher
 - 1 of those were 5.0, unanimous strong agreement
 - 13 of those were 4.6 or higher, indicating strong agreement
- 13 were rated between 3.0 3.8 (somewhat agree to agree)
 - No ranking was less than 3.2

Highly Rated Dimensions

- The following dimensions had high percentages of ratings 4.0 and above:
 - Commitment to Learners
 - Rankings consistent or slightly improved to prior years self assessment
 - Constituency Interface
 - Rankings consistent or slightly decreased from prior years self assessment
 - Economic/Political System Interface
 - Rankings consistent or slightly decreased from prior years self assessment, but board varied on its perception on many dimensions.
 - District Policy Leadership
 - Rankings consistent or slightly improved to prior years self
 assessment, but board varied on its perception on many

Commitment to Learners

- Average ratings above 4.0 -- ALL
 - the board is concerned about students;
 - Board monitors institutional effectiveness
 - makes decisions on what is best for learners;
 - is knowledgeable about the educational programs and services of the District; and
 - reviews student success and outcomes
- Board unified on ranking (4.8) of receives information about students, educational programs, services and initiatives.
- Board diverse on ranking the majority of the dimensions

Constituency Interface

- One of the strongest dimensions
- Ratings remained consistent (one decrease) from last year
 - From 4.8 to 4.2 Board members support development of educational partnerships.
- ALL ratings above 4.2, with ½ above 4.6
 - Knowledgeable about community; maintain good relationships with community leaders; attend community events; educate community, support partnerships; recognize accomplishments of college employees; adhere to protocols regarding communication with employees, students, & media; support Foundation & fundraising
- Board members unified in ranking 1/3 of

Economic / Political System Interface

- Ratings all fairly strong
 - 50% of ratings remained consistent and 50% decreased from last year
 - Board not unified on ranking of nearly 50% of dimensions
- Ratings above 4.2, with ½ above 4.6
 - Knowledgeable about community; maintain good relationships with community leaders; attend community events; educate community, support partnerships; recognize accomplishments of college employees; adhere to protocols regarding communication with employees, students, & media; support Foundation & fundraising
- One rating at 3.8 Board educates legislators on college issues.

District Policy Leadership

- Another strong dimension
- Ratings remained consistent or increased from last year
- ALL ratings above 4.0
 - Board diverse in its ranking of nearly 2/3 of dimensions
 - Board unified on two of the nine dimensions
 - Board involved in defining mission, vision, and goals
 - Policy recommendations are well throughout and process is inclusive
- Board ratings improved for:
 - Board understands its policy role vs. administrative role of Chancellor and staff.
 - Policy making is clear, transparent and inclusive.

Dimensions with Mixed Ratings

- The following dimensions had ratings of mixed variations:
 - Board Organization
 - Ratings range from 3.2 to 4.8, with some improved and some reduced from prior year
 - Some ratings unified in perception among trustees, while other ratings among trustees not unified in perception
 - Community College System Interface
 - Rankings range from 3.6 to 4.4, with one rating reduced from prior year
 - Management Oversight
 - Ratings range from 3.4 to 4.6, with majority rated consistent to prior years assessment, with one rating reduced from prior year
 - 70% of ratings among trustees not unified in perception
 - Guardianship
 - Rating range from 3.4 to 4.6 with majority ratings reduced from

Board Organization

- Variability in average scores (3.2 4.8)
- Ratings varied both positively and negatively from prior years
- Ratings by trustees diverse in perceptions for 50% of dimensions, but unified for 25% of dimensions
 - Unified Dimension Rankings: Agenda items contain sufficient background; Board works to achieve district goals; and board meetings comply with state law
 - Diverse Dimension Rankings: Board meetings conducted effectively; board meetings allow for adequate input; board upholds final decisions; board operates without conflict; board reviews mission statement regularly; and board is knowledgeable about culture, history and values.

Community College Systems Interface

- Dimension varied in ranking
 - Rankings 3.6 to 4.4
 - Only one ranking decreased (< 0.40) from prior year

Management Oversight

- Variability in average scores (3.4 4.6)
- Ratings consistent with one decline from prior year
- Majority of ratings by trustees diverse in perceptions of dimensions (70%)
- 7 items 4.2 4.6
 - Board provides a high level of support to Chancellor and maintains open communication; Board annually reviews Chancellor; Board encourages professional growth; Board is adequately informed about important issues; Board has clear protocols for communicating with staff and Chancellor; and Board sets clear expectations and goals for Chancellor
- 3 items 3.4 3.75
 - Board and Chancellor have a positive and cooperative relationship; climate of mutual trust and respect exist between Board and Chancellor; and Board clearly delegated the administration of the District to the Chancellor

Guardianship

- Variability in average scores (3.4 4.6)
- Ratings either consistent, or declined (50%+) from prior year
 - Change from last year, with most dimensions rated 4.6-5.0
- Majority of ratings by trustees diverse in perceptions of dimensions
 - Change from last year, when the board was very unified in ratings
- Three dimensions were average at 3.4-3.8
 - Board monitors implementation of facilities master plans
 - Board supports and assist in seeking external

Greatest Change in Ratings-Increase

- Segments of Board Organization, related to:
 - Board meetings are conducted orderly and effectively
 - Board understands its roles and responsibilities
 - Members uphold final majority decision of the Board
- Segments of Commitment to Learners, related to:
 - Board monitors the effectiveness of the District fulfilling its mission
 - Board supports one student contract and a learner-centered curriculum
- Segments of District Policy Leadership, related to:
 - Policy making process is clear, transparent and inclusive
 - Board understands policy making role and differentiates it from the administrative role of the Chancellor and staff
- Segments of Management Oversight, related to
 - Board has clear protocols for communicating with staff and Chancellor
 - Board sets clear expectations and goals for Chancellor
- Segments of Guardianship, related to:
 - Board regularly receives reports on fiscal matters

Greatest Change in Ratings-Decrease

- Segments of Board Organization, related to:
 - Agenda items contain sufficient material and information to support decision making
 - Board meetings allow for appropriate input for all constituencies
 - Board is knowledgeable about the culture, history and values of the District
- Segment of Constituency Interface relating to Board members support development of partnership programs in education
- Segment of Community College System Interface relating to members assist and support District by attending CCCT and state events
- Segments of Economic / Political System Interface, related to:
 - Board advocates and interfaces with state, local and federal bodies
 - Board advocates District interest to regional legislators
 - Board educates legislators about community college causes and issues
- Segment of Management Oversight, related to Board and Chancellor have mutual trust and respect for one another.
- Segments of Guardianship, related to:
 - Board monitors implementation of facility master plans
 - Board supports and assist in seeking external funding
 - Board ensures District has adequate reserves
 - Board assures budget is linked to planning
 - Board monitors use of District funds

Open Ended Questions

Greatest Strengths

- Genuine concern and interest for the district.
- Board knows and understand the history of RCCD.
- Student commitment to the fullest.
- Oversight of operating budgets.
- Interaction with Chancellor
- It's diversity of its members. Diversity of member's occupations.

Major Accomplishments

- Improved communication, and board more visible at community functions.
- Supporting national and state board representation.
- Nursing, Science and Math Complex being completed.
- Education Fair.
- Keep District going forward, in spite of budget crisis.

Open Ended Questions (cont')

Areas for Board Improvement

- Cooperative spirit and collegiality among board members is dismal and rude.
- Relationship and communication among board members and board officers understood.
- Taking more of a lead in state and national issues.

Most Pleased About

- The success of the PLA for the region.
- Maintaining an atmosphere of collegiately with all district employees.
- Each trustee is interested in what the district in doing and not hesitate to ask questions.
- Relationship with the Chancellor.

Open Ended Questions (cont')

- Possible changes in how the board conducts business:
 - Be more professional, and not allow attacks.
 - Expressing verbally more acknowledgement of speakers and student presentations.
 - Respect and communication with Board President to be both courteous and hold accountable.
- Priority Issues for Coming Year:
 - Maintaining access and success for completion for students.
 - Board relations with Chancellor and amongst board members.
 - Budget must be #1 priority.
 - Be very selective what conferences we attend because

Goals set from June 2011

Board planned to:

- Continue to address and support transformation into a three-college district.
- Strive for a positive, synergistic board of trustees that recognizes respects and capitalizes on the uniqueness of each trustee, and that leverages and positions the board for the overall advancement of the district.
- Supports the role of the Chancellor and actions of the board as a whole, to fulfill the greater mission of the District and to continually stay focused on our core mission.
- Set policy and direction for the District, support Chancellor in advancing and executing them, and monitor the implementation through the CEO evaluation process.
- Participate appropriately as a board and clearly focus efforts on supporting and advancing district planning as it faces 2016 and its next century of service. (Note, participation included contributing to broad vision development and setting criteria for planning, e.g. that budgeting is linked to planning)

Goals set from June 2011 (cont')

- Support the development of standards, policies and protocols that lead to efficiencies and sound resource development and implementation, including continued support for the Chancellor's role in resource development.
- Support programs, policies and investments that advance the district and its operations into sustainable practices, such as the e-board book, LEED certified development and other policy measures.
- Assure leadership and policy matters are undertaken and aligned with the District Strategic Plan Themes of Student Access; Student Success; Service to Community; System Effectiveness; Financial Resource Development; Organizational and Professional Development; and Green Initiatives.
- Support and facilitate relationships with local schools, industries and businesses, to collaborate in providing a better educational continuum and for "making life better" in our community, including (a) possible joint meeting(s) with school boards on focused topics of common interest.
- Monitor student success and achievement of all student populations and review data and reports that provide perspective and trend analysis to support programs, operations and policy matters. Monitoring shall include



Agenda Item (XII-B)

Meeting 5/15/2012 - Regular

Agenda Item Business From Board Members (XII-B)

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

College/District District

Information Only

Background Narrative:

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

Prepared By: Chris Carlson, Chief of Staff

Attachments:



Agenda Item (XIII-A)

Meeting 5/15/2012 - Regular

Agenda Item Closed Session (XIII-A)

Subject Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release

College/District District

Funding n/a

Recommended

Action

To Be Determined

Background Narrative:

None

Prepared By: Greg Gray, Chancellor

Attachments: