



IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management

(b) Contract Faculty (None)

(c) Long-Term, Temporary Faculty (None)

(d) Department Chairs & Stipends, Academic Year 2010-11

(e) Coordinator Assignments, Academic Year 2010-11

(f) Extra-Curricular Assignments, Academic Year 2010-11

2. Summer Coaching Compensation

3. Notices of Employment – Academic Managers

4. Notices of Employment – Faculty, Academic Year 2010-11

5. Notices of Employment – Faculty, Academic Years 2010-11 and 2011-12

6. Notices of Employment – Categorically-Funded Faculty

7. Academic Administrator Employment Contracts

8. Salary Reclassification

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

10. Request for Tenure
  11. Nursing Grant Compensation Stipends Spring 2010
  12. Separations
- b. Classified Personnel
1. Appointments
    - (a) Management/Supervisory
    - (b) Management/Supervisory – Categorically Funded (None)
    - (c) Classified/Confidential
    - (d) Classified/Confidential – Categorically Funded
  2. Requests for Temporary Reduced Workload During the 4/10 Work Schedule
  3. Request for Permanent Increase in Workload
  4. Request to Rescind Approval for Temporary Reduced Workload During the 4/10 Work
  5. Non-Continuance of Categorical Funds or Lack of Work
  6. Request to Change Bumping Due to Election to Not Exercise Bumping Rights
  7. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)
  8. Positions Reclassified Due to Significant Job Content Changes (Classified and Confidential)
  9. Positions Reclassified Due to Significant Job Content Changes (Management)
  10. Separations
- c. Other Personnel
1. Substitute Assignments
  2. Short-term Positions

3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study
  4. Professional Expert Services
2. Purchase Order and Warrant Report—All District Funds
    - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
  3. Budget Adjustments
    - a. Budget Adjustments
      - Request approval of various budget transfers between major object codes within the approved budget concerning supplies, services, equipment and personnel as requested by administrative personnel; further recommend authorizing necessary transfers among various accounts and funds of the District.
  4. Bid Awards
    - a. Reject Bids – Voice/Data Cable Maintenance
      - Recommend rejecting all bids
    - b. Award of Bid-Computer Equipment Maintenance
      - Recommend awarding a bid.
    - \*c. Wheelock Gymnasium, Seismic Retrofit Project
      - Recommend awarding a bid.
  5. Out-of State Travel
    - Recommend approving out-of-state travel requests.
  6. Grants, Contracts and Agreements
    - a. Contracts and Agreements Report Less than \$78,500 – All District Resources
      - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$78,500, pursuant to Public Contract Code Section 20650.
    - b. Amendment to Agreement with Loma Linda University Health Care
      - Recommend approving the amendment to the agreement from Loma Linda University Health Care to provide physician services for students.

\* Added subsequent to posting the agenda.



- c. Agreement for Acquisition of Temporary Construction Easement
    - Recommend approving the agreement for acquisition of temporary construction easement and easement deed with Riverside County Transportation Commission.
  - d. Master Services Agreement – IT Audit
    - Recommend approving the selection of PlanNet Consulting as the company to conduct the IT audit and approve the Master Services Agreement.
7. Other Items
- a. Surplus Property
    - Recommend declaring listed property as surplus; finding the property does not exceed \$5,000; and authorizing the property be sold on behalf of the District.
  - b. Notices of Completion
    - Recommend accepting projects listed as complete, approving the execution of the Notices of Completion and authorizing their signature.

**Recommended Action: Request for Approval and Ratification**

B. Information

- 1. Monthly Financial Report
  - Informational report relative to financial activity for the period from July 1, 2009 through May 31, 2010.

**Information Only**

VI. Board Committee Reports

A. Planning and Operations Committee

- 1. Market Street Properties – Culinary Arts and District Office Building
  - Recommend approving the project design services agreement with LPA Architects for the project.

**Recommended Action: Request for Approval**
- \* 2. Riverside City College’s 2009 – 2014 Strategic Plan
  - Recommend approving the 2009-2014 Strategic Plan.

**Recommended Action: Request for Approval**

\* Added subsequent to posting the agenda.

B. Teaching and Learning

1. Agreement with Office of Statewide Health Planning and Development  
- Recommend approving the acceptance of the award to pay for salary and benefits for one full-time faculty position in the physician assistant program.  
**Recommended Action: Request for Approval**
2. Pulled
3. Academic Programs Abroad, Beijing, China Spring 2011  
- Recommend approving the agreement with Centers for Academic Programs Abroad (CAPA) International Educational Foundation, LP to provide educational services for the study abroad program.  
**Recommended Action: Request for Approval**
4. Academic Programs Abroad, Florence, Italy Fall 2010  
- Recommend approving the agreement with Centers for Academic Programs Abroad (CAPA) International Educational Foundation, LP to provide educational services for the study abroad program.  
**Recommended Action: Request for Approval**
5. Memorandum of Understanding with Corona-Norco Unified School District  
- Recommend ratifying the Memorandum of Understanding for the Workforce Innovation Partnership project awarded to RCCD.  
**Recommended Action: Request for Ratification.**
6. Sub Grantee Agreement, American Recovery Reinvestment Act Southern California Logistics Technology Collaborative with San Bernardino County  
- Recommend approving the agreement with the San Bernardino Community College District for an award of sub grantee funds for salaries, benefits, materials, and other operational expenses.  
**Recommended Action: Request for Approval**
7. Proposed Curricular Changes  
- Recommend approving the curricular changes for inclusion in the catalog and schedule of class offerings.  
**Recommended Action: Request for Approval**
8. Norco College Follow-Up Report to Accrediting Commission for Community and Junior Colleges  
- Recommend approving Norco College's Follow-Up Report.  
**Recommended Action: Request for Approval**

C. Resources Committee

1. Tentative Budget for 2010-2011 and Notice of Public Hearing on the 2010-2011 Budget
  - Recommend approving the District's 2010-2011 Tentative Budget and authorizing staff to forward a copy to the Riverside County Superintendent of Schools; and recommend announcing that: 1) the proposed 2010-2011 Budget will be available for public inspection beginning September 7, 2010; and 2) the public hearing will be held at 6:00 p.m. at a Board Meeting on September 14, 2010, to be followed by the adoption of the 2010-2011 Final Budget. It is further recommended authorizing the Chancellor to sign notices relative to these dates.

**Recommended Action: Request for Approval**
2. Riverside Nursing/Science Building
  - Recommend approving a design services agreement with Tamra Kay Interior Design Consulting for furniture, fixtures, equipment, programming and bid preparation services for the project.

**Recommended Action: Request for Approval**
3. Life Science/Physical Science Reconstruction
  - Recommend approving an agreement with HMC Architects to provide revisions to the final project proposal using Measure C funds for the project at Riverside City College.

**Recommended Action: Request for Approval**
4. Deferment of RCC Campaign Advance Repayment
  - Recommend approving a request for extension of debt repayment from the RCCD Foundation to the District.

**Recommended Action: Request for Approval**

D. Governance Committee

1. Revised and New Board Policies – First Reading
  - Recommend accepting Board Policies 2720 and 5400 for first reading.

**Recommended Action: Accept for First Reading**
2. Federal Representation for RCCD and Update on Federal Activities for 2010-2011
  - Recommend approving the contract with Capital Alliance Consulting LLC to represent the District on federal issues and provide updates on federal activities for 2010-2011.

**Recommended Action: Request for Approval**

E. Facilities Committee

1. Riverside Nursing/Science Building  
- Recommend approving the change order for the project due to the relocation of City of Riverside owned sewer lines.  
**Recommended Action: Request for Approval**
2. Learning Gateway Building  
- Recommend approving an amendment with LPA architects for relocation of dry utilities and a vibration isolation design for the project at Moreno Valley College.  
**Recommended Action: Request for Approval**
3. Norco Secondary Effects  
- Recommend approving an amendment with Hill Partnership, Inc. for scope revisions within the project at Norco College.  
**Recommended Action: Request for Approval**
4. Norco Operations Center  
- Recommend approving an amendment with Tilden Coil Constructors, Inc. for building information modeling coordination services for the project at Norco College.  
**Recommended Action: Request for Approval**
5. Wheelock Gymnasium, Seismic Retrofit  
- Recommend approving an amendment for GKK Works for design and engineering of a security system for the project at Riverside City College.  
**Recommended Action: Request for Approval**
6. Recommended Firms for Construction Management Services  
- Recommend approving the five (5) construction management firms for future District project assignments on an individual basis.  
**Recommended Action: Request for Approval**

VII. Administrative Reports

A. Vice Chancellors

B. Presidents

1. 2010-2011 Moreno Valley College Catalog  
- Recommend approving the 2010-2011 Moreno Valley College catalog.  
**Recommended Action: Request for Approval**
2. 2010-2011 Norco College Catalog  
- Recommend approving the 2010-2011 Norco College catalog.  
**Recommended Action: Request for Approval**

3. 2010-2011 Riverside City College Catalog  
- Recommend approving the 2010-2011 Riverside City College catalog.  
**Recommended Action: Request for Approval**

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

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

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.  
**Information Only**
- B. Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation – Resolution No. 63-09/10  
- Recommend adopting the resolution, ordering the consolidation of the November 2, 2010 election, and that the District shall not bear the cost of printing and handling Candidates Statements.  
**Recommended Action: Request for Approval**
- C. Board Self Evaluation – Reporting Out  
- Recommend approving the reporting out of the Board of Trustees Annual Self Evaluation.  
**Recommended Action: Request for Approval**
- D. Resolution No. 64-09/10 – Resolution for the Board of Trustees in Recognition of Riverside County Undersheriff Valerie Hill  
- Recommend adopting the resolution.  
**Recommended Action: Request for Adoption**

XI. Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator; properties known as APN 297-200-003 and APN 117-191-014; Agency Negotiator: Chancellor Gray.  
**Recommended Action: To be Determined**

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

**Recommended Action: To be Determined**

XII. Adjournment

MINUTES OF THE BOARD OF TRUSTEES COMMITTEE MEETINGS  
OF MAY 4, 2010

President Blumenthal called the Board of Trustees meeting to order at 6:02 p.m.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Mrs. Janet Green  
Mr. Mark Takano  
Ms. Mary Figueroa  
Mr. Jose Medina

Trustees Absent

Mr. Stephen Bishop, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco College  
Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley College (left at 8:20 p.m.)  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement

Student Sierra Guarino led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Planning and Operations Committee Chair Janet Green convened the meeting at 6:15 p.m. Committee Members in attendance: Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness; Academic Senate Representatives: Dr. Travis Gibbs and Dr. Sal Soto (Moreno Valley College), Mr. Lee Nelson (Riverside City College), and Dr. Carol Farrar (Norco College); CTA Representative: Dr. Fabian Biancardi; CSEA Representative: Gustavo Segura; Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Mr. Henry Bravo.

PLANNING AND OPERATIONS COMMITTEE

Dr. Gray provided an update on the District reorganization plan explaining that in supporting the transition of the District from a single college, multi-campus system to a multi-college district, he is participating in a comprehensive organizational review at the District and college levels. In addition, he has been meeting with all of the constituencies of the District for their input.

Reorganization Update

Discussion followed.

Dr. Gray provided an update on Measure C funding noting that strategies for the use of funds would be presented at a future meeting. Discussion followed.

Update on Measure C

The committee adjourned the meeting at 6:48 p.m.

Adjournment

Trustee Jose Medina convened the Teaching and Learning Committee meeting at 6:50 p.m. Committee members in attendance: Academic Senate Representatives: Dr. Travis Gibbs and Dr. Sal Soto (Moreno Valley College), Dr. Richard Davin (Riverside City College) and Ms. Dina Humble (Norco College); CTA Representatives: Ms. Patricia Avila (Riverside City College); CSEA Representatives: Mr. Gustavo Segura and Ms. Jonell Guzman (Moreno Valley); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Ms. Terry Welker.

TEACHING AND LEARNING  
COMMITTEE

Mr. Ron Vito reviewed the Cooperative Work Experience Education Plan for submittal to the California Community College Chancellor's Office that will be considered by the Board of Trustees on May 18<sup>th</sup>.

Cooperative Work Experience  
Education Plan

The committee adjourned the meeting at 6:53 p.m.

Adjournment

The Resources Committee Chair Mark Takano convened the meeting at 6:55 p.m. Committee members in attendance: Dr. James Buisse, Vice Chancellor, Administration and Finance, and Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representatives: Dr. Travis Gibbs and Dr. Sal Soto (Moreno Valley College) and Ms. Karin Skiba (Norco College); CTA Representative: Ms. Cynthia Mahon; CSEA Representatives: Mr. Gustavo Segura (Moreno Valley College) and Ms. Tamara Caponetto (Norco College); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Ms. Cid Tenpas; and ASRCCD representative Ms. Meghan Sheeran (Norco).

RESOURCES COMMITTEE



Dr. Muto led the committee discussion regarding the proposed facilities joint use agreement with the City of Riverside that will be presented to the Board of Trustees on May 18th. Discussion followed.

Joint Use Agreement – Evans Sports Complex

Dr. Buysse discussed the cost of employee benefits and associated budget projections for fiscal years 2010 through 2014. Discussion followed.

Resource 1000 Budget Projection for the 3xxx Series of Object Codes

Mr. Rick Herman, Director, Software Development, Information Services, led the discussion regarding the colleges' migration to web-based interfaces with their administrative systems to provide online, self-service access to students, faculty and staff, which included conversation on the deployment of Web Advisor. Discussion followed.

Web-Based Interface to Riverside Community College District's Datatel Administrative System

Dr. Buysse presented an update on the supplemental 2009-2010 TRAN pricing and rating, noting the rating compliments the District received for its strong fiscal stewardship. Discussion followed.

2009-2010 – Tax and Revenue Anticipation Note (TRAN) Update

Mr. Richard Keeler, Director, and Ms. Colleen Molko, Associate Director, Grants, presented a summary of the Grants Office's work and accomplishments on behalf of the District and its three colleges in applying for grant awards in the 2009-10 fiscal year. Discussion followed.

Grants Office Report

The committee adjourned at 8:40 p.m.

Adjournment

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 8:50 p.m. Committee members in attendance: Academic Senate Representatives: Dr. Richard Davin (Riverside City College); CTA Representative: Dr. Carol Farrar; CSEA Representatives: Mr. Gustavo Segura and Ms. Angela Thomas (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Mr. Ralph Perez.

FACILITIES COMMITTEE

Mr. Rick Hernandez, Director, Capital Planning, Facilities Planning, Design and Construction, discussed with the committee a proposed amendment to the agreement with Logic Domain for ongoing support and maintenance. Discussion followed.

Capital Project Management System with Logic Domain

Mr. Michael Stephens, Capital Program Administrator, Facilities Planning, Design and Construction, apprised the committee on the process of interviewing and selecting a Project Labor Agreement Administration firm that will be presented to the Board for approval on May 18, 2010. Discussion followed.

Project Labor Agreement  
Administration

Mr. Stephens led the review of an agreement with Broeske Architects & Associates, Inc., for Riverside Community College District's Alumni House Garage Restoration. The committee recommended changing the word "Garage" to "Carriage House". Discussion followed.

Alumni House Garage  
Restoration

Mr. Bart Doering, Capital Program Administrator, Facilities Planning, Design and Construction, reviewed a proposed amendment with LPA for the Moreno Valley Parking Structure and Surge Space project. The committee recommended that a new, tentative project title be given to the project until a new title is chosen. And, that a tentative name be presented at the May 18<sup>th</sup> Board meeting. Discussion followed.

Moreno Valley Parking  
Structure and Surge Space

Mr. Doering reviewed a proposed amendment with Hill Partnership, Inc., to extend site improvements for the project. The amended agreement will be presented to the Board of Trustees on May 18<sup>th</sup>. Discussion followed.

Norco Operations Center Project

The committee adjourned the meeting at 9:09 p.m.

Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING ON MAY 17, 2010

President Blumenthal called the special meeting of the Board of Trustees to order at 6:15 p.m., in Conference Room 319, Third Floor, Spruce Street District Office, 1533 Spruce Street, Riverside, California.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal, President  
Mrs. Janet Green, Vice President  
Mr. Mark Takano, Secretary  
Mr. Mary Figueroa, Board Member  
Mr. Jose Medina, Board Member

Trustees Absent

Stephen Bishop, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor

Ms. Blumenthal led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 6:30 p.m., pursuant to Government code Section 54957.6, to confer with labor negotiator; agency designated representative: Brad Neufeld, Gresham Savage Nolan & Tilden; to discuss unrepresented employee: Chancellor.

CLOSED SESSION

The Board reconvened to open session at 6:45 p.m., indicating that the Board had amended Section 5.4 and Section 7.1 to end no later than June 30, 2014, unless otherwise terminated and extended, and accepted his goals for the upcoming year.

RECONVENED TO OPEN SESSION

The Board members conducted their self-evaluation and outlined objectives as outcomes for the next 12 months that will be included in the reporting out from this self-evaluation at the June 15, 2010 regular Board meeting.

BOARD OF TRUSTEES ANNUAL SELF-EVALUATION

The Board reviewed and accepted the Chancellor's job description.

CHANCELLOR'S JOB DESCRIPTION

The Board adjourned the meeting at 9:00 p.m.

ADJOURNMENT



MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF MAY 18, 2010

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:06 p.m.

CALL TO ORDER

Trustees Present

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

Staff Present

Dr. Gregory W. Gray, Chancellor  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Brenda Davis, President, Norco College  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Jan Muto, President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Mr. Aaron Brown, Associate Vice Chancellor, Finance  
Dr. Sharon Crasnow, President, Academic Senate, District and Norco College  
Dr. Richard Davin, President, Academic Senate, Riverside City College  
Dr. Travis Gibbs, President, Academic Senate, Moreno Valley College  
Dr. Dariush Haghghat, President, CTA  
Mr. Gustavo Segura, President, CSEA

Associated Students Moreno Valley President Marilyn Zaragosa led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of April 20, 2010. Motion carried. (5 ayes)

MINUTES OF THE REGULAR MEETING OF APRIL 20, 2010

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the Board of Trustees Planning and Operations, Teaching and Learning, Resources, Governance, and Facilities Committee Meetings of April 6, 2010. Motion carried. (5 ayes)

MINUTES OF THE BOARD OF TRUSTEES PLANNING AND OPERATIONS, GOVERNANCE, RESOURCES AND FACILITIES COMMITTEE MEETINGS OF APRIL 6, 2010

## CHANCELLOR'S REPORTS

### Presentations

Dr. Gray introduced Riverside County Supervisor Marion Ashley (2009 Riverside Community College District Alumnus of the Year) who was honored for his contributions to The John Coudures Memorial Health Sciences Endowed Scholarship which benefits local health science students attending Moreno Valley College.

Special Presentation –  
“Presentation to Supervisor  
Marion Ashley” – Chancellor  
Gregory W. Gray

Dr. Gray introduced Ms. Vita Willett, Executive Director of Kaiser Foundation Health Plan/Hospital, who presented a check to the District totaling \$20,000 that will provide funding to underwrite dental services for the uninsured.

Special Presentation –  
“Presentation by Kaiser  
Permanente” – Chancellor  
Gregory W. Gray

Dr. Gray presented Student Trustee Stephen Bishop with the spring 2010 scholarship award for the student trustee.

Special Presentation –  
“Presentation of Spring 2010  
Scholarship Award to Student  
Trustee” – Chancellor Gregory  
W. Gray

Dr. Perez introduced Ms. Ana Marie Amezcuita, a former student and current mentor of the Puente Program - a statewide counseling, mentoring and writing program for community college students at Moreno Valley College. Ms. Amezcuita introduced current and former students who reported on their personal experiences while in the program.

Special Presentation – “Puente  
Program at Moreno Valley  
College” – Dr. Monte Perez

Mr. Art Alcaraz, Director, Diversity and Human Resources, provided a presentation on the District's support of local middle schools and the YEMP program – a youth oriented project focused at the middle school level that provides speakers who emphasize the importance of education and the development of basic skills by means of the District's CTE Community Collaborative Grant.

Special Presentation –  
“Riverside Community College  
District Supporting Local  
Middle Schools and the ‘Youth  
Education Motivation Program’”

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the resolution formalizing an administrative structure transitioning the District into a three accredited college district, commencing July 1, 2010, with the decentralization of Student Services to operate independently at each college. Administrative realignment of resources to accommodate three accredited colleges by the District will continue to develop and evolve based upon the resource allocation needs and opportunities.

Resolution No. 55-09/10 –  
Resolution of the Board of  
Trustees of RCCD Formalizing  
an Administrative Structure  
Transitioning RCCD into a  
Three Accredited College  
System

Ms. Green, seconded by Ms. Figueroa, moved that the Board approve the assessment of a mandatory transportation fee of \$5.50/full-time student (over 6 units) and \$5.00/part-time student (6 units or less) for Moreno Valley and Riverside City College students; and authorize the Vice Chancellor of Administration and Finance to sign a five-year contract with RTA to provide unlimited ridership on RTA busses and routes for all students who pay this fee.

Agreement with Riverside Transit Agency (RTA)

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees consider the Resolution declaring the District's position in the State budget crisis and the local impact to higher education.

Resolution No. 62-09/10 – State Budget Crisis and Local Impact to Higher Education

Mr. Stephen Bishop presented the report about recent and future student activities at Moreno Valley College, Norco College and Riverside City College, and introduced Mr. Alexis Amor, the newly elected student trustee.

STUDENT REPORT

Mr. George Escutia, Jr. gave remarks about the RTA Go-Pass Initiative Measure failure at Norco College and advised that an ad hoc committee has been created to solve transportation issues in Norco and Corona; Ms. Joanne Hua, Ms. Melissa Torres, Mr. Corey Wilson, Ms. Sandy Baldwin, Ms. Jonell Guzman, and Mr. Dwight Lomayesva requested the District reinstate the karate class at Riverside City College. Ms. Meghan Sheeran and Ms. Stephanie Go spoke regarding the District reorganization.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 64)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,299,911 and District Warrant Claims totaling \$7,202,254 (Appendix No. 65)

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented; (Appendix No. 66)

Budget Adjustments

Approve adding the revenue and expenditures of \$400,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 56-09/10 2010-2011 Summer Work Experience Program (SWEP)

Approve adding the revenue and expenditures of \$540,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 57-09/10 2010-2011 Subsidized Time-Limited Employment Program (STEP)

Approve adding the revenue and expenditures of \$48,500 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 58-09/10 2009-2010 Foundation for California Community Colleges/Career Ladders Project

Approve adding the revenue and expenditures of \$150,000 to the budget and authorize the Vice chancellor, Administration and Finance to sign the resolution;

Resolution to Amend Budget – Resolution No. 59-09/10 2009-2010 CTE Workforce Innovation Partnership

Approve adding the revenue and expenditures of \$68,619 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 60-09/10 2009-2010 ARRA – Department of Rehabilitation – Workability Program

Approve adding the revenue and expenditures of \$49,461 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 61-09/10 2009-2010 ARRA – Southern California Logistics Technology Collaborative

Award a bid for the Wheelock Interim Housing Interior Improvements Project, Riverside City College, in the total amount of \$248,230 to Dalke & Sons Construction, Inc., and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Bid Award – Wheelock Interim Housing Interior Improvements Project, Riverside City College

Grant out-of-state travel requests; (Appendix No. 67)

Out-of-State Travel

Ratify the contracts totaling \$294,917; (Appendix No. 68)

Contracts and Agreements Report Less than \$78,500 – All District Resources



Approve the Addendum No. 1 to the Riverside Community College District Measure “C” Facilities Project Labor Agreement;

Addendum to Project Labor Agreement

Approve the grant agreement between Office of Statewide Health Planning and Development and Riverside Community College District for the period July 1, 2010 through June 30, 2012, in the amount of \$200,000.00; and authorize the Vice Chancellor, Administration and Finance, to sign the grant agreement;

Contract with Office of Statewide Health Planning and Development

Approve the grant agreement between Office of Statewide Health Planning and Development and Riverside Community College District for the period July 1, 2010 through June 30, 2012, in the amount of \$124,358; and authorize the Vice Chancellor, Administration and Finance, to sign the grant agreement;

Contract with Office of Statewide Health Planning and Development

Ratify the contract agreement for the timeframe of May 3, 2010 through October 31, 2010, in the amount of \$400,000, and authorize the Vice Chancellor, Administration and Finance, to sign the contract agreement;

Summer Work Experience Program Contract

Ratify the Subsidized Time-Limited Employment Program (STEP) contract agreement for the timeframe of May 1, 2010 through July 31, 2010, in the amount of \$540,000; and authorize the Vice Chancellor, Administration and Finance, to sign the contract agreement;

Subsidized Time-Limited Employment Program Contract

Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District; (Appendix No. 69)

Surplus Property

Accept the projects listed as complete; approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works) for Phase III, Industrial Technology Center; and authorize the Board President to sign the Notices; (Appendix No. 70)

Notices of Completion

Approve using the National Joint Powers Alliance and Foundation for California Community Colleges Agreements to purchase furniture and equipment from Steelcase, Inc., in the amount of \$280,000 and Haworth Inc., in the amount of \$200,000 for the Norco Student Success Center Building project using the current Measure C project budget;

Using National Joint Powers Alliance and Foundation for Community College Agreements for Purchasing

Motion carried. (5 ayes)

#### Information

In accordance with Board Policy 7350, the Chancellor has accepted the resignations of Mr. Daniel Castro, Athletic Field Caretaker, effective December 31, 2009, for disability retirement; and Mr. Vidal Vargas, Assistant to the Coordinator, Upward Bound Program, effective April 30, 2010, for retirement.

Separations

The Board received the summary of financial information for the period July 1, 2009 through March 31, 2010.

Monthly Financial Report

The Board received the quarterly financial status report for the quarter ended March 31, 2010.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2010

#### BOARD COMMITTEE REPORTS

##### Teaching and Learning Committee

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the Cooperative Work Experience Education Plan for submittal to the CCCCCO, Division of Career and Technical Education. Motion carried. (5 ayes)

Cooperative Work Experience Education Plan

##### Resources Committee

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the Joint Use Agreement for the Evans Sports Complex. Motion carried. (5 ayes)

Joint Use Agreement – Evans Sports Complex

The Board received an informational report in compliance with Board Policy 3280 relative to grant applications submitted and grant awards received for fiscal year 2009-10.

Grants Office Report

Governance Committee

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve Board Policies 4225, 6340, 6600 and 7240. Motion carried. (5 ayes)

Revised and New Board Policies  
– Second Reading

Facilities Committee

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve Amendment No. 1 with Logic Domain in an amount not to exceed \$9,375 annually for the next three years, totaling \$28,125 for ongoing support and maintenance for the Capital Project Management System, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Capital Project Management  
System with Logic Domain

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve an agreement with Broeske Architects & Associates, Inc., in an amount not to exceed \$16,000 for Riverside Community College District’s Alumni Carriage House Restoration project, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Alumni Carriage House  
Restoration

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the project name change of the “Parking Structure and Surge Space” to the “Learning Gateway Building”; and approve Amendment No. 2 with LPA in an amount not to exceed \$44,500 for the project, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Learning Gateway Building  
(Formerly Parking Structure and  
Surge Space)

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve Amendment No. 2 with Hill Partnership, Inc, in an amount not to exceed \$22,451.50, to extend site improvements for the Operations Center project located at the Norco College, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Norco Operations Center Project

ACADEMIC SENATE REPORTS

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

Moreno Valley College

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

Norco College

Dr. Davin presented the report on behalf of Riverside City College.

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers’ Association

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

CSEA – California Schools Employee Association

The Board adjourned to closed session at 8:30 p.m., pursuant to Government Code Section 54956.8, to confer with legal counsel regarding existing/pending litigation; overtime claim by CSEA for custodial employees.

CLOSED SESSION

The Board reconvened to open session at 9:05p.m., announcing that the Governing Board, by a vote of five (5) ayes, approved the settlement agreement with CSEA on custodial overtime claims and authorized the Chancellor and Vice Chancellor, Diversity and Human Resources, to sign the agreement. The Board adjourned the regular meeting of the Board of Trustees at 9:06 p.m.

OPEN SESSION/ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING ON MAY 25, 2010

President Blumenthal called the special meeting of the Board of Trustees to order at 5:30 p.m., in Salon I, Regency Ballroom, Marriott Hotel, 3400 Market Street, Riverside, California.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal, President  
Ms. Mary Figueroa, Board Member  
Mrs. Janet Green, Vice President  
Mr. Jose Medina, Board Member  
Mr. Mark Takano, Secretary

Trustees Absent

Stephen Bishop, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs  
and Institutional Advancement  
Mr. Orin Williams, Associate Vice Chancellor, Facilities  
Planning, Design and Construction  
Mr. Michael Stephens, Capital Program Administrator,  
Facilities Planning, Design and Construction

Guest(s) Present

Attorney Brad Neufeld, Gresham Savage Nolan and Tilden

Ms. Blumenthal led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the award of bids for all scopes of work for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College in the total amount of \$13,469,446, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreements. Motion carried.  
(5 ayes)

The Board adjourned to closed session at 5:38 p.m., pursuant to Government Code Section 54957, to discuss public employee discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session at 7:00 p.m., reporting no action, and adjourned the meeting.

RECONVENED/ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-B

Date: June 15, 2010

Subject: Agreement for Professional Services - Project Labor Agreement Administration

Background: On March 16, 2010 the Board of Trustees approved the Project Labor Agreement (PLA). As required by the PLA, an administrator must be hired to ensure contractors comply with the agreement requirements, mediate disputes between subcontractors and labor groups, and help develop and monitor employment and training programs, as well as oversee Labor Compliance. On March 25, 2010, the office of Facilities Planning, Design and Construction (FPDC) advertised a Request for Qualifications (RFQ) for PLA Administration.

On April 23, 2010, the District received Statements of Qualifications in response to the RFQ for Project Labor Agreement Administration from four (4) firms. On May 3, 2010, presentations/interviews were conducted with the firms and the Project Labor Agreement Administrator Selection Committee. This Committee was comprised of the District's Director of Contracts, Compliance and Legal Services, College Vice Presidents of Business Services, a FPDC District Capital Program Administrator, a City of Riverside Business Owner, a representative from Merit Shop Contractors and a representative from the Riverside/San Bernardino Counties Building and Construction Trade Council. The top two firms were put forward for a final interview with the Chancellor.

After diligent review, staff is recommending Padilla and Associates as the District's PLA Administrator. The Chancellor has negotiated the contract terms with Padilla and the Agreement is attached for approval.  
Funding Source: Construction Funds

Recommended Action: It is recommended that the Board of Trustees: 1) Approve the selection of Padilla and Associates as the District's Project Labor Agreement Administrator, and 2) Approve the Agreement with Padilla and Associates, and authorize the Vice Chancellor, Administration and Finance to sign the Agreement.

Gregory W. Gray  
Chancellor

Prepared by: Gregory W. Gray  
Chancellor

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

Michael J. Stephens  
Capital Program Administrator  
Facilities Planning, Design and Construction

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (“Agreement”) is entered into by and between the Riverside Community College District, hereinafter referred to as “District” and Padilla & Associates, Inc., 183 E. City Place Drive, Santa Ana, CA 92705, hereinafter referred to as “Consultant”.

### DISTRICT AND CONSULTANT AGREE AS FOLLOWS:

#### 1. CONSULTANT SERVICES

1.1 Term. This Agreement shall be deemed effective on June 16, 2010 and shall continue in effect until the earlier of: (1) full performance by Consultant; (2) termination by District or Consultant in accordance with Article 14 below; or, (3) five (5) years from said effective date of this Agreement. Expiration of this Agreement pursuant to Clause (3), above, shall not be construed as relieving the Consultant from its liability or responsibility to District, if any, for failing to complete or timely complete its performance ;under and in accordance with this Agreement.

1.2 Project Objective. Consultant shall perform, in a manner that is consistent with the directives of the District, all professional services, including, but not limited to those services listed in Exhibit “A” attached hereto (“Services”), that are reasonably required to accomplish the following objectives of District: Provide Project Labor Agreement (PLA) and Labor Compliance Program (LCP) Consulting Services District wide.

1.3 Scope of Services. The parties hereto have endeavored to delineate the scope of the Services to be provided by Consultant in Exhibit “A” attached hereto. However, such delineation is intended to be illustrative only and shall be required, without adjustment or addition to the compensation agreed to herein, to provide any services, whether or not listed in Exhibit “A”, that are within the scope of its field of professional practice and that are reasonably inferable as being necessary, or that would be customarily provided by other providers of professional services of the type and nature provided for in this Agreement, to accomplish the objectives expressly contemplated by this Agreement.

1.4 Meetings, Certifications. Consultant shall, in connection with its performance of the Services, attend meetings with District and execute such certifications or other documentation as reasonably requested by District that are confirmatory of matters within the scope of the Services required by this Agreement.

1.5 Applicable Laws. Services performed and work product produced by Consultant shall at all times comply with applicable federal, state and local laws, ordinances, regulations and codes (“Applicable Laws”) enacted as of the date that such Services are performed or work product delivered to District.

1.6 Corrections. All corrections or clarifications to Services and Documents provided by Consultant shall be performed by Consultant at Consultant’s own expense and without reimbursement or payment of any compensation by District.

1.7 Key Personnel/Project Representatives. Consultant has designated Patricia Padilla to serve as the Project Administrator and Veronica Alvarez-Martinez to serve as Project Manager for the performance of the Services. The designated Project Manager shall not be removed or re-assigned by the Consultant without the prior written consent of the District.

Other individuals who will be performing Services under this Agreement are:

Antonio Dupre

Upon request by the District, exercised in its sole and absolute discretion, Consultant shall remove and replace any employee or Subconsultant with another individual or Subconsultant acceptable to District.

1.8 Progress Reports. Consultant shall include with each invoice it submits a brief narrative progress report which shall include, at a minimum, a description of the progress accomplished in the period of time covered by the current invoice, the current status of the Consultant's performance of Services, any problems or delays encountered and a forecast of Services that will be completed in the next thirty (30) days.

1.9 Licensing. Consultant warrants and represents that it has, and will maintain throughout the performance of this Agreement, any and all professional and business licenses issued by the State of California or other appropriate federal, state or local governmental authority, required by Applicable Laws for the performance of the Services.

1.10 Performance Standard. All Services performed by Consultant and its Subconsultants in connection with this Agreement shall be performed in accordance with the requirements of this agreement and, without intending to limit any of Consultant's obligations expressly assumed under this Agreement, in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity of the Project and in a manner consistent with the College's and the District's economic, educational and governmental best interests.

1.11 Subconsultants. Consultant may, with prior approval by District, not to be unreasonably withheld, enter into written contracts with Subconsultants ("Subconsultants") to perform portions of the Services; provided, however, that (1) Consultant shall remain fully responsible for the acts and omissions of its Subconsultants; and (2) such written contracts shall, without creating any contractual obligation on the part of the District to the Subconsultant, include provisions whereby (a) each Subconsultant accepts and agrees to be bound by all of the obligations of this Agreement, including without limitation, those obligations pertaining to licensing, indemnification, insurance, accounting, records and ownership of documents, and (b) provides for contingent assignment of the Subconsultant's contract to District or its designee effective only upon written acceptance by District or its designee.



1.12 Calendar Days. All references to this Agreement to “days” shall, unless otherwise identified as working or business days, be deemed to mean calendar days.

## 2. DISTRICT’S RESPONSIBILITY

2.1 Reference Information. Upon request by Consultant, District shall endeavor to provide Consultant with plans, specifications and other information that is reasonably available to District and necessary in order for Consultant to perform the Services. Consultant may rely upon such information; however, District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein.

2.2 Access. District shall provide Consultant access to such real properties owned by the District, as needed to perform the Services. Neither Consultant nor any Subconsultant shall enter upon any real property owned by District without prior notice and consent by District. Consultant and its Subconsultants shall, if requested, sign and cause each employee entering real property owned by the District to sign a release of liability in such form as provided by District.

2.3 Approvals. Approvals by or on behalf of District of Documents prepared by Consultant, or of any services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to produce and prepare such documents and perform such services in a manner consistent with applicable laws and the standards of performance set forth in this Agreement.

2.4 District Representative(s). The District shall designate a Representative(s) (“District Representative”) to act on the district’s behalf with respect to the administration of the PLA. The District or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Consultant’s Services. The District Representative is:

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

The District reserves the right to add other individuals, in addition to those listed above, to act as District Representative(s).

## 3. OWNERSHIP OF DOCUMENTS

All reports, data, documents, plans, and other information prepared by Consultant (“Documents”) or its Subconsultants shall be and remain the sole property of District. Without limitation of the foregoing, District shall hold and Consultant shall be deemed to have irrevocably assigned to District in perpetuity, with no reserved or retained rights in any other persons or entities, all copyrights and other intellectual property rights in and to the Documents. The District hereby grants to Consultant and its Subconsultants a license, revocable at will of District, to use and copy the Documents during the term of this Agreement for the sole purpose

of performing the Services. Upon the earlier of termination of this Agreement or completion of performance of the Services, Consultant and its Subconsultants shall deliver all of the Documents prepared in the course of their performance of this Agreement to District.

#### 4. CONSULTANT'S COMPENSATION

District agrees to pay Consultant for the faithful performance of this Agreement a total compensation ("Fee") consisting of an hourly rate compensation, for actual hours of Services performed that is based upon the rate schedule set forth in Exhibit "B" attached hereto, which rates shall remain fixed for the duration of the term of this Agreement, not to exceed the Maximum Fee stated on Exhibit "B" plus, reasonable out-of-pocket expenses incurred and paid in the performance of the Services that are listed in Exhibit "C" attached hereto ("Reimbursable Expenses"), not-to-exceed (unless otherwise approved in writing in advance by District in the exercise of its sole discretion) the "Reimbursables Not to Exceed" set forth in Exhibit "C".

#### 5. PAYMENT

Consultant shall submit to District each month during performance of this Agreement an invoice, for sums earned for Services performed, and Reimbursable Expenses authorized, incurred and paid, during the prior month. Each invoice shall contain such detailed information on the Services performed, as required by Section 1.8 and such documentation as District may reasonably request verifying Reimbursable Expenses incurred and paid. Except for amounts authorized to be retained or withheld by District under this Agreement and sums disputed in good faith by District, District shall pay Consultant amounts due upon an invoice properly prepared and submitted in accordance with this Agreement within thirty (30) days of District's receipt of the invoice and all supporting documentation. District may withhold from payments to the Consultant a sum equal to one hundred and fifty percent (150%) of any actual loss, or the District's estimate of any threatened loss, associated with a breach by Consultant of any obligation under this Agreement. With regard to Services performed by a Subconsultant, District reserves the right to issue payments to Consultant and any Subconsultant by means of check made payable jointly to Consultant and such Subconsultant.

Invoices should be addressed to: RIVERSIDE COMMUNITY COLLEGE DISTRICT, Attn: Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction, 4800 Magnolia Ave., Riverside, CA 92506.

#### 6. ACCOUNTING RECORDS/AUDIT

Consultant shall maintain auditable books, records and documents, and other evidence pertaining to costs, expenses/charges and time expended related to their Services under this Agreement. These records shall be maintained for a period of at least three (3) years after final payment under this Agreement has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice,

to any books, documents, papers, electronic data and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Consultant disagree with any audit conducted by District, Consultant shall have the right to employ a licensed, Certified Public Accountant to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Consultant shall not be reimbursed by District for such an audit.

In the event Consultant does not make available its books and financial records at the location where they are normally maintained, Consultant agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting an audit.

## 7. ADDITIONAL SERVICES

7.1 Defined. Additional Services (“Additional Services”) consist of professional services, not arising from the negligence, willful misconduct, or violation of Applicable Laws by Consultant or its Subconsultants or the failure by Consultant to comply with any obligation under this Agreement that arise solely from: (1) a written directive issued by District that is inconsistent with prior written approvals or directives by District; (2) Consultant’s compliance with a written request by District for performance of professional services that are outside the scope of the Basic Services; (3) changes in applicable Laws affecting Consultant’s performance, where such changes are enacted after execution of this Agreement; or (4) material inaccuracies in information provided by Consultant to the District.

7.2 Notice. If Consultant learns of any circumstances that would require Consultant to perform Additional Services then Consultant shall, within ten (10) days after learning thereof, submit to District in writing a description of the Additional Services required, their anticipated cost to District, and the effect that performance thereof would have on Consultant’s performance of Services. Failure to provide such written notice shall result in Consultant waiving the right to Additional Services Compensation on account thereof. District shall promptly review and respond to Consultant’s notice.

7.3 Authorization. Additional Services shall be compensated only if authorized in advance of their performance by District, in writing, specifying the Additional Services to be performed and the compensation to be paid by District therefore. Additional Services performed without such authorization or without complete agreement on the terms of compensation shall be deemed performed at Consultant’s own expense and without reimbursement or payment by District. Additional Services authorized in writing by District to be performed in connection with an Agreement on an hourly, Direct personnel Expense, or unit price basis (with or without agreement to a not-to-exceed amount) shall be performed at the applicable hourly rates, multipliers, and unit prices set forth in the Compensation Provisions – Exhibit B attached hereto, as modified or supplemented, if at all.

7.4 Subconsultant Fees. Unless otherwise expressly stated in writing by District or in its written authorization of Additional Services, fees incurred by Subconsultants in the performance of authorized Additional Services shall be deemed to be fully included in and covered by the Additional Services fees agreed to be paid by District to Consultant for performance of the Additional Services and shall not be separately reimbursed as a Reimbursable Expense.

7.5 Disputes. In the event a good faith dispute arises between Consultant and District over the proper classification of a particular service as either Basic Services or Additional Services, Consultant shall nevertheless perform the service as directed in writing by District, with both District and Consultant reserving to themselves their respective rights and defenses with respect to the proper classification of the services performed.

## 8. TIME OF COMMENCEMENT AND PERFORMANCE

Time is of the essence to all of Consultant's obligations under this Agreement. Consultant shall commence its Services under this Agreement upon the date that this Agreement is effective pursuant to Paragraph 1.1, above, or upon such other date as may be directed in writing by District. All Services shall be completed with reasonable promptness.

## 9. INDEMNIFICATION

9.1 General Indemnity. To the fullest extent permitted by Applicable Law, Consultant agrees to defend, at its own expense, indemnify and hold harmless, District, the District's Colleges, the District's Board of Trustees, and each of their respective members, officers, employees, agents and volunteers ("Indemnitee(s)"), and each of them, through legal counsel reasonably acceptable to District, from any and all losses, liabilities, claims, demands and damages that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness or willful misconduct on the part of Consultant or its Subconsultants, or their respective employees, agents, representatives or independent contractors. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Consultant to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 9.3 below.

9.2 Indemnity for Professional Negligence. To the fullest extent permitted by Applicable Law, Consultant agrees to indemnify and hold harmless the Indemnitees, and each of them, against any and all losses, liabilities, claims, demands and damages, and reimburse any Indemnitee for any attorney's fees or court costs incurred in defense of any action brought against such Indemnitee, to the extent arising out of or relating to any act or omission constituting professional negligence on the part of Consultant or its Subconsultants, or their respective employees, agents, representatives or independent contractors. The Indemnitees shall be entitled to the indemnification and reimbursement provided for hereunder regardless of whether the loss is in part caused or contributed to by the acts or omissions of an

Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Consultant to Indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 9.3, below.

9.3 Limitations on Indemnity Obligation. Without affecting the rights of District under any other provision of this Agreement, Consultant shall not be required to indemnify or hold harmless an Indemnitee for any losses, liabilities, claims, demands or damages that arise out of or are related to Indemnitee's active negligence, recklessness or willful misconduct; provided, however, that such active negligence, recklessness or willful misconduct has been determined by agreement of Consultant and Indemnitee, or has been adjudged by the findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence, recklessness or willful misconduct accounts for only a percentage of the loss involved, the obligation of Consultant will be for that portion of the loss not due to the active negligence, recklessness or willful misconduct of that Indemnitee.

9.4 Subconsultant Indemnity Agreements. Consultant agrees to obtain, or cause to be obtained, executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subconsultant, of every tier. In the event Consultant fails to do so, Consultant agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

9.5 No Limitation by Insurance or Employee Benefits. In claims against any Indemnitee under paragraphs 9.1 or 9.2, above, by an employee of Consultant or any Subconsultant, of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under said paragraphs shall not be limited by the amount or type of damages, compensation or benefits payable by or for Consultant or a Subconsultant under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

## 10. INSURANCE

10.1 Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI.

10.2 Commercial general liability in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; Commercial auto liability in the amount of \$1,000,000 per accident; Errors and omissions liability, in the amount of \$1,000,000, per claim and aggregate, and Workers' Compensation Insurance per the statutory limits of the State of California.

10.3 All insurance required by this Section shall apply on a primary basis.

10.4 Auto liability insurance shall cover owned, non-owned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy.

10.5 All insurance policies shall provide that the insurance coverage shall not be canceled by the insurance carrier, except for nonpayment of premium, without thirty (30) days prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage.

10.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, District may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

10.7 At all times during the term of this Agreement, Consultant shall maintain on file with the District a Certificate of Insurance, in a form acceptable to the District, showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds.

10.8 No policy required by this Section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

10.9 Coverage for the additional insureds shall apply to the fullest extent permitted by law.

10.10 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

10.11 Any "self-insured retention" must be declared and approved by the District. District reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to the District.

10.12 Consultant shall include all of its Subconsultants as insureds under its policies of insurance required by this Section and shall require that its Subconsultants maintain insurance coverage on the same terms and with the same coverage amounts as required of Consultant under this Agreement. Consultant shall, upon request by District, furnish separate certificates and endorsements evidencing compliance with the requirements of this paragraph.

## 11. INDEPENDENT CONTRACTOR

Consultant is and shall at all times remain, as to District, a wholly independent contractor. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents, or employees, except as set forth herein. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District. Consultant shall not be entitled to any benefits payable to employees of District including Workers' Compensation benefits.

District is not required to make any deductions from the compensation payable to Consultant under this Agreement.

## 12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS

In the performance of this Agreement, Consultant shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S. C. 200e-217), whichever is more restrictive.

## 13. CONFLICTS OF INTEREST

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

Consultant agrees to have any of its primary employees assigned to perform services for District under this Agreement complete an annual Statement of Economic Interests (California Form 700 of the Fair Political Practices Commission). Form(s) will be provided by the District.

Employment by the Consultant of personnel on the payroll of District shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the District's payroll within one (1) year prior to the date of execution of this Agreement, where this employment is caused by, or dependent upon, the Consultant securing this Agreement, or related agreements, with the District, is prohibited.

## 14. TERMINATION

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

District shall also have the right in its sole and absolute discretion to terminate this Agreement for convenience, and without cause, following sixty (60) days prior written notice from District to Consultant.

All work performed by Consultant up to the point of termination shall be compensated.

14.2 Continuation of Work. In the event of a dispute between the parties as to performance of the Services or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the Services diligently. If the dispute is not resolved, Consultant agrees it shall neither rescind the Agreement nor stop its work, but Consultant's sole remedy shall be the dispute resolution procedures in Section 16.17.

14.3 Delivery of Documents. Upon termination or suspension, Consultant shall deliver to District all Documents related to their services under this Agreement.

## 15. CORPORATE STATUS.

In the event of a change in the corporate status of the Consultant, the District shall have the right to review the conditions of said change, and, if warranted, exercise Section 14 with regard to termination of Consultant's services under this Agreement.

## 16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall, without regard to the conflict of laws principles, be construed and enforced in accordance with, and governed by the laws of the State of California. Any legal actions to be filed shall be filed in the Superior Court of the County of Riverside.

16.2 No Waiver By District. No statement, action or course of conduct by District, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by District of any rights under this Agreement, including without limitation any rights arising due to failure of performance by Consultant, nor as a release of Consultant from its responsibility or liability, for errors or omissions by Consultant or its Subconsultants in connection with the performance of this Agreement.

16.3 No Third Party Rights. Nothing contained in any Agreement is intended to make any person or entity who is not a signatory to the Agreement a third-party beneficiary of any right or obligation created by the Agreement or by operation of Applicable Law.

16.4 Extent of Agreement. This Agreement represents the entire Agreement between District and Consultant for the furnishing of the Services and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both District and Consultant.

16.5 Successors and Assigns. This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of the Agreement, or any claim or right to monies due under this Agreement, without prior written



approval of District, which approval may be granted or withheld in the sole and absolute discretion of District.

16.6 Survival. The provisions of this Agreement, which, by their nature, involve a right that is to be or may be exercised or afforded to a party or an act or obligation that is to be assumed or performed by a party after the point in time that full performance or termination of such Agreement has occurred, including, without limitation, all provisions relating to defense and indemnification, confidentiality, audit, insurance, dispute resolution and ownership of documents, shall survive and remain in full force and effect after either full performance or termination of this Agreement.

16.7 Severability. In the event any provision of this Agreement, or a portion thereof, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or portions shall not be affected, and such remaining provisions or portions shall be enforceable to the fullest extent allowable by Applicable Laws in order to give maximum legal force and effect to those provisions or portions that are not illegal or unenforceable.

16.8 Modifications. Consultant understands and agrees that the Board of Trustees, the District Chancellor, and the District's Vice Chancellor, Administration and Finance, or their designee, have express authority to contract on behalf of District, and are the only authorized District representatives who may at any time, by written order, make any modifications or amendments to this Agreement.

16.9 Interpretation. Consultant and District acknowledge that the terms of this Agreement have been or will be deemed to have been mutually negotiated and, accordingly, shall not be interpreted against either District or Consultant on the basis that either party was solely responsible for, or in control of, the drafting thereof.

16.10 Execution. Execution by means of signature of a party hereto on a facsimile copy or electronically transmitted copy shall be binding to the same extent as execution of an original.

16.11 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together shall constitute the same agreement.

16.12 Titles for Convenience. The headings used in this document are for convenience only and shall not modify rights and obligations created by this Agreement.

16.13 Mutual Waiver of Consequential Damages. Consultant and District waive all rights and claims against each other for consequential damages arising out of or relating to the performance or nonperformance of any obligation under this Agreement. This mutual waiver includes, without limitation, damages incurred by either party for loss of use, loss of profit or income, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all consequential damages due to termination or

suspension by the Consultant or District. Notwithstanding the foregoing, nothing contained in this Section shall be deemed to be a waiver of or limitation on: (1) the District's rights to recovery of losses or damages (including, without limitation, any direct, indirect or consequential loss or damage) that involve or arise out of personal injury, death or damage to physical or tangible property of the District or of any other person or entity to whom the District is or may be liable; (2) District's or Consultant's rights of recovery for loss or damage due to willful misconduct or gross negligence; (3) District's or Consultant's rights of recovery under any policy of insurance; or (4) District's or Consultant's implied rights of indemnification, including with limitation, the District's rights under Section 9 above.

16.14 Notices. All notices provided for herein may be transmitted by personal delivery, facsimile, regular or registered mail, certified mail, return receipt requested, or by overnight express delivery. In all cases, notice shall be considered complete upon actual receipt, except that notwithstanding the date of actual receipt, if mailed, notice shall be considered delivered five (5) days after being deposited for mailing. The addresses to be used in connection with such correspondence and notices are as follows, or such other address as a party shall from time to time direct in writing.

Mr. Orin Williams  
Associate Vice Chancellor,  
Facilities, Planning, Design & Construction  
Riverside Community College District  
4800 Magnolia Ave.  
Riverside, CA 92506

Ms. Patricia Padilla  
President  
Padilla & Associates  
183 E. City Place Dr.  
Santa Ana, CA 92705

16.15 Non-Exclusivity. This Agreement is non-exclusive and shall not in any way be interpreted as precluding the District from entering into a similar agreement and/or arrangements with other consultants for like services.

16.16 No Guarantee. This Agreement does not constitute a promise, representation or guarantee that the District will request the Consultant to provide any professional services and nothing contained in this Agreement shall be construed as obligating District to authorize or request the performance by Consultant of any professional services.

16.17 Dispute Resolution. For purposes of this Section, a "Claim" means a written demand or assertion by District or Consultant seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) the right of the district to specific performance or injunctive relief to compel performance. Claims shall be resolved by the parties in accordance with the provisions of this Section, in lieu of any and all rights under

the law that either party may have to have its rights adjudged by a trial court or jury. Disputes between the District and the Consultant that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Riverside, The parties shall utilize each of the following steps in the sequence they appear below to resolve any Claims.

First, each party shall participate fully in good faith negotiations to resolve the Claim. Senior managing officers or representatives of each party shall be present at the negotiations. All discussions that occur during such negotiations and all documents prepared solely for the purpose of the negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119, 1120 and 1152. If the Claim remains unresolved after completion of such negotiations, the parties agree to submit the Claim to non-binding mediation before a third party mediator appointed by the American Arbitration Association (AAA) in accordance with the AAA Construction Industry Mediation Rules. Upon either the District or Consultant declaring mediation ended, if the Claim is not resolved, then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for final and binding arbitration administered by the Office of Administrative Hearings for the State of California and conducted in accordance with the provisions of Chapter 4 of Division 2 of Title 1 of the California Code of Regulations. The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. The parties hereto consent to the consolidation or joinder of any Claims involving other persons or entities to the extent that resolution of such Claims are reasonably necessary to the complete resolution of a Claim between the District and the Consultant or between the District or Consultant and any other person or entity against whom the District or Consultant may have a right of indemnity or contribution.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

PADILLA & ASSOCIATES

By: \_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

By: \_\_\_\_\_  
Patricia Padilla  
President

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

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

## SCOPE OF SERVICES – EXHIBIT “A”

Consultant shall provide those services, which are delineated in the PLA, attached hereto and incorporated by reference as Exhibit D, which include, but are not limited to, the following:

### Project Labor Agreement

Generally, to act as consultant to the District, monitor compliance with the PLA, assist in developing and implementing the programs referenced in the PLA and to otherwise implement and administer the PLA and to perform all functions and obligations of the “PLA Administrator” or “PLAA” under the PLA, including the following.

- a. Encouragement of Local Businesses. Encourage and assist local business in the participation on PLA project work through outreach programs, education and assistance to businesses not familiar with working on a public works project and employment on the project work through the referral programs sponsored and/or supported by the parties to the PLA.
- b. Collect signed PLA’s or Letters of Assent from all contractors or subcontractors 48 hours before the commencement of project work or within 48 hours after the award of project work to the contractor or subcontractor – whichever occurs later.
- c. Work with the local unions and any others designated by the District to identify and refer competent craft persons as needed for project work.
- d. Employment of Local Residents. Work with the unions and contractors in the administration of the local residency preference and to monitor records of the unions and contractors to insure compliance with this preference.
- e. Core Employees. Monitor proof of eligibility of contractors’ core employees and provide such proof to the Riverside and San Bernardino Counties Building and Construction Trades Council (hereinafter “Council”) at its request.
- f. Wages and Benefits. Responsible for determining whether a contractor’s fringe benefits for their core workforce are equal to, or better than, those designated in the Schedule A’s. The determination of which shall take into account pre-existing condition exclusions, coverage for dependents, plan documents, summaries and evidence of coverage. Collect certification from each contractor and subcontractor that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the release of final payment/retention.
- g. Work Stoppages and Lock-Outs. Receive notification from contractors contending that a violation of the work stoppage and lock-out provisions of the PLA has occurred. Upon receipt of notification, order the involved contractor to cease the violation.
- h. Management Rights. On behalf of the District, the PLAA may be asked, with reasonable notice, to inspect any construction site, facility or project to ensure that applicable

safety and other work requirements are being followed; require contractors to establish a different work week or shift schedule in order to meet the operational needs of the District or project work or to accommodate any difficulties at the project site where schedules may interfere with District or area resident requirements during construction activity; terminate, delay or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or certain hours of a day; require other operational or schedule changes deemed necessary to maintain the District's primary mission and remain a good neighbor to those in the area; approve any work methods, procedures or techniques used by contractors; investigate and process complaints pursuant to sections 7 and 10 of the PLA.

i. Settlement of Grievances and Disputes. Work with a representative of the Council and the contractors to complete the construction of PLA project work economically, efficiently, continuously and without any interruption, delays or work stoppages.

Agree to resolve disputes in accordance with the grievance provisions set forth in Articles 7, 8 or 10 of the PLA, by overseeing the processing of grievances, including the scheduling and arrangement of facilities for meetings, selection of the arbitrator and any other administrative matters necessary to facilitate the timely resolution of any dispute.

Notify the District and contractor of all actions taken at Steps 2 and 3 of Section 10.2 of the PLA and, if desired, participate fully as a party in all proceedings at such Steps.

j. Regulatory Compliance. Monitor and investigate compliance by all contractors and subcontractors with all federal and state laws and regulations that may apply to the PLA project work and accept recommendations from the Council on procedures to encourage and enforce compliance.

k. Safety. Assist in establishing safety and security and visitor rules, in conjunction with the District, Contractors and Construction Manager.

With regard to substance abuse testing, PLAA may approve an established program to which signatory Unions are currently a party and such program may become a project-wide substance abuse testing program for all PLA project work after consultation with the Unions.

l. Apprenticeship Programs. Identify and encourage local residents to participate in project work through programs and procedures jointly developed to prepare and encourage local residents to qualify and become eligible for participation in state-approved apprenticeship and/or training programs.

Work cooperatively with the District, other District consultants and the Council to identify, or establish, and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the aforesaid state-approved training or apprenticeship programs.

Work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

The PLAA may be designated by the District to chair a Joint Subcommittee on Training and Apprenticeships, which will oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs and work with representatives of each signatory craft's Joint Apprenticeship Committee (JAC) to establish appropriate criteria for recognition by such JAC's of the educational and work experience possessed by District residents toward qualifying for entry or advanced level in the programs under the direction of such JAC's.

m. Pre-Construction Conferences. Coordinate the scheduling of a pre-construction conference with the Council, the contractor(s) and the affected Union(s) at least two (2) weeks before starting work under the PLA. At the pre-construction conference, PLAA shall review the district's employment and contracting programs and goals with the participants.

n. Labor/Management and Cooperation. Serve as a co-chair of a joint labor/management committee with a representative of the Council. The committee's purpose is to promote harmonious and stable labor management relations, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all PLA project work. Meetings of the Committee shall be to discuss the administration of the PLA, the progress of PLA project work, and general labor/management problems. PLAA shall be responsible for arranging committee meetings and preparation of agenda topics. For the review of the Committee, or a subcommittee, the PLAA shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of PLA project work and estimated number of craft workers needed.

o. Final Acceptance of Completed Work. Make available, upon request of the Union, complete information describing any "punch" list work, as well as any additional work required of a contractor at the direction of the District, involving otherwise turned over and completed facilities which have been accepted by the district.

p. Perform other work as requested by District with regard to the PLA.

### Labor Compliance Program

Develop, implement, monitor and enforce a Labor Compliance (LCP) Program for all construction projects under the PLA, including:

- Development of RCCD Labor Compliance Program, including all required activities as stipulated in 8 CCR § 16425. Approval of Awarding Body's Labor Compliance Program
- Coordination of Labor Compliance Program application and related tasks
- Working with Construction Management Firms and District Purchasing to ensure that all applicable bid invitations contain appropriate Labor Compliance language.
- Participating in Pre-Bid Conferences to review Labor Compliance and LCP requirements.
- Issuing DAS 13's for each awarded project to the Department of Industrial Relations, as applicable.
- Participating in Post Award (Pre-Job) meeting to review applicable LCP requirements with Contractors and securing a signed Labor Compliance checklist from the Contractor.
- Ensuring the collection of Contractor weekly CPRs.
- Reviewing, monitoring and auditing Contractor CPRs, as necessary, to ensure appropriate payment of prevailing wages.
- Issuing discrepancy notices identifying deficiencies.
- Participating in job progress meetings with Contractor to facilitate compliance as necessary.
- Conducting on-site observations and field interviews of covered labor (workers), as necessary.
- Responding to inquiries and complaints from third parties.
- Making recommendations to withhold contract payments and withholdings equal to the amount of underpayments.
- Conducting Due Process Hearings and responding to early settlement requests
- Preparing withholding and penalty requests to the Department of Industrial Relations on behalf of the District.
- Preparing District Annual Report to the Department of Industrial Relations.
- Providing technical assistance to Prime Contractors and subcontractors.
- Tracking Contractor apprentice utilizations and issuing cure notices, as necessary.
- Update Labor Compliance Program to reflect new regulatory amendments, as required by the Department of Industrial Relations.
- Preparing project-specific Labor Compliance close-out reports.

### Additional Services

- Providing technical assistance to District personnel relative to PLA and State Prevailing Wage requirements.
- Providing technical assistance to the District concerning Labor initiatives.
- Participating in staff/partner meetings, as requested.
- Providing Labor compliance training to District personnel, as requested.
- Attending and present at PLA/LCP at construction outreach events, as requested.

Exhibit "B" – COMPENSATION

Maximum Amount Not to Exceed: \$1,600,000.00

Hourly Rates:

Project Administrator:	\$238.71
Project Manager:	\$117.92
PLA & LCP Officer:	\$100.14
PLA & LCP Analyst:	\$64.92 - \$82.06
Outreach Specialist:	\$64.92 - \$82.06
PLA & LCP Administrative Assistant	\$60.45 - \$64.92

All classifications are subject to 4% annual escalation per calendar year.



### Exhibit "C" – REIMBURSABLE EXPENSES

Maximum Amount Not to Exceed: \$50,000.00

Reimbursable Expenses. Consultant may be reimbursed a sum for its reasonable out-of-pocket expenses that are incurred and paid for by Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to the services and, in total, do not exceed the amount shown above in Exhibit B.

(i) outside printing directly related to deliverables and not including internal uses of the consultant or its Subconsultants. Printing of business cards is specifically excluded as a reimbursable item;

(ii) reproduction or reprographics costs directly related to deliverables and not including internal uses of the Consultant or its Subconsultants. If Consultant provides allowable reproduction and reprographics services using its own equipment, rather than using an outside service, the unit billing rates for such charges must be approved in advance by District;

(iii) shipping, overnight mail, postage, messenger, courier and or delivery services (but not including Consultant's company or corporate required communications or reports, such as, but not limited to, timesheets, expense reports, inter-office memoranda, newsletters, etc.);

(iv) long distance telephone calls (i.e., outside the 213, 310, 626, 323 and 909 area codes);

(v) mileage for business travel (excluding travel from residence to the Site or Consultant's home or branch offices or between Consultant's home office and branch offices) at the rate established by Internal Revenue Services and related parking and/or tolls;

(vi) out-of-town travel as approved in advance in writing by District;

(vii) fees of Subconsultants if approved by District for services under this Agreement if such services are not included in the Maximum Fee for Services as set forth above in this Exhibit;

(viii) the purchase of research materials is specifically excluded unless approved in advance in writing by the District.

(ix) Cost associated with Outreach Event coordination.

Exclusive List. The list of Reimbursable Expenses set forth above is the sole and exclusive list of Reimbursable Expenses for which Consultant is entitled to Reimbursement.

Property of District. All materials or equipment purchased for the Project and reimbursed by District as a Reimbursable Expense shall become property of the District, be labeled as property of district and delivered to District upon termination of this Agreement.

**Approval Limitations.** Any Reimbursable Expenses wherein a single item exceeds \$500 in value, whether leased or purchased, must be approved in writing in advance by District. Failure to obtain such approval shall result in the cost of such item being borne by consultant without reimbursement by District.

**No Multiplier.** The reimbursement provided for herein shall not include an administrative charge, multiplier, or other mark-up by Consultant except with respect to District approved Subconsultants. Consultant shall be entitled to an administrative mark-up not to exceed three percent (3%) of the actual cost to Consultant for approved Subconsultant services (excluding the reimbursable costs of Subconsultants) provided, however, that no such mark-up shall be permitted for any Subconsultant whose total compensation exceeds ten percent (10%) of Consultant's total compensation under this Agreement.

**Records.** Accurate and detailed records of Reimbursable Expenses pertaining to the Project shall be maintained in an orderly manner on the basis of generally accepted accounting practices and shall be available at Consultant's office (or at District's request, shall be brought by Consultant to the District offices) for inspection, auditing and/or copying by district and its representatives.

Exhibit "D"

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MEASURE "C" FACILITIES  
PROJECT LABOR AGREEMENT

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MEASURE "C" FACILITIES  
PROJECT LABOR AGREEMENT

Purpose. It is the purpose and intent of the parties to this PLA to make every cooperative effort to achieve the timely, safe and economical construction of the facilities designated as the Project, to provide the opportunities and programs for the District's residents and local businesses to participate in the Project.

This Project Labor Agreement (hereinafter "PLA") is entered into this 1st day of April, 2010, by and between the Riverside Community College District, its successors or assigns (hereinafter "District") and the Riverside/San Bernardino Counties Building and Construction Trades (hereinafter "Council"), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"). This PLA establishes the labor relations Policies and Procedures for the District, the Contractors awarded contracts for Project Work and for the craft persons employed by the Contractors and represented by the Unions while engaged in the Project Work defined in Section 2.2.

It is understood by the Parties to this PLA that if it is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this PLA, directly or through the Letter of Assent (Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this PLA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District for this Project.

It is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory parties, the Contractors and craft persons working under it, and the residents and taxpayers of the District. The District shall hire a PLA Administrator to act as consultant to the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District,

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in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purpose of the Parties and this PLA; and to otherwise implement and administer the PLA. For such purposes, each Contractor recognizes and appoints the PLA Administrator, its successors or assigns, as its agent; and together with the District and the Unions, the PLA Administrator shall be considered a "negotiating party" of this Agreement. The District, as it sees fit, shall have the exclusive right to retain or dismiss the PLA Administrator. The PLA Administrator shall not have the right to expand, terminate or modify this Agreement without the express written approval of the District.

The term "Project Work" as used in this PLA includes all construction work undertaken on behalf of the District as specifically defined in Section 2.2.

The term "Contractor" as used in this PLA includes any Contractor to whom the District awards a construction contract for Project Work, and also to subcontractors, of whatever tier, utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership/corporation, or combination thereof, including joint ventures, which have entered into a contract with the District with respect to the Project Work or with another Contractor as a subcontractor for Project Work.

The term "Local Businesses" as used in this PLA shall be defined as those businesses having either their principal office, or functioning within the Riverside and San Bernardino Counties (as defined by the zip codes listed on "Attachment B"), and actively engaged in their principal line(s) of business within the Riverside and San Bernardino Counties on the date this PLA was entered into, or for six months prior to the award of covered work. Priority of business focus will be for Riverside County businesses.

The Union and all Contractors agree to abide by the terms and conditions of this PLA and that this PLA represents the complete understanding of the parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining Agreement with a signatory Union as a condition of performing work within the scope of this Agreement. No practice, understanding or Agreement between a Contractor and a Union party which is not

Exhibit "D"

specifically set forth in this PLA shall be binding on any third party Contractor or Union on Project Work unless endorsed in writing by the PLA Administrator.

The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this PLA should be construed as including both genders and not as gender limitations unless the PLA clearly requires a different construction. Further, the use of Article titles and or Section headings are for information only, and carry no legal significance.

## ARTICLE I

### Intent

Section 1.1 Background. It is intended that Project Work improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology, academic classrooms/laboratories; expand public safety, emergency medical services and healthcare training facilities; improve campus infrastructure, and repair, construct, equip sites and facilities. With this PLA, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved and which will permit the utilization of the most modern (LEED Certified), efficient and effective procedures for construction, assure a sufficient supply of skilled craft persons, and reduce or eliminate the causes of disruptions or interference with Project Work.

It is critical to the citizens of the District, the taxpayers, the administration, employees, faculty and students of the District and the State of California that the Project Work be completed in as timely and economical manner as possible; that the Project Work provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry through pre-apprenticeship and

Exhibit "D"

apprenticeship programs sponsored by parties to this PLA, and increase business opportunities for all local businesses; and that this PLA facilitate the achievement of these goals.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents. The construction work scheduled to be performed as part of the Project Work will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the parties to this PLA to use the opportunities provided by the extensive amount of work to be covered on these Projects to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal state-approved Apprenticeship and/or training Programs or outreach programs to the community describing opportunities available as a result of the Project Work), for involvement of District residents in the construction industry, assist them in entering the construction trades, and through utilization of state-approved Apprenticeship and/or training programs, provide training opportunities for those residents and students and graduates of the District wishing to pursue a career in construction. Further, with assistance of the PLA Administrator, the District, the Contractors and the Unions, will work together to develop and implement promptly procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the demand of the Project Work to be undertaken.

Section 1.3 Encouragement of Local Businesses. The Project Work will provide many opportunities for local businesses to participate as Contractors or suppliers, and the parties agree that they will cooperate with all efforts of the District, the PLA Administrator, and any other organizations retained by the District for the purpose of encouraging and assisting the participation of District businesses in Project Work. Each party agrees that it shall employ demonstrable efforts to encourage participation in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a public works project, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage local residents for participation in state-approved Apprenticeship and/or training



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Programs and employment on the Project Work through the referral programs sponsored and/or supported by the parties to this PLA.

Section 1.4 Project Work Cooperation. The construction to take place under this PLA involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that, with multiple Contractors and crafts performing Project Work over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

Section 1.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project Work and to maintain a spirit of harmony, labor-management peace and stability during the term of the PLA, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns, or interruption or disruption of Project Work, and the Contractors agree not to engage in any lockout.

## ARTICLE 2

### SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all new construction, rehabilitation and/or renovation work for the development of the District's facilities and infrastructure components that has a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used, and performed by those Contractor(s), of whatever tier, that have contracts awarded for such work more than thirty (30) days after the effective date of this Agreement.

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Section 2.2 Specific Facilities/Construction Contained in the Project. The Project is defined and limited to all new construction, rehabilitation and renovation work, which shall include, when an integral part of the Project Work, demolition and/or site clearing and hazard abatement work for all future Project Work with a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used.

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

- (a) Work of Contractors' non-manual employees, including, but not limited to superintendents; supervisors; staff engineers; quality control and quality assurance personnel; time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional engineering, administrative, supervisory and management employees;
- (b) Equipment and machinery owned or controlled and operated by the District;
- (c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site, are within the scope of this Agreement;
- (d) All employees of the District, PLA Administrator, design teams (including, but not limited to architects, engineers, and master planners), and any other consultants for the District (including, but not limited to, program or Project managers, construction managers and their employees, building/construction inspectors, field soils and materials testers/inspectors, where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA; provided, however, that it is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (inspectors) as defined in the State of California wage determination for that craft are covered under the PLA when employed by a construction Contractor and engaged on

Exhibit "D"

the Project site in Project related work. Nothing in this section will be construed to include inspectors certified by the Department of State Architects within the scope of this Agreement;

- (e) Any work performed on or near or leading to or into a site of Project Work and undertaken by state, county, or other governmental bodies, or their agents or Contractors, or by public utilities, or their Contractors; and/or by the District, or its Contractors, work for which is not within the scope of this PLA;
- (f) Maintenance of leased equipment and on-site supervision of such work;
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturers' or vendors' warranty or guaranty;
- (h) Non-construction support services contracted by the District, District Consultants, PLA Administrator, or a Contractor in connection with this Project;
- (i) All work by employees of the District or its Contractors involving general maintenance and/or repair and/or cleaning work, except as specifically covered by this PLA; and
- (j) Laboratory work for testing.

Section 2.4 Awarding of Contracts.

- (a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any Agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.
- (b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this PLA, shall be required to accept and be bound by the

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terms and conditions of this PLA, and shall evidence their acceptance by the execution of the PLA, or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the PLA or Letter of Assent as executed by it to the PLA Administrator and to the Building and Construction Trades Council 48 hours before the commencement of Project Work, or within 48 hours after the award of the Project Work to that Contractor or subcontractor, whichever occurs later.

Section 2.5 Coverage Exception. The parties agree and understand that this PLA shall not apply to any work that would otherwise be covered Project Work when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not provide this funding if such Project Work is covered by this Agreement, or a law, regulation, proposition or measure prohibits such coverage or the use by the District or for its benefit, of particular funds, if such coverage exists. The District agrees that it will make every effort with any such governmental agency or granting authority to permit the implementation of this Agreement with regard to Project Work that the agency or authority may be partially or fully funding.

Section 2.6 Schedule A's.

(a) The provisions of this Agreement, including the Schedule A's, which are the local collective bargaining Agreements of the signatory Unions having jurisdiction over the work on the Project, as such, may be changed from time-to-time consistent with Section 21.3, and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national Agreement which may conflict with or differ from the terms of this Agreement. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provision of the Schedule A shall prevail. Any dispute as to the applicable source between this PLA and any Schedule A for determining the wages, hours or working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

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(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone Agreement and by virtue of having become bound to this PLA, a Contractor will not be obligated to sign any other local, and/or national collective bargaining Agreement as a condition of performing work within the scope of this PLA; provided, however, that the Contractor will be required to sign uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make a contribution under this PLA as a result of his employment of persons working within the craft for which the trust fund provides coverage; but provided further, however, that the Contractor shall have no obligation to execute a Participation Agreement that binds, or attempts to bind the Contractor beyond the terms and conditions of this PLA and/or expand the Contractor's obligation to make contributions pursuant thereto. It shall be the responsibility of the prime Contractor to have each of its subcontractors of whatever tier sign the documents with the appropriate craft Union funds prior to the subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only. This PLA shall be binding only on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 2.8 Other District Work. This PLA shall be limited to the new construction, rehabilitation and renovation work, which shall include, when an integral part of the Project Work, demolition and/or site clearing and hazard abatement work for all future Project Work with a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used. Nothing contained herein shall be interpreted to prohibit, restrict or interfere with the performance of any other operation, work or function not covered by this PLA which may be performed by District employees or contracted for by the District for its own account on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The

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Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or PLA Administrator and/or any Contractor or consultant.

Section 2.10 Completed Project Work. As areas of covered work are accepted by the District, this PLA shall have no further force or effect on such items or areas except where the Contractor is directed by the District, or its representatives, to engage in repairs, modifications, check-out and/or warranty functions required by its contract(s) with the District.

### ARTICLE 3

#### UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Sections 3.10 and 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 3.3 Referral Procedures.

(a) For signatory Unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal and non-discriminatory employment opportunities. All hiring

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procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of residents in Riverside County first and then to San Bernardino County (those zip codes listed in Attachment B), and utilization of Local Businesses (Riverside and San Bernardino Counties) on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirement of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce and meet apprenticeship ratios. The local Unions will work with their affiliated regional and national Unions, and jointly with the PLA Administrator and any others designated by the District, to identify and refer competent crafts persons as needed for Project Work, and to identify residents of the District for entrance into Joint Labor/Management Apprenticeship Programs, or for participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction, renovation and rehabilitation work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other employer.

Section 3.3.1 Employment of Local Residents

In recognition of the district's mission to serve the District and its local residents, the Unions and contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualification, residents of the Riverside and San Bernardino Counties shall be first referred for Project Work, including journeyman, apprentice, or other positions which may be established under a Schedule A and covered by applicable prevailing wage for utilization on Project Work, until at least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, have been filled with residents of the Riverside and San Bernardino Counties.

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The PLA Administrator shall work with the Unions and contractors in the administration of this local residency preference; and the contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the PLA Administrator that such preferences have been pursued.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

Section 3.5 Core Employees. The Parties recognize and support the District's commitment to provide opportunities for all businesses to participate on the Project. In furtherance of this commitment, the Parties agree that a Contractor who is not a party to a current collective bargaining Agreement with a signatory Union shall have the opportunity to employ its experienced core employees on this Project, and that, therefore,

(a) A Contractor or subcontractor may directly employ, as needed, first a member of its core work force, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until the Contractor reaches the maximum of six (6) core employees. Subsequently, such Contractor may employ "core employees to maintain a 15% "core employee ratio, up to a maximum of 75 employees, per Contractor, by craft. Thereafter, all additional employees in the affected trades or craft shall be hired exclusively from the "hiring hall out-of-work list". On layoff, the reverse process shall be followed.

(b) A Contractor's core workforce is comprised of those employees:

- (i) whose names appeared on the Contractor's active payroll for fifty of the one hundred working days before award of Project Work to the Contractor;



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(ii) who possesses any license/certifications required by State or Federal Law for the Project work to be performed.

(c) A Contractor desiring to use its core employees on the Project must identify them at the time it receives the Notice to Proceed, and provide proof of their eligibility to the PLA Administrator, who shall provide such proof to the Council at its request.

Section 3.6 Time for Referral. If any Union's referral system does not fulfill the requirements for specific classifications of covered employees requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source.

Section 3.7 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.8 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this PLA. All employees shall, however, be required to comply with the Union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work. This includes rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required of members in the Union.

Section 3.9 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided,

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however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement, shall be recognized for purposes of layoffs.

Section 3.10 Foremen. The selection and number of craft foremen and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractors.

ARTICLE 4

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to the Project site, provided they do not interfere with the work of employees and further provided such representatives fully comply with posted visitor, security and safety rules, including checking/signing in with the Contractor representatives on site and with the appropriate construction manager, if present on the site, prior to entering into the Project construction area(s).

Section 4.2 Stewards.

(a) As part of the referral process of Article 3, above, each signatory local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective craft.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the

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employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-continuous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor may request to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The involved Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this PLA, the Union agrees the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this PLA.

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ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this PLA.

Section 5.2 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A, and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, provided, however, that the Contractor and Union agree that only such bonafide benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions for each benefit shall not exceed the amounts specified for such in the applicable prevailing wage determination.

Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. The PLA Administrator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. The PLA Administrator shall include in the comparative determination "Equal to or better than those designated in the Schedule A's", the following: 1) Pre-existing condition exclusions; 2) Coverage for dependents and spouse; 3) Documents including, but not limited to, Plan Documents, Summaries, and Evidence of Coverage. All documents shall be provided to the

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PLA Administrator upon request. Contractors must submit their fringe benefit packages to the PLA Administrator for evaluation prior to bidding. Contractors may only take credit against the prevailing wage in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(b) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust Agreement(s) specifying the detailed basis on which payments are made into, and benefits paid out of such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, hazard pay, scaffold pay and special skills, shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The parties agree that the PLA Administrator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall

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not include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.3. All complaints regarding possible prevailing wage violations shall be referred to the PLA Administrator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

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Section 6.4 Shifts and Alternate work Schedules.

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) day's prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Schedule A and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m., is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked or that there otherwise be a restructuring of normal work schedules. Such changes should not adversely affect the wages or premium payments otherwise due the employees pursuant to other provisions of this PLA and/or the applicable prevailing wage determination. Except in an emergency, or when specified in the District's bid specification, the Contractor should give the affected Union(s) at least three (3) days notice of such scheduling changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project, unless or until such may be, and are, revised by mutual Agreement of the negotiating parties to this PLA.

Section 6.6 Show-up Pay. Show-up Pay shall be provided as required by the applicable prevailing wage determination(s). Employees receiving show-up pay will be required to remain at the Project site and available for work for such time as they receive pay, unless released early by the principal supervisor of the Contractor or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address, telephone number and shall promptly report any changes to the Contractor.

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Section 6.7 "Brassing". The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself/herself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 6.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or threat to life or property, or for such other reason as are in the applicable Schedule A's, and if they are so required, they shall be compensated in the manner established in the applicable Schedule A.

Section 6.9 Make-up Days. To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to, inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

## ARTICLE 7

### WORK STOPPAGES AND LOCK-OUTS

Section 7.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages



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any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order, and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 7.2 Standing to Enforce. The District, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1, shall have standing and the right to enforce the obligations established therein.

Section 7.3 Expiration of Schedule A's. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any Schedule A Agreement. Any renegotiated Schedule A shall be implemented on Project Work pursuant to Section 21.3.

Section 7.4 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provisions of this Agreement, or any other Agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

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Section 7.5 Best Efforts to End Violations.

(a) If a Contractor contends there is any violation of this Article, Section 8.3, or the provisions of Section 21.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts, to cause the cessation of any violation of the relevant Article.

(b) If the Union contends any Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the PLA, at least twenty-four (24) hours prior to invoking the procedures of 7.6. The PLA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.6 Expedited Enforcement Procedure. Any party, including the District, who the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the PLA Administrator, may institute the following procedures in lieu of, or before any other action at law or equity, when breach of Section 7.1 or 7.4, above, or Section 8.3 or Section 21.4, is alleged.

(a) The parties will negotiate in good faith to select a mutually agreeable, unbiased mediator who shall be the permanent mediator under this procedure, as well as two alternate mediators who shall be identified as alternate one (1) and alternate (2). The party invoking this procedure shall notify the permanent mediator. If the permanent mediator is unavailable at any time, the party invoking this procedure shall first notify alternate 1. If alternate 1 is not available then alternate 2 shall be selected. Notice to the mediator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

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(b) Upon receipt of said notice, the mediator, or his/her alternate, shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.5, as above.

(c) The mediator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the mediator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or issuance of any decision or Agreement by the mediator.

(d) The sole issue at the hearing shall be whether or not a violation of sections 7.1 or 7.4 above, or Section 8.3, or Section 21.4, has, in fact, occurred. The mediator shall have no authority to consider any matter in justification, explanation or mitigation of such violation, or to decision damages (except for damages as set forth in 7.7 below) which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The mediator may order cessation of the violation of the Article and other appropriate relief, and such decision shall be served on all parties by hand or registered mail upon issuance.

(e) Such decision shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the mediator's decision as issued under Section 7.6(d), above, all parties waive the right to a hearing and agree that such proceedings may be ex-parte. Such Agreement does not waive any party's right to participate in a hearing for final order of enforcement. The court's order or orders enforcing the mediator's decision shall be served on all parties by hand or by delivery to their address as shown on their LM-2 Report (for Union), as shown on their business

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contract for work under this Agreement (for a Contractor), and to the representing Union (for any employee), by certified mail by the party or parties first alleging the violation, or other process of service legally recognized in the court's jurisdiction.

(f) Any rights created by statute or law governing the proceedings inconsistent with the above procedure or which interfere with compliance hereto, are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the mediator shall be divided by percent of decision by the party or parties initiating this procedure and the respondent party or parties.

(h) The PLA Administrator is a party in interest in all proceedings arising under this Article, and Articles 8 and 10, and shall be sent copies of all notifications required by these Articles, and, at its option, may participate as full party in any proceeding initiated under these Articles.

Section 7.7 Liquidated Damages.

(a) If the Mediator determines, in accordance with Section 7.6 above, a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the decision, direct all of the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the mediator's decision, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying respondent Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c) below, for each shift thereafter on which the craft(s) have not returned to work.

(b) If the mediator determines in accordance with Section 7.6 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the decision, return all the affected employees to work on the Project, or otherwise correct the violation found

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by the mediator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly schedule shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the mediator) and each shall pay an additional sum per shift, as set forth in (c) below, for each shift thereafter in which compliance by the respondent Contractor(s) have not been completed.

(c) The mediator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall be not less than \$1,000.00 (one thousand dollars), nor more than \$5,000.00 (five thousand dollars) per shift for each non-complying entity.

## ARTICLE 8

### WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignments of Work. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction industry (the "Plan"), or any successor plan.

Section 8.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow down of any nature and

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the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-construction Conference. As provided in Article 16, each Contractor and construction manager, shall conduct a pre-construction conference with the appropriate affected Union(s) prior to commencing work.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or any other interference with the progress of Project Work by reason of a jurisdictional dispute or disputes, the parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9  
MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work. Where possible, purchases are to be made locally unless costs locally differentiate by 5% or greater. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractors' rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend, or discipline their own employees for just cause;

Exhibit "D"

- (e) Utilize work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion, unless specifically disapproved by the District or its authorized representative; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in this Agreement and the applicable Schedule A's requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

Section 9.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District rights (and those of the PLA Administrator on its behalf) include, but are not limited to, the right to:

- (a) Inspect any construction site, facility, or Project to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the District and/or Project Work at a particular location(s), or in order to accommodate any difficulties at the Project site where schedules may interfere with District or resident requirements during construction activity;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the PLA Administrator and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if

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notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of section 6.6;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or custom; and

(e) Investigate and process complaints, through its PLA Administrator, in the manner set forth in Sections 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restrictions by Union upon a Contractor's choice of materials or design, nor regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools or other labor saving devices, subject to the application of the state Public Contracts and Labor Codes, or as otherwise required by law, in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its PLA Administrator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The parties recognize that the Contractor will initiate from time-to-time the use of new technology, equipment, machinery, tools, and other labor-saving devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or



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work with any standardized and/or catalog parts, assemblies, accessories, pre-fabricated items, pre-assembled items, partially assembled items, or materials, whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union(s) concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is standardized or a catalog part or item, the work will proceed as directed by the Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment. The parties expressly agree that Project Work will not receive less favorable treatment than that on any other Project which the Union(s), Contractors and employees work.

## ARTICLE 10

### SETTLEMENT OF GRIEVANCES AND DISPUTES

#### Section 10.1 Cooperation and Harmony on Site.

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The PLA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article, or, as appropriate, those of Articles 7 or 8.

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(c) The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she through his or her local union business representative or job steward, shall within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting

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minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision (s) of the Agreement alleged to have been violated.

(b) Should the Local Union (s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance had been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitrators Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the Involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein

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may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner, through the PLA Administrator, shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Section 10.3 Limit on Use of Procedures. Procedures contained in this article shall not be applicable to any alleged violation of Article 7 or 8, with the single exception that any employee discharged for violation of Section 7.1 or 8.3 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The PLA Administrator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## ARTICLE 11

### REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations, including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The parties agree that the District shall require, and that the PLA Administrator shall monitor, compliance by all Contractors and subcontractors

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with all federal and state laws and regulations that, from time-to-time, may apply to Project Work. It shall be the responsibility of the PLA Administrator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the PLA Administrator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the PLA Administrator which shall process, investigate and resolve such complaints, consistent with Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law. Should there be a finding by a court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and or state law or regulation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the District, upon notice to the Contractor that it, or its subcontractors, are in such violation, and on the failure of the Contractor or subcontractor to remedy such violation promptly, may take such action as is permitted by law or contract to encourage and/or require the Contractor and/or the subcontractor to come into compliance. Such action may include, if permitted by contract and or law, removing the Contractor or subcontractor from Project Work.

## ARTICLE 12

### SAFETY AND PROTECTION OF PERSON AND PROPERTY

#### Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the

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PLA Administrator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and construction manager, the PLA Administrator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject himself/herself to discipline, up to and including discharge.

The parties may establish and implement reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing, to extent permitted by Federal and State Law. Should the PLA Administrator approve an established program to which signatory Unions are currently a party, such program may become the Project-wide substance abuse testing program, after consultation with the Unions. Until there is such a Project-site substance abuse testing procedure negotiated and/or otherwise adopted by the PLA Administrator, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project, pursuant to their terms.

Section 12.2 Inspection. The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

Section 12.3 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of the employees. In such cases, employees shall be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at the applicable rate of pay.

Section 12.4 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

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ARTICLE 13  
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A's existing on the effective date of this PLA, and upon presentation of proof of any expense incurred.

ARTICLE 14  
APPRENTICES

Section 14.1 Importance of Training. The parties recognize the importance of a trained and skilled workforce, made possible through apprenticeship programs. As such, this PLA will utilize quality apprentices in the workforce. All state-approved apprenticeship programs that meet or exceed the parallel Labor Management Program's completion rates, completion counts, and total registered apprentices count shall be recognized and utilized in accordance with Section 3.5 (b). Meet or exceed shall be determined by California Department of Industrial Relations, Division of Apprenticeship Standards annual reports – Completion counts for building trade programs last five (5) years and building trades completion rates. In the event that a state-approved apprenticeship program has not been in existence long enough to meet or exceed the criteria listed above, the program will be referred to the Joint Subcommittee on Training and Apprenticeship (Section 14.3) for review and a determination as to whether or not that program shall be considered a qualified apprenticeship program for purposes of this PLA. The parties also recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District and the opportunity to provide employment at fair wages and working conditions on Project Work. To these ends, the parties will facilitate, encourage, and assist local residents to enter and progress in the aforesaid state approved apprenticeship and/or training programs in the construction industry. The

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District, PLA Administrator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the aforesaid state approved training or apprenticeship programs.

Section 14.2 Use of Apprentices.

(a) Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the State Labor Commissioner establish a lower maximum percentage, and where such is the case, the applicable Unions should use their best efforts with the committee and, if necessary, the commissioner to permit up to thirty percent (30%) apprentices on the Project. When available and capable of undertaking the tasks involved, forty percent (40%) of such apprentice workforce of each craft shall consist of first (1<sup>st</sup>) year apprentices.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to the utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The parties agree that apprentices will not be dispatched to Contractors working under this PLA unless there is a journey person, or other Contractor employee, working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he/she is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee pursuant to Article 17 shall be established, jointly chaired by a designee of the District and a



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designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's Joint Apprenticeship Committee ("JAC") and representatives of the District to establish appropriate criteria for recognition by such JAC's of the educational and work experience possessed by District residents toward qualifying for entry or advanced level in the apprenticeship programs under the direction of such JAC's. Specific emphasis will be placed on coordination of the District's existing or planned educational programs with the apprenticeship training programs of the signatory Unions, and the cooperation of the District and the signatory Unions, and the representatives of their JAC's, to encourage Riverside Community College District graduates, students and prospective students to participate in such apprenticeship programs, for the improvement of the construction industry. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the Contractors belong).

Section 14.4 Helmets To Hardhats.

(a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

(b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and

Exhibit "D"

employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 15  
WORKING CONDITIONS

Section 15.1 Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Individual coffee containers will be permitted at the employee's work location.

Section 15.2 Work Rules. The District, the PLA Administrator, and/or relevant Contractor or construction manager shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge. Said work rules shall include the prohibition of the playing of portable radios.

Section 15.3 Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and in compliance with applicable governmental rules and regulations.

Section 15.4 Access to Riverside Community College District Property and Facilities. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited by the District to certain roads and/or parking areas. Further, unless expressly permitted otherwise by the District or its authorized representative, covered employees shall not utilize the public areas of the District's facilities, including without limitation, sanitary and eating facilities.

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ARTICLE 16  
PRE-CONSTRUCTION CONFERENCES

Consistent with Section 8.4, all work assignments should be disclosed by the Contractor and construction manager at a pre-construction conference held in accordance with industry practice. The Contractor and construction manager shall notify the PLA Administrator at least two weeks before starting work under this PLA, and the PLA Administrator shall coordinate the scheduling of a pre-construction conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. At the pre-construction, the PLA Administrator shall review the District's employment and contracting programs and goals with the participants.

ARTICLE 17  
LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The parties to this Agreement will form a joint committee consisting of representatives selected by Council and the PLA Administrator, respectively, to be chaired jointly by a representative of the PLA Administrator and of the Council. The purpose of the committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs to discuss the administration of the PLA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this PLA. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this committee, but shall be processed pursuant to the provisions of the appropriate Article.

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The PLA Administrator shall be responsible for the arrangements for the meetings, and the preparation of the agenda topics (with input from the Unions, the Contractors and the District). Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The PLA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

## ARTICLE 18

### SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the District, the PLA Administrator, or the Union parties to violate any laws governing the subject matter of this PLA. The parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts determined to be void are wholly inseparable from the remaining portions of this PLA. Further, the parties agree that if and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substantive effect of such decision, for the purpose of achieving conformity with the requirements of any applicable laws and the intent of the parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and

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constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute be enacted, which could result temporarily or permanently in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the parties agree that the PLA shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

Section 18.3 Termination for Second and Subsequent Violations of Sections 7.1, 7.4, 8.3, or 21.4. The Council or the District has the right to immediately terminate this Agreement upon a second or subsequent violation of Sections 7.1, 7.4, 8.3 or 21.4. Prior to either party exercising their right to immediately terminate the Agreement under this Section, the parties agree to meet and confer in good faith.

## ARTICLE 19

### WAIVER

A waiver of or a failure to assert any provisions of this PLA by any or all of the parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse, or release any of the parties from any of their rights, duties or obligations hereunder.

## ARTICLE 20

### AMENDMENTS

The provisions of this PLA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual Agreement in writing, hereafter signed by the negotiating parties hereto.

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ATTICLE 21  
DURATION OF THE AGREEMENT

Section 21.1 Duration and Final Termination.

(a) This PLA shall be effective April 1, 2010 and shall continue in effect March 31, 2015, or until the Project Work is completed, whichever occurs first. All Project Work for which bid specifications are issued prior to the latter date shall continue to be covered by this PLA until the turnover and final acceptance of such work, subject to the specifications, pursuant to Section 21.2.

Final termination of all obligations, rights, and liabilities, under this PLA shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the PLA; or on March 31, 2015, (except for Project Work awarded prior to that date and not yet completed and turned over, or unless there is a mutually agreed upon extension), whichever occurs first.

(b) This PLA may be extended by mutual consent of the District and the signatory Unions.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction on any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications are required by its contract(s) with the District.

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(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the PLA Administrator.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and Union parties to the collective bargaining Agreement(s), which are the basis for such Schedule A's, notify the PLA Administrator of the mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and employ all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this PLA. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the Local Collective Bargaining Agreement, which is the basis for a Schedule A, shall be resolved under the procedures established in Article 10.

Section 21.4 No Work Stoppages. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiations of the Local Collective Bargaining Agreement

Exhibit "D"

and resulting Schedule A's, nor shall there be any lock-out on this Project of the involved Union(s) during the course of such negotiations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Gregory W. Gray, Chancellor

RIVERSIDE/SAN BERNARDINO COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL

By: \_\_\_\_\_  
(Name)  
Executive Secretary

(Signatures of signatory councils or local unions follow on subsequent pages)



Exhibit "D"

SIGNATORY COUNCILS OR LOCAL UNIONS:

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Name, Title

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Affiliation

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Name, Title

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Affiliation

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Name, Title

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Affiliation

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Name, Title

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Affiliation

Exhibit "D"

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Name, Title

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Affiliation

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Name, Title

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Affiliation

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Name, Title

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Affiliation

Exhibit "D"  
ATTACHMENT A

LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Riverside Community College District Project Labor Agreement. This letter should be executed and submitted prior to the start of work by the Contractor, pursuant to Section 2.4 of the Agreement

(Contractor's Letterhead)

Project Labor Agreement Administrator  
c/o Riverside Community College District  
4800 Magnolia Ave.  
Riverside, CA 92506

Re: Riverside Community College District Project Labor Agreement

Dear Sir/Madam:

This is to confirm that [Name of Company] agrees to be party to and bound by the Riverside Community College District Project Labor Agreement, effective \_\_\_\_\_, as such Agreement may, from time-to-time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to [contract No. or identifying description]. This company shall require all of its sub-Contractors of whatever tier to become similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: \_\_\_\_\_  
Name and Title of Authorized Executive

Exhibit "D"  
ATTACHMENT B

Riverside and San Bernardino County Zip Codes

RIVERSIDE COUNTY

ZIP Code	City
91752	MIRA LOMA
92201	INDIO
92202	INDIO
92203	INDIO
92210	INDIAN WELLS
92211	PALM DESERT
92220	BANNING
92223	BEAUMONT
92225	BLYTHE
92226	BLYTHE
92230	CABAZON
92234	CATHEDRAL CITY
92235	CATHEDRAL CITY
92236	COACHELLA
92239	DESERT CENTER
92240	DESERT HOT SPRINGS
92241	DESERT HOT SPRINGS
92247	LA QUINTA
92248	LA QUINTA
92253	LA QUINTA
92254	MECCA
92255	PALM DESERT
	NORTH PALM
92258	SPRINGS
92260	PALM DESERT
92261	PALM DESERT
92262	PALM SPRINGS
92263	PALM SPRINGS
92264	PALM SPRINGS
92270	RANCHO MIRAGE
92274	THERMAL
92276	THOUSAND PALMS
92282	WHITEWATER
92292	PALM SPRINGS
92320	CALIMESA

Exhibit "D"

92324 COLTON  
92373 REDLANDS  
92501 RIVERSIDE  
92502 RIVERSIDE  
92503 RIVERSIDE  
92504 RIVERSIDE  
92505 RIVERSIDE  
92506 RIVERSIDE  
92507 RIVERSIDE  
92508 RIVERSIDE  
92509 RIVERSIDE  
92513 RIVERSIDE  
92514 RIVERSIDE  
92515 RIVERSIDE  
92516 RIVERSIDE  
92517 RIVERSIDE  
MARCH AIR RESERVE  
92518 BASE  
92519 RIVERSIDE  
92521 RIVERSIDE  
92522 RIVERSIDE  
92530 LAKE ELSINORE  
92531 LAKE ELSINORE  
92532 LAKE ELSINORE  
92536 AGUANGA  
92539 ANZA  
92543 HEMET  
92544 HEMET  
92545 HEMET  
92546 HEMET  
92548 HOMELAND  
92549 IDYLLWILD  
92551 MORENO VALLEY  
92552 MORENO VALLEY  
92553 MORENO VALLEY  
92554 MORENO VALLEY  
92555 MORENO VALLEY  
92556 MORENO VALLEY  
92557 MORENO VALLEY  
92561 MOUNTAIN CENTER  
92562 MURRIETA  
92563 MURRIETA

Exhibit "D"

92564 MURRIETA  
92567 NUEVO  
92570 PERRIS  
92571 PERRIS  
92572 PERRIS  
92581 SAN JACINTO  
92582 SAN JACINTO  
92583 SAN JACINTO  
92584 MENIFEE  
92585 SUN CITY  
92586 SUN CITY  
92587 SUN CITY  
92589 TEMECULA  
92590 TEMECULA  
92591 TEMECULA  
92592 TEMECULA  
92593 TEMECULA  
92595 WILDOMAR  
92596 WINCHESTER  
92599 PERRIS  
92860 NORCO  
92877 CORONA  
92878 CORONA  
92879 CORONA  
92880 CORONA  
92881 CORONA  
92882 CORONA  
92883 CORONA

SAN BERNARDINO COUNTY

ZIP Code	City
	RANCHO
91701	CUCAMONGA
91708	CHINO
91709	CHINO HILLS
91710	CHINO
	RANCHO
91729	CUCAMONGA
	RANCHO
91730	CUCAMONGA
91737	RANCHO



Exhibit "D"

CUCAMONGA  
RANCHO  
91739 CUCAMONGA  
91743 GUAСТИ  
91758 ONTARIO  
91761 ONTARIO  
91762 ONTARIO  
91763 MONTCLAIR  
91764 ONTARIO  
91766 POMONA  
91784 UPLAND  
91785 UPLAND  
91786 UPLAND  
92242 EARP  
92252 JOSHUA TREE  
MORONGO  
92256 VALLEY  
92267 PARKER DAM  
92268 PIONEERTOWN  
TWENTYNINE  
92277 PALMS  
TWENTYNINE  
92278 PALMS  
92280 VIDAL  
92284 YUCCA VALLEY  
92285 LANDERS  
92286 YUCCA VALLEY  
92301 ADELANTO  
92304 AMBOY  
92305 ANGELUS OAKS  
92307 APPLE VALLEY  
92308 APPLE VALLEY  
92309 BAKER  
92310 FORT IRWIN  
92311 BARSTOW  
92312 BARSTOW  
92313 GRAND TERRACE  
92314 BIG BEAR CITY  
92315 BIG BEAR LAKE  
92316 BLOOMINGTON  
92317 BLUE JAY  
92318 BRYN MAWR  
92321 CEDAR GLEN

Exhibit "D"

92322 CEDARPINES PARK  
92323 CIMA  
92324 COLTON  
92325 CRESTLINE  
92326 CREST PARK  
92327 DAGGETT  
92329 PHELAN  
92331 FONTANA  
92332 ESSEX  
92333 FAWNSKIN  
92334 FONTANA  
92335 FONTANA  
92336 FONTANA  
92337 FONTANA  
92338 LUDLOW  
92339 FOREST FALLS  
92340 HESPERIA  
GREEN VALLEY  
92341 LAKE  
92342 HELENDALE  
92344 HESPERIA  
92345 HESPERIA  
92346 HIGHLAND  
92347 HINKLEY  
92350 LOMA LINDA  
LAKE  
92352 ARROWHEAD  
92354 LOMA LINDA  
92356 LUCERNE VALLEY  
92357 LOMA LINDA  
92358 LYTLE CREEK  
92359 MENTONE  
92363 NEEDLES  
92364 NIPTON  
NEWBERRY  
92365 SPRINGS  
92366 MOUNTAIN PASS  
92368 ORO GRANDE  
92369 PATTON  
92371 PHELAN  
92372 PINON HILLS  
92373 REDLANDS  
92374 REDLANDS

Exhibit "D"

92375 REDLANDS  
92376 RIALTO  
92377 RIALTO  
92378 RIMFOREST  
92382 RUNNING SPRINGS  
92385 SKYFOREST  
92386 SUGARLOAF  
92391 TWIN PEAKS  
92392 VICTORVILLE  
92393 VICTORVILLE  
92394 VICTORVILLE  
92395 VICTORVILLE  
92397 WRIGHTWOOD  
92398 YERMO  
92399 YUCAIPA  
92401 SAN BERNARDINO  
92402 SAN BERNARDINO  
92403 SAN BERNARDINO  
92404 SAN BERNARDINO  
92405 SAN BERNARDINO  
92406 SAN BERNARDINO  
92407 SAN BERNARDINO  
92408 SAN BERNARDINO  
92410 SAN BERNARDINO  
92411 SAN BERNARDINO  
92412 SAN BERNARDINO  
92413 SAN BERNARDINO  
92414 SAN BERNARDINO  
92415 SAN BERNARDINO  
92418 SAN BERNARDINO  
92423 SAN BERNARDINO  
92424 SAN BERNARDINO  
92427 SAN BERNARDINO  
93516 BORON  
93562 TRONA  
93592 TRONA

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: June 15, 2010

Subject: Academic Personnel

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.

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
NORCO COLLEGE			
Linda Howdyshell	Interim Vice President, Academic Affairs	07/12/10	Contract

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty  
(None)

d. Department Chairs & Stipends, Academic Year 2010-11  
The individuals specified on the attached list.

e. Coordinator Assignments, Academic Year 2010-11  
The individuals specified on the attached list.

f. Extra-Curricular Assignments, Academic Year 2010-11  
The individuals specified on the attached list.

2. Summer Coaching Compensation

It is recommended the Board of Trustees approve the employment/compensation to the coaches specified on the attached list during a portion of the months of July and August for the purpose of planning their respective seasons, following up on activities relating to enrollment of students, and to accomplish the other necessary tasks so vital to a successful athletic program. The compensation is in accordance with Board Policy 7130 and not to exceed the number of hours indicated.

Report No.: V-A-1-a

Date: June 15, 2010

Subject: Academic Personnel

3. Notices of Employment – Academic Managers

\* It is recommended the Board of Trustees approve the notices of employment for the academic managers specified on the attached list, for the term of appointment indicated.

4. Notices of Employment – Faculty, Academic Year 2010-11

It is recommended the Board of Trustees approve the notices of employment for the academic year 2010-11 for the faculty specified on the attached list.

5. Notices of Employment – Faculty, Academic Years 2010-11 & 2011-12

It is recommended the Board of Trustees ratify the notices of employment for the academic years 2010-11 and 2011-12 for the faculty specified on the attached list.

6. Notices of Employment – Categorically-Funded Faculty

\* It is recommended the Board of Trustees approve the notices of employment for the term of appointment indicated for the faculty specified on the attached list.

7. Academic Administrator Employment Contracts

The Riverside Community College District, consistent with the provisions of Education Code Section 72411, allows academic administrators to be employed by the Governing Board of the District by an appointment or contract. It is recommended that the Board of Trustees approved the employment contracts on the attached list for academic years 2010-11 & 2011-12 and authorize the Vice Chancellor, Diversity & Human Resources to sign the contracts.

8. Salary Reclassifications

Board Policy 7160 establishes the procedures for professional growth and salary reclassification. The following employees have fulfilled the requirements of this policy.

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective July 1, 2010:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Damianita Dyogi	E	G
Sheila Pisa	E	F

Report No.: V-A-1-a

Date: June 15, 2010

Subject: Academic Personnel

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

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

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Mary Lange	Visiting Asst. Prof., Nursing	FMLA/CFRA	05/20/10

10. Request for Tenure

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for tenure by the fall semester of the fourth year.

It is recommended the Board of Trustees grant tenure to the following faculty.

RIVERSIDE CITY COLLEGE

<u>Name</u>	<u>Discipline</u>
Denise Indermuehle	Nursing

11. Nursing Grant Compensation Stipends Spring 2010

Riverside Community College District is the recipient of the Nursing Faculty Recruitment and Retention Grant. The intent of this grant is to assist colleges in responding to a nursing shortage by increasing the number of qualified nursing faculty at California Community Colleges and recruit and retain qualified nursing faculty. Part of the funds of this grant are to be used as longevity or shift differential stipends paid to qualified faculty.

It is recommended the Board of Trustees approve payment as indicated to the nursing faculty specified below in accordance with the Nursing Faculty Recruitment and Retention Grant.

<u>Name</u>	<u>Compensation Amount</u>	<u>Name</u>	<u>Compensation Amount</u>
LONGEVITY		SHIFT DIFFERENTIAL	
Alexander, Sharon	3,593.00	Howard, Lisa	449.00
Anderson, Kimberly	2,695.00	Huerta, Gloria	336.00
Huerta, Gloria	3,593.00	Kleveno, Karen	449.00
Indermuehle, Denise	2,695.00	Kroetz, Sabrina	112.00
Vermillion, Amy	2,695.00		

Report No.: V-A-1-a

Date: June 15, 2010

Subject: Academic Personnel

12. Separations

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

It is recommended the Board of Trustees ratify the resignations of the individuals below.

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Gaither Loewenstein	Vice President Educational Services	06/30/10	Resignation
John Johnston	Assistant Professor, English	06/30/10	Resignation
Daniel Vega	Assistant Professor, Counseling	06/30/10	Resignation
* Joyce Kim	Dir/Inst, Speech Lang Pathology	06/30/10	Resignation
Eileen Colapinto	Associate Professor, Counseling	06/11/10	Retirement
Arthur Dassow	Associate Professor, Counseling	12/18/10	Retirement
Sharon Gillins	Associate Professor, Film/TV/ Radio	12/31/10	Retirement
Jimmie Hill	Associate Professor, Counseling	06/11/10	Retirement
George Jiang	Associate Professor, ESL	12/31/10	Retirement
Wilma LaCava	Associate Professor, Nursing	12/31/10	Retirement
Mary Lange	Visiting Assistant Professor, Nursing	12/18/10	Retirement
* Lyons, Ann Marie	Associate Professor, Mathematics	06/30/10	Retirement
Michael Meyer	Associate Professor, English	12/31/10	Retirement
James Morrison	Associate Professor, Biology	06/10/10	Retirement
Phyllis Rowe	Professor, Nursing	12/31/10	Retirement
Mary Ryder	Visiting Assistant Professor, Counseling	06/11/10	Retirement
Fernando Salcedo	Professor, Spanish	12/31/10	Retirement
Linda Stonebreaker	Associate Professor, Reading	12/31/10	Retirement
Patrick Titus	Associate Professor, Counseling	06/11/10	Retirement
Lorraine Anderson	Dean, Admissions & Records	12/31/10	Retirement
Patricia Bufalino	Dean of Instruction	12/31/10	Retirement
Ola Jackson	Associate Dean, Teacher Preparation & Education	12/31/10	Retirement
Kristina Kauffman	Associate Vice Chancellor, Institutional Effectiveness	12/31/10	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: June 15, 2010

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 2200, the Chancellor recommends approval for the following:

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
(None)				

b. Management/Supervisory – Categorically Funded  
(None)

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
NORCO COLLEGE				
*Judith Rubi	Custodian	TBA	C-1	Appointment

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
RIVERSIDE CITY COLLEGE				
*Jacqueline Terriquez	Educational Advisor – Nursing (to be pro-rated at 75%)	08/02/10	M-1	Promotion
*Maria Williams	Culinary Laboratory Assistant	06/16/10	G-1	Appointment



Report No.: V-A-1-b

Date: June 15, 2010

Subject: Classified Personnel

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

The following classified employees have requested a temporary reduced workload during the 4/10 work schedule beginning June 14, 2010 through August 20, 2010. There will be no impact to employee medical benefits during this period.

It is recommended the Board of Trustees approve temporary reduced workloads beginning June 14, 2010 through August 20, 2010 for the following classified employees:

BEGINNING JUNE 14, 2010 – AUGUST 20, 2010

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Chambers, Ann	Administrative Assistant II	100%	80%
Fuller, Tabitha	Academic Evaluations Specialist	100%	90%

3. Request for Permanent Increase in Workload

It is recommended the Board of Trustees approve the request for a permanent increase in workload for Meriel Anderson-McDade, Occupational Education Assistant, from 75% to 100%, effective July 1, 2010. This request has the approval of the Riverside City College’s Vice President of Career and Technical Programs.

4. Request to Rescind Approval for Temporary Reduced Workload During the 4/10 Work Schedule

At its meeting of May 18, 2010, the Board of Trustees approved the request for a temporary reduced workload for Ms. Clara Garibay, Health Services Supervisor, from 100% to 80%. Ms. Garibay is requesting that the previous approval be rescinded. This request has the approval of the Director, Health Services.

Report No.: V-A-1-b

Date: June 15, 2010

Subject: Classified Personnel

5. Non-Continuance of Categorical Funds or Lack of Work

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to perform personnel actions, subject to final approval by the Board of Trustees. The positions on the attached list are no longer needed due to non-continuance of categorical funds or lack of work.

It is recommended the Board of Trustees approve the reduction in staffing through the elimination of this position, effective July 31, 2010, and the bumping due to seniority rights effective August 1, 2010.

ELIMINATION OF POSITIONS DUE TO LACK OF FUNDS AND/OR LACK OF WORK

<u>Position Title</u>	<u>District/College</u>
Administrative Assistant I (Economic Development) (1 position, .75 FTE)	Moreno Valley College

BUMPING DUE TO SENIORITY RIGHTS

Martinez, Linda	From: Administrative Assistant I (Economic Development) – 75% - Moreno Valley College To: Administrative Assistant I (Early Childhood Center) 50% - Riverside City College
Mirande, Michelle	From: Administrative Assistant I (Early Childhood Center) – 50% Riverside City College To: Clerk Typist (President’s Office) – 47.5% Riverside City College

Report No.: V-A-1-b

Date: June 15, 2010

Subject: Classified Personnel

6. Request to Change Bumping Due to Election to Not Exercise Bumping Rights

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to conduct certain personnel actions, subject to final approval by the Board of Trustees. On April 20<sup>th</sup>, the Board approved the elimination of the position of Administrative Assistant II (CACT) due to the elimination of funding. The incumbent has elected not to exercise her bumping rights and has elected to be placed on the 39-Month reemployment list. Given this request, it is recommended the Board of Trustees approve the changes to those impacted.

RESCIND BUMPING

Clark, Lauren                      From: Administrative Assistant II (CACT) – 100% District  
To: Administrative Assistant II (International Students) -  
100% - Riverside City College

RESCIND LAYOFF AND PLACEMENT ON 39-MONTH REEMPLOYMENT LIST

Wells, Joy                              Administrative Assistant II (International Students) – 100%  
Riverside City College

LAYOFF AND PLACEMENT ON 39-MONTH REEMPLOYMENT LIST

Clark, Lauren                      Administrative Assistant II (CACT) – 100% District

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

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

<u>Name</u>	<u>Title</u>	<u>Effective: or</u> <u>Retroactive to:</u>	<u>Leave Type</u>
Al-Ali, Howaida	Laboratory Technician II	June 2, 2010	CFRA/FMLA
Alvarez, Edward	Student Services Specialist	May 17, 2010	CFRA/FMLA
Robinson, Jacqueline	Counseling Clerk II	May 25, 2010	CFRA/FMLA

Report No.: V-A-1-b

Date: June 15, 2010

Subject: Classified Personnel

8. Positions Reclassified Due to Significant Job Content Changes (Classified and Confidential)

- \* At its meeting of August 18, 2009, the Board of Trustees approved the Memorandum of Understanding between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association. The MOU allowed a review opportunity for employees who disagreed with the content of their job description and resulting placement of their position on the new salary schedule as determined by the Classification Study. Requests which resulted in a change in placement are retroactive to the effective date of the implementation of the classification study, September 1, 2009. Classified confidential employees were also given the opportunity for review. All requests were reviewed by a Classification Study Review Committee and the positions that resulted in a change are included on the attached sheet.

9. Positions Reclassified Due to Significant Job Content Changes (Management)

At its meeting of June 16, 2009, the Board of Trustees approved a classification study for Management/Supervisory employees. In the report there was an opportunity for review of placement if the employee believed that the job evaluation process may have overlooked factors when comparing contents of their job. Any requests which resulted in a change in placement are retroactive to the effective date of the implementation of the classification study, September 1, 2009. All requests were reviewed by a Classification Study Review Committee and the positions that resulted in a change are included on the attached sheet.

10. Separations

Board policy 7350 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignations;

In is recommended the Board of Trustees receive, for information only, the resignation of the individuals listed below, effective at the end of the workday:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Allison, Angela	Upward Bound Coordinator	June 18, 2010	Resignation
Bangs, Gary	Custodian	July 31, 2010	Retirement
Bender, Kathleen	Accounting Technician	June 30, 2010	Retirement
Benjamin, Corliss	Food Service Worker IV	December 31, 2010	Retirement
Black, Mary	Manager, Food Services	December 31, 2010	Retirement
Cravatt, Ben	Custodian	December 31, 2010	Retirement
Day, Gail	Cosmetology Operations Assistant	December 31, 2010	Retirement
Galvan, Henry	Senior Custodian	June 30, 2010	Retirement
Godwin, Edward	Director, Administrative Services	December 31, 2010	Retirement
Goulsby, Sandra	Assist Dir, Admissions & Records	December 31, 2010	Retirement
Hickey, Jennifer	Safety & Police Dispatch Clerk	May 15, 2010	Resignation
Middlesworth III, William	Officer, Safety and Police	June 3, 2010	Retirement

Report No.: V-A-1-b

Date: June 15, 2010

Subject: Classified Personnel

10. Separations (Continued)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Parker, Mary	Administrative Assistant	June 30, 2010	Retirement
Richardson, Michelle	Custodian	June 4, 2010	Resignation
Rogers, Henry	Director, CACT	June 30, 2010	Retirement
Romali, Reagan	Vice President, Business Services	June 4, 2010	Resignation
Slayton, Deborah	Procurement Specialist	December 31, 2010	Retirement
Soules, Lynne	Clerk Typist	June 1, 2010	Retirement
Sowell, Doretta	Purchasing Manager	June 30, 2010	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-c

Date: June 15, 2010

Subject: Other Personnel

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 Expert Services

Pursuant to Ed Code 88003, a professional expert is any person who is employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve the Professional Expert Services Agreement with Darrin Chiaverini as an Assistant Head Football Coach, per the terms and conditions of the attached agreement, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Report No.: V-A-1-c

Date June 15, 2010

Subject: Classified Personnel

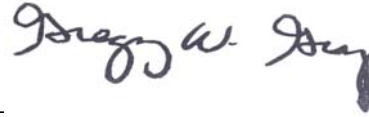
Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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Gregory W. Gray  
Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Tom Harris  
Acting President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs

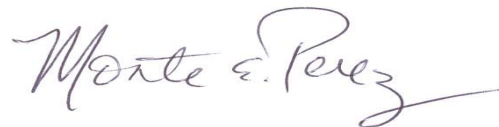


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Brenda Davis  
President, Norco Campus

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James Buysse  
Vice Chancellor, Administration and Finance  
and Finance



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Monte Perez  
President, Moreno Valley Campus

DEPARTMENT CHAIRS AND STIPENDS  
 ACADEMIC YEAR  
 2010-11

		Chair Stipend	Additional Stipend
<b>MORENO VALLEY COLLEGE</b>			
Business and Information Systems Technology	Matthew Barboza	100%	
Assistant Chair	Michael McQuead	0%	
Communications	Anna Maria Amezquita	100%	
Assistant Chair	Lori Ogata	0%	
Assistant Chair	Jeff Rhyne	0%	
Assistant Chair	Olga Dumer	0%	
Health, Human & Public Services	Delores Middleton	100%	\$1,515
Assistant Chair	James Banks	0%	
Assistant Chair	Kim Metcalfe	0%	
Assistant Chair	Donna Lesser	0%	
Humanities and Social Sciences	Gregory Elder	100%	
Assistant Chair	Fabian Biancardi	0%	
Assistant Chair	Rosario Mercado	0%	
Assistant Chair	Sal Soto	0%	
Mathematics, Sciences and Physical Education	Felipe Galicia	100%	
Assistant Chair	Stephen Wagner	0%	
Assistant Chair	James Namekata	0%	
Public Safety Education and Training	Natalie Hannum	100%	\$1,515
<b>NORCO COLLEGE</b>			
Arts, Humanities and World Languages	Dina Humble	50%	
Assistant Chair	Dominique Hitchcock	50%	
Business, Engineering & Information Technology	Edward (Todd) Wales	50%	
Co-Chair	Patricia Worsham	50%	
Assistant Chair	Judy Perry	0%	
Communications	Melissa Bader	100%	
Assistant Chair	Margarita Shirinian	0%	
Mathematics and Sciences	Jason Rey	62%	
Assistant Chair	Phu Tran	Fall 9.5%	
Assistant Chair	Joe Eckstein	Spring 9.5%	
Assistant Chair	Tim Wallstrom	19%	
Social and Behavioral Sciences	Carol Farrar	100%	
Assistant Chair	Peter Boelman	0%	
Assistant Chair	David Payan	0%	



DEPARTMENT CHAIRS AND STIPENDS  
 ACADEMIC YEAR  
 2010-11

		Chair Stipend	Additional Stipend
RIVERSIDE CITY COLLEGE			
Applied Technology	Paul O'Connell	66.60%	
Assistant Chair	Yuri Ulloa	33.30%	
Assistant Chair	Dave Slocum	0%	
Art	Steve Horn	100%	
Behavioral Sciences	Richard Davin	100%	
Business and Information Systems & Technology	Ron Pardee	40%	
Co-Chair	Paul (Chip) Herzig	40%	
Co-Chair	Janet Lehr	20%	
Chemistry	Ellen Kime-Hunt	100%	
Cosmetology	Peter Westbrook	100%	
Counseling	Micheal Barnes	100%	
Early Childhood Education	Shari Yates	100%	
Economics, Geography, Political Science	Dariush Haghghat	100%	
English	Tim Brown	40%	\$1,515
Assistant Chair	Joan Gibbons-Anderson	20%	
Assistant Chair	Diane Solorzano	20%	
Assistant Chair	Carla Reible	20%	
History, Humanities, Philosophy	Kristi Woods	100%	
Assistant Chair	Rom Masterson	0%	
Library	Hayley Ashby	100%	
Life Sciences	John Rosario	33.3%	
Assistant Chair	Virginia White	33.3%	
Assistant Chair	Elisabeth Thompson-Eagle	33.3%	
Mathematics	Susan Mills	50%	
Assistant Chair	Kenneth Cramm	50%	
Nursing	Kimberly Reimer	50%	\$758
Assistant Chair	Tammy VantHul	50%	\$758
Performing Arts	Rita Chenoweth	33.3%	
Assistant Chair	Jodi Julian	33.3%	
Assistant Chair	Charles Richard	33.3%	
Physical Education	Steve Sigloch	100%	
Assistant Chair	Kathy Farris	0%	
Physical Science	Scott Blair	100%	
World Languages	Diana MacDougall	100%	
Assistant Chair	Dorothy Gaylor	0%	

COORDINATOR ASSIGNMENTS  
ACADEMIC YEAR  
2010-2011

Activity	Name
Assessment, Moreno Valley	Carlos Tovares
Assessment, Norco	Arend Flick
Assessment, Riverside	Jim Elton
Faculty Development, Moreno Valley	Carlos Tovares
Faculty Development, Norco	Arend Flick
Faculty Development, Riverside	Amber Casolari
Honors Program, Moreno Valley	Christopher Rocco
Honors Program, Norco	Carol Farrar
Honors Program, Riverside	Kathleen Sell
International Education	Jan Schall
Math Lab, Norco	Bob Prior
Math Lab, Riverside	Pam Whelchel (50%)
Math Lab, Riverside	Kathy Nabours (50%)
Math Lab, Moreno Valley	Fen Johnson
Performing and Fine Arts	Jasminka Knecht
Student Services, Riverside	Doug Graham
Student Services, Riverside	Deborah Hall
Student Services, Moreno Valley	Frankie Moore
Student Services, Norco	Dimitrios Synodinos
Vocational Outreach	Delores Middleton
Writing and Reading Center, Moreno Valley	Jeff Rhyne
Writing and Reading Center, Norco	Melissa Bader
Writing and Reading Center, Riverside	Denise Kruizenga-Muro

EXTRA-CURRICULAR ASSIGNMENTS  
ACADEMIC YEAR  
2010-2011

Activity	Name
Head Baseball Coach	Dennis Rogers
Assistant Baseball Coach	Rudolph Arguelles
Assistant Baseball Coach	Eduardo Cornejo
Head Basketball Coach, Men	John Smith
Assistant Basketball Coach, Men	Anthony Tyson
Assistant Basketball Coach, Women	Tyresha Calhoun
Head Cross Country Coach, Men	James McCarron
Head Football Coach	Thomas Craft
Assistant Football Coach	Daniel Lynds
Assistant Football Coach	Steven Silberman
Assistant Football Coach	John Bonaventura
Assistant Football Coach	Donald Johnson
Assistant Football Coach	Mike Richey
Assistant Football Coach	Londell Ramsey
Assistant Football Coach	Daniel Barlage
Assistant Football Coach	John Reed
Assistant Football Coach	Michael Tohuy
Head Golf Coach	Steven Sigloch
Head Soccer Coach, Men	Francisco Melgarejo
Assistant Soccer Coach	Jose Moreno
Head Soccer Coach, Women	Lynsey Jalayer
Assistant Soccer Coach	Shayon Jayler
Head Fastpitch Coach	Michelle Daddona
Assistant Fastpitch Coach	Jose Ortega
Head Swimming Coach, Women	David Almquist
Head Swimming Coach, Men	Douglas Finfrock
Assistant Swimming Coach, Women	Sarah Quite
Assistant Swimming Coach, Men	Thomas Borden
Assistant Diving Coach, Swim	James Adams
Head Tennis Coach, Men	William Elton
Head Tennis Coach, Women	Nikki Bonzoumet
Head Track Coach, Men	James McCarron
Assistant Track Coach	Duverick Wiley
Assistant Track Coach	Damien Smith
Assistant Track Coach	Scott Hutchison
Assistant Track Coach	Gregorey Magee
Assistant Track Coach	Abderrahmane Marcelli
Head Volleyball Coach	Monica Hayes-Trainer
Assistant Volleyball Coach	Stephen Kaas
Head Water Polo Coach, Men	Richard Hass
Head Water Polo Coach, Women	David Almquist
Assistant Water Polo Coach, Men	Jason Northcott
Assistant Water Polo Coach, Women	Douglas Finfrock
Assistant Director of Athletics	Clara Lowden

EXTRA-CURRICULAR ASSIGNMENTS  
ACADEMIC YEAR  
2010-2011

Activity	Name
Strength Coach	TBA
Advisor to College Newspaper	Allan Lovelace
Auxiliary Unit	Gary Locke
Director of Marching Band	Gary Locke
Director of Jazz Band	Charlie Richard
Director of Choir	Dina Humble
Director of Choir (Vocal Jazz and Chamber)	John Byun
Director of Dance	Jo Dierdorff
Director of Dance	Rita Chenoweth
Director of Dance	Mark Haines
Director of Dance	Sofia Carreras
Director of Performing Arts (Winds and Orchestra)	Kevin Mayse
Director of Performing Arts (Guitar)	Peter Curtis
Director Automotive Programs (Ford Asset)	Yuri Ulloa
Director Automotive Programs (GM)	Stephen Kennedy
Director Automotive Programs (General Automotive)	Paul O'Connell
Director, Production Printing	Rich Finner
Director, Physical Science Stock Room	Terry O'Neill
Director, Planetarium	Scott Blair
Director, Forensics	TBA
Director, Pep Squad	Rachelle Fawcett
Model United National Coach	Ward Schinke

## SUMMER COACHING COMPENSATION

Activity	Name	No. of Hours
Head Cross Country & Track Coach (M)	James McCarron	160
Head Cross Country & Track Coach (W)	Michael Barbee	160
Head Volleyball Coach	Monica Hayes-Trainer	160
Head Baseball Coach	Dennis Rogers	160
Head Basketball Coach (W)	Alicia Berber	160
Head Fast pitch Coach	Michelle Daddona	160
Head Swimming and Water Polo Coach (W)	David Almquist	160
Head Football Coach	Thomas Craft	160
Assistant Football Coach	Darrin Chiaverini	120
Assistant Football Coach	Daniel Lynds	90
Assistant Football Coach	Steven Silberman	90
Assistant Football Coach	John Bonaventura	90
Assistant Football Coach	Donald Johnson	90
Assistant Football Coach	Mike Richey	90
Assistant Football Coach	Londell Ramsey	90
Assistant Football Coach	Daniel Barlage	90
Assistant Football Coach	John Reed	90
Assistant Football Coach	Mike Tohui	90
Head Golf Coach	Steven Sigloch	80
Head Soccer Coach (M)	Francisco Melgarejo	80
Head Soccer Coach (W)	Lynsey Jalayer	80
Head Tennis Coach (M)	William Elton	80
Head Tennis Coach (W)	Nikki Bonzoumet	80
Head Water Polo Coach	Richard Hass	80
Head Swimming Coach	Douglas Finfrock	80

**NOTICES OF EMPLOYMENT ACADEMIC MANAGERS**

<u>Name</u>	<u>Position</u>	<u>Term of Appointment</u>
<b>MORENO VALLEY COLLEGE</b>		
Burnett, Daria	Dean, Student Support Services	07/01/10 - 06/30/11
Conyers, Lisa	Vice President, Academic Affairs	07/01/10 - 06/30/11
Isaac, Wolde-Ab	Instructor/Dean, Health Sciences Programs	07/01/10 - 06/30/11
Tenpas, Cynthia	Dean, Library/Learning Resources	07/01/10 - 06/30/11
Chavez, Maureen	Associate Dean, Grants and College Support Programs	07/01/10 - 06/30/11
Vega, William	Activity Director, CCRAA Hispanic Serving Institution Grant	07/01/10 - 06/30/11
Bufalino, Patricia	Dean of Instruction	07/01/10 - 12/31/10
Yoshinaga, Ann	Director, Public Safety Education & Training	07/01/10 - 06/30/11
<b>NORCO COLLEGE</b>		
Nance, Damon	Dean, Library/Learning Resources	07/01/10 - 06/30/11
Dieckmeyer, Diane	Dean of Instruction	07/01/10 - 06/30/11
Green-Cochrane, Monica	Dean, Student Services	07/01/10 - 06/30/11
Nery, Annebelle	Associate Dean, Student Success	07/01/10 - 06/30/11
McAllister, Lisa	Director, Health Services	07/01/10 - 06/30/11
Uesugi, Koji	Associate Dean, Special Funded Programs	07/01/10 - 06/30/11
<b>RIVERSIDE CITY COLLEGE</b>		
Hanson, Virginia	Dean of Instruction	07/01/10 - 06/30/11
Schwerdtfeger, Patrick	Vice President, Academic Affairs	07/01/10 - 06/30/11
Fradkin, Bernard	Dean, Technology & Learning Resources	07/01/10 - 06/30/11
Alvarado, Cecilia	Director, EOPS	07/01/10 - 06/30/11
Anderson, Lorraine	Dean, Admissions and Records	07/01/10 - 12/31/10
* Marks, Jill	Project Director, Gateway to College	07/01/10 - 06/30/11
<b>DISTRICT</b>		
Jackson, Ola	Associate Dean/Director, Service Learning	07/01/10 - 12/31/10
Kimberling, Renee	Director, Health Services	07/01/10 - 06/30/11
McCroskey, Paula	Dean, Disabled Student Programs and Services	07/01/10 - 06/30/11
Kauffman, Kristina	Associate Vice Chancellor, Institutional Effectiveness	07/01/10 - 12/31/10

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name

Surekha Acharya

Huda Aljord

Thomas Allen

David Almquist

Anna Marie Amezquita

Tucker Amidon

Khalil Andacheh

Kimberly Anderson

Kristine Anderson

Joe Anguiano

Rudolph Arguelles

Hayley Ashby

David Avalos

Patricia Avila

Melissa Bader

David Baker

Amy Balent

James Banks

Robert Baradaran

Matthew Barboza

Micheal Barnes

Rex Beck

Douglas Beckstrom

Cindy Bendshadler

Daniel Bernier

Shailesh Bhatia

Debadarshi Bhattacharya

Fabian Biancardi

Scott Blair

Peter Boelman

Nikki Bonzoumet

Douglas Bowen

Linda Braiman

Kelly Brautigam

Steven Brewster

Celia Brockenbrough

Kathryn Brooks

Catherine Brotherton

Amanda Brown

Ellen Brown

Jami Brown

Scott Brown

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name

Timothy Brown

William Brown

Larisa Broyles

Gregory Burchett

Sarah Burnett

Robert Burris

Linda Bushman

John Byun

Sofia Carreras

Thatcher Carter

Amber Casolari

Deborah Cazares

Stacey Cerwin-Bates

Rosina Chacon

Michael Chaks

Achinta Chatterjee

James Cheney

Rita Chenoweth

Winston Chi

Jill Christiansen

Elisa Chung

Daniel Clark

Ross Clark

Michael Cluff

Marie Colucci

Tami Comstock

Diane Conrad

Gerald Cordier

John Coverdale

Kenneth Cramm

Sharon Crasnow

James Cregg

Michael Cryder

Peter Curtis

Michelle Daddona

Arthur Dassow

Richard Davin

Leslie Dean

Joseph DeGuzman

Monica Delgadillo-Flores

Tamra Dibenedetto

Joanne Dierdorff



NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name  
Kelly Douglass  
Sean Drake  
Olga Dumer  
Jose Duran  
Damianita Dyogi  
Joseph Eckstein  
Gregory Elder  
Stacie Eldridge  
Andres Elizalde  
William Elton  
Carol Farrar  
Katheryn Farris  
Matthew Fast  
Evangeline Fawson  
Richard Finner  
Arend Flick  
Mary Flyr  
Robert Fontaine  
Sandra Fontana  
Gerard Forlenza  
Donald Foster  
Nicholas Franco  
Siobhan Freitas  
Janet Frewing  
Teresa Friedrich Finnern  
George Gage  
Felipe Galicia  
Nancy Gall  
Carlos Garcia  
Steven Garcia  
Dorothy Gaylor  
Joan Gibbons-Anderson  
Travis Gibbs  
Sharon Gillins  
Cynthia Gobatie  
Douglas Graham  
Alexis Gray  
Ravelle Lyn Greene  
Bobbie Grey  
Edgar Ivan Gutierrez  
Monica Gutierrez  
Dariush Haghight

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name

Mark Haines

Barbara Hall

Deborah Hall

Lewis Hall

Shannon Hammock

Natalie Hannum

Lisa Hausladen

Kathy Havener

Scott Herrick

Paul Herzig

Dominique Hitchcock

Cheryl Honore

John Hopkins

Stephen Horn

Lin Howard

Lisa Howard

Tonya Huff

Lidia Hulshof

Dina Humble

Denise Indermuehle

Susan Ingham

Chie Ishihara

Ali Issa

Charlene Jeter

Robert Jew

George Jiang

Gary Jimenez

Brian Johnson

Fen Johnson

LaNeshia Judon

Jodi Julian

Terry Keiser

Kathryn Kelly

Stephen Kennedy

Joyce Kim

William Kim

Ellen Kime-Hunt

Anita Kinser

Jasminka Knecht

James Knieriem

Elena Kobzeva-Herzog

Lani Kreitner

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name  
Stephany Kyriakos  
Wilma LaCava  
Mary Legner  
Janet Lehr  
Mark Lehr  
Gloria Leifer Hartston  
Jacqueline Lesch  
Donna Lesser  
Juliana Leung  
Mark Lewis  
Ellen Lipkin  
Gary Locke  
Dwight Lomayesva  
Rebecca Loomis  
Allan Lovelace  
Clara Lowden  
Stephanie Lowry  
Ann Marie Lyons  
Diana MacDougall  
Richard Mahon  
Deborah Makin  
Diane Marsh  
Shara Marshall  
Dayna Mason  
Romulus Masterson  
Peter Matsos  
Kevin Mayse  
James McCarron  
Scott McLeod  
Michael McQuead  
Rosario Mercado  
Kim Metcalfe  
Michael Meyer  
Delores Middleton  
David Mills  
Susan Mills  
Carol Miter  
Melvin Moncrieff  
Barbara Moore  
Frankie Moore  
Paul Moores  
Herbert Morales

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name

Cynthia Morrill

Jodi Mowrey

Kathy Nabours

James Namekata

David Nelson

Lee Nelson

Lisa Nelson

Christopher Nollette

Sonya Nyrop

Paul O'Connell

Lorraine Ogata

Ana Marie Olaerts

Terrence O'Neill

Brit Osgood-Treston

Maria Pacheco

Ronald Pardee

Steve Park

Alfred Parker

Bonnie Pavlis

David Payan

Larry Pena

Judy Perry

Samuel Pessah

Ann Pfeifle

Michele Pfenninger

William Phelps

Sheila Pisa

Robert Prior

Carol Quin

Bonavita Quinto-MacCallum

Rosa Ramos

Carla Reible

Miguel Reid

Debra Renfrow

Jason Rey

Joseph Reynolds

Jeffrey Rhyne

Charles Richard

Kari Richards-Dinger

Richard Ries

Andy Robles

Christopher Rocco

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name  
Richard Rodman  
Nicholas Rodriguez  
Dennis Rogers  
Clarence Romero  
John Rosario  
Phyllis Rowe  
Rogelio Ruiz  
Ronald Ruiz  
Fernando Salcedo  
Marc Sanchez  
Victor Sandoval  
Rosemarie Sarkis  
Kathleen Saxon  
Janice Schall  
Ward Schinke  
Donna Schutte  
Kathleen Sell  
Mark Sellick  
John Seniguar  
Margarita Shirinian  
Steven Sigloch  
Karin Skiba  
David Slocum  
Mitzi Sloniger  
Deborah Smith  
Heather Smith  
John Smith  
Diane Solorzano  
Salvador Soto  
Jason Spangler  
Susan St. Peters  
Paula Stafford  
Frank Stearns  
Charles Sternburg  
Walter Stevens  
Rachel Stone  
Linda Stonebreaker  
Takashi Suzuki  
Dimitrios Synodinos  
Rhonda Taube  
August Tedesco  
Teresa Thetford

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name

James Thomas

Eric Thompson

Oliver Thompson

Elisabeth Thompson-Eagle

Margaret Tjandra

Adviye Tolunay Ryan

Sandra Torre

Charles Tovares

Phu Tran

Leo Truttmann

I-Ching Tsai

Sheryl Tschetter

Patricia Tutor

Stanley Tyler

Yuri Ulloa

Paul Van Hulle

Tammy VantHul

Amy Vermillion

Stephen Wagner

Thomas Wagner

Edward Wales

Timothy Wallstrom

Joanna Werner-Fraczek

Peter Westbrook

Pamela Whelchel

Virginia White

Ingrid Wicken

Micherri Wiggs

Don Wilcoxson

Edward Williams

Cheryl Willie

Beverly Wimer

Marc Wolpoff

Kristi Woods

Patricia Worsham

Charles Wyckoff

Sharon Yates

Elizabeth Yglecias

Alexander Ygloria

Ron Yoshino

John Young

Gwendolyn Yount

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEAR 2010-11

Incumbent Name  
Valarie Zapata  
Gail Zwart

NOTICES OF EMPLOYMENT  
FACULTY  
ACADEMIC YEARS 2010-11 & 2011-12

Incumbent Name

Marsha Brown

Nicolae Baciuna

Peggy Campo

Antonio Curtis

Shelly Dawson

Preston Galusky

Laura Greathouse

John Grenfell

Monica Hayes-Trainer

Jeanne Howard

Denise Kruizenga-Muro

Jeffrey Mulari

Paul Richardson

Estrella Romero

Clifford Ruth

Jo Scott-Coe

Nicole Snitker

Jarrold Williamson

Chui Yao



**NOTICES OF EMPLOYMENT  
CATEGORICALLY FUNDED FACULTY**

<b>Name</b>	<b>Term of Appointment</b>
Sharon Alexander	07/01/10 – 06/30/11
Janet Leigh Cordery	07/01/10 – 06/30/11
Michael Estrada	07/01/10 – 06/30/11
Emily Hartop	07/01/10 – 09/30/10
Gloria Huerta	07/01/10 – 06/30/11
Sabrina Kroetz	07/01/10 – 06/30/11
Mary Lange	07/01/10 – 12/18/10
Karyn Magno	07/01/10 – 06/30/11
Daniele Ramsey	07/01/10 – 09/30/10
Garth Schultz	07/01/10 – 09/30/10
Jeffie Townsell	07/01/10 – 06/30/11
Silvia Trejo	07/01/10 – 06/30/11
* Sylvia Stone	07/01/10 – 06/30/11

ACADEMIC ADMINISTRATOR EMPLOYMENT CONTRACTS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
<b>MORENO VALLEY COLLEGE</b>			
Vincent, Eugenia	Dean, Student Financial Services	07/01/10	Contract
Briggs, Cordell	Dean, Public Safety Education and Training	07/01/10	Contract
<b>NORCO COLLEGE</b>			
DiThomas, Deborah	Vice President, Student Services	07/01/10	Contract
<b>RIVERSIDE CITY COLLEGE</b>			
Camak, Shelagh	Exec Dean of Workforce and Resource Development	07/01/10	Contract
Vito, Ron	Vice President, Career and Technical Programs	07/01/10	Contract
Moghaddam, Bobby	Director, Hospitality and Culinary Arts Programs	07/01/10	Contract
Whitaker, Debbie	Associate Dean, Early Childhood Education	07/01/10	Contract
Baker, Sandra	Dean, School of Nursing	07/01/10	Contract
Meier, Barry	Dean, Physical Education & Athletics	07/01/10	Contract
Martinez- Flores, Marilyn	Dean of Academic Support	07/01/10	Contract
Bush, Edward	Vice President, Student Services	07/01/10	Contract
<b>DISTRICT</b>			
Thomas, Sylvia	Associate Vice Chancellor, Instruction	07/01/10	Contract
Torres, David	Dean, Institutional Research	07/01/10	Contract
Brady, Glen	Director, Distance Education/ Open Campus	07/01/10	Contract
Keeler, Richard	Director, Grants	07/01/10	Contract
Martinez, Daniel	Associate Dean, Institutional Research	07/01/10	Contract
Bajaj,Raj	Dean, Institutional Reporting & Academic Services	07/01/10	Contract
Tillquist, John	Dean, Economic Development	07/01/10	Contract

POSITIONS RECLASSIFIED DUE TO SIGNIFICANT JOB CONTENT CHANGES  
(CLASSIFIED AND CONFIDENTIAL)

<u>Change in Grade and/or Title</u>	<u>Incumbent(s)</u>
Accounting Technician Change in Grade from Grade M to Grade N	Michelle Arnold, Kathleen Bender
Adaptive Technology/Alternate Media Support Coordinator Change in Grade from Grade N to Grade O	Brian Brautigam
Assessment Specialist (New Title) Former Title: Educational Advisor Grade M (No change in Grade)	Isabel Alanis, Ignacio Alvarez, Sharon Drake
Assistant Cashier/Clerk Change in Grade from Grade E to Grade G	Elia Blount
Auxiliary Business Services Clerk (New Title) Former Title: Cashier Clerk (Aux Bus Svcs) Grade G (No change in Grade)	Cynthia Valenzuela
Benefits Specialist (New Title) Former Title: Insurance Technician Change in Grade from Grade L to Grade M	Pauline Castro
Business Systems Analyst (New Title) Former Title: User Support Coordinator Grade R (No change in Grade)	Cynthia Conley, Jose Escoto, Eric Muehlebach, Beth Watts
Certified Athletic Trainer Change in Grade from Grade N to Grade O	Todd Babcock, Maria Castro, Guido Sendowsky
Computer Laboratory Specialist (New Title) Former Title: Computer Laboratory Assistant Change in Grade from Grade G to Grade K	Thomas Tetirick
Cosmetology Operations Assistant (New Title) Former Title: Cosmetology Receptionist Cashier Grade G (No change in Grade)	Gail Day, Jessica Lynd
Grants Writer Change in Grade from Grade P to Grade R	Rebecca Crippin

Positions Reclassified Due to Significant Job Content Changes (Cont'd)

Change in Grade and/or Title

Incumbent(s)

Human Resources Specialist II  
 Change in Grade from Grade K to Grade L

Susan Brucks, Yami Chavez,  
 Tamara Medina, Hetal Patel,  
 Ann Tewahaftewa

Human Resources Specialist III  
 Change in Grade from Grade L to Grade M

Susan Boling

IDS/Senior Citizen Education Program  
 Coordinator (New Title)  
 Former Title: Instructional Department Specialist  
 Grade K (No change in Grade)

Sandy Noll Dougherty

Instructional Technology Specialist (New Title)  
 Former Title: Instructional Support Specialist  
 Grade K (No change in Grade)

Jefferson Tiangco

Library Systems/Network Coordinator (New Title)  
 Former Title: Library Systems Coordinator  
 Change in Grade from Grade N to Grade P

Chi-Chih Hwang

Library Technical Assistant II (Moreno Valley)  
 Former Title: Library Technical Assistant I  
 Change in Grade from Grade I to Grade J

Tonette Brown

Mailroom Coordinator  
 Change in Grade from Grade F to Grade G

Adelaida Villanueva

Maintenance Helper  
 Change in Grade from Grade F to Grade G

Alejandro Aldasoro,  
 Mark Kaptur, Michael King

Maintenance Mechanic (Carpenter)  
 Change in Grade from Grade J to Grade K

Richard Bowen

\* Maintenance Mechanic (General) – New Title  
 Grade L (No change in Grade)

George Salas, Gary Morris,  
 Vasile Grecu

Maintenance Mechanic (Locksmith)  
 Change in Grade from Grade H to Grade K

Kevin Shepler

Maintenance Mechanic (Painter)  
 Change in Grade from Grade H to Grade I

Anthony Calvillo, Louis Marquez

Positions Reclassified Due to Significant Job Content Changes (Cont'd)

<u>Change in Grade and/or Title</u>	<u>Incumbent(s)</u>
* Maintenance Mechanic (Plumber/Boiler Repair) Change in Grade from Grade J to Grade L	Marc Carbajal
Network Communications Specialist (New Title) Former Title: Network Specialist (Data) Change in Grade from Grade P to Grade R	Kathryn Paschke
Network Specialist – Data Systems Security (New Title) Former Title: Network Specialist (Data) Change in Grade from Grade P to Grade R	John Berry
Network Specialist – Infrastructure Management (New Title) Former Title: Network Specialist (Data) Change in Grade from Grade P to Grade R	Carla Miano
Nursing Enrollment Evaluations Specialist (New Title) Former Title: Nursing Enrollment Technician Change in Grade from Grade I to Grade K	Steven Purdy
Nursing Simulation Lab Specialist (New Title) Former Title: Nursing Simulation Lab Asst. Change in Grade from Grade J to Grade K	Isaac Dannelley
Production Printer Change in Grade from Grade H to Grade K	Patricia Fulk, Daniel Gregory, John Leonti
Production Printing Specialist Change in Grade from Grade K to Grade M	Everett Long
Risk Management Technician (New Title) Former Title: Administrative Secretary II Grade K	Veronica Mendoza
Student Financial Services Analyst Change in Grade from Grade L to Grade M	Angela Creighton, Paula Farish, Jana Gray, Nicole Lynch, Antoineta Zubia
Student Financial Services Officer Change in Grade from Grade N to Grade P	Kathleen McKennan

Positions Reclassified Due to Significant Job Content Changes (Cont'd)

<u>Change in Grade and/or Title</u>	<u>Incumbent(s)</u>
Student Financial Services Outreach Specialist Change in Grade from Grade I to Grade J	Nelya Castro
Student Services Specialist Change in Grade from Grade I to Grade J	Lilia Acevedo, Edward Alvarez, Helen Byrne, Lorenzo Hernandez
Systems Administrator Change in Grade from Grade T to Grade U	Pedro Cruz
Telephone Systems Account Specialist (New Title) Former Title: Telephone Systems Account Clerk Change in Grade from Grade G to Grade M	Gary Storer
Television Production Studio Specialist Change in Grade from Grade L to Grade N	Fred Tedesco
Theater Box Office Coordinator (New Title) Former Title: Theater Box Office Specialist Change in Grade from Grade G to Grade K	Jennifer Lawson
Tutorial Services Technician (New Title) Former Title: Tutorial Services Clerk (Moreno Valley and Norco Only) Change in Grade from Grade G to Grade M	Tamara Caponetto Donna Plunk
Veterans Services Specialist (New Title) Former Title: Veterans Services Technician Change in Grade from Grade L to Grade N	Helena Largent
Web Applications Developer Change in Grade from Grade Q to Grade R	Michael Juan

POSITIONS RECLASSIFIED DUE TO SIGNIFICANT JOB CONTENT CHANGES  
(MANAGEMENT)

<u>Change in Grade and/or Title</u>	<u>Incumbent(s)</u>
Associate Dean, Institutional Research Change in Grade from Grade R to Grade T	Daniel Martinez
Associate Director, Grants Change in Grade from Grade R to Grade S	Colleen Molko
Dean, Library/Learning Resources (MV/Nor) Former Title: Associate Dean, Library/ Learning Resources Change in Grade from Grade V to Grade X	Damon Nance, Cid Tenpas
Director, Grants Change in Grade from Grade T to Grade U	Richard Keeler
Payroll Manager Change in Grade from Grade R to Grade T	Khaled Khalil
Project Director, Gateway to College/ECHS Change in Grade from Grade S to Grade T	Jill Marks

SUBSTITUTE ASSIGNMENTS

**AMENDED\***

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
*Haggard, Doris	Clerical Hourly - Student Services	07/01/10-11/30/10	\$29.63/hour
Alcantar, Cynthia	Clerical, Substitute	07/12/10-09/09/10	\$26.74/hour
Cyiark, Thomas	Clerical, Substitute	07/13/10-08/27/10	\$15.45/hour
Horn, Lisa	Clerical, Substitute	07/01/10-12/31/10	\$24.55/hour
Martinez, Jimmy	Clerical, Substitute	07/01/10-12/31/10	\$24.55/hour
McLaughlin, Devin	Clerical, Substitute	07/01/10-12/31/10	\$24.55/hour
McLaughlin, Ian	Clerical, Substitute	07/01/10-12/31/10	\$24.55/hour
Valenzuela, Shannon	Clerical, Substitute	07/01/10-10/15/10	\$16.89/hour
Garibay, Angel	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Guevara, Reiner	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Martinez, Edmund	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Munoz, Irma	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Najar, Juan	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Valdez, Marcos	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Zarate, Ruben	Custodian, Substitute	07/01/10-12/31/10	\$15.45/hour
Alvarez, Steven	Groundsperson, Substitute	07/01/10-12/31/10	\$16.89/hour
Curiel, Roberto	Groundsperson, Substitute	07/01/10-12/31/10	\$16.89/hour
Lopez, Jorge	Groundsperson, Substitute	06/16/10-12/31/10	\$16.89/hour
Lopez, Jorge	Groundsperson, Substitute	07/01/10-12/31/10	\$16.89/hour
Martinez, Steven	Groundsperson, Substitute	07/01/10-12/31/10	\$16.89/hour
Ott, Justin	Groundsperson, Substitute	07/01/10-12/31/10	\$16.89/hour
Guzman, Jesus	Warehouse Assistant, Substitute	07/01/10-12/31/10	\$16.07/hour
Sanchez, Diego	Warehouse Assistant, Substitute	07/01/10-12/31/10	\$16.07/hour
Vega-Castillo, Jose	Warehouse Assistant, Substitute	07/01/10-12/31/10	\$16.07/hour



SHORT-TERM POSITIONS

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Bow, Holly	Academy Coordinator	07/01/10-12/31/10	\$25.00/hour
*Bradshaw, Lee Ann	Academy Coordinator	07/01/10-12/31/10	\$25.00/hour
*Lochard, Armone	Academy Coordinator	06/30/10-06/30/10	\$25.00/hour
Lochard, Armone	Academy Coordinator	07/01/10-12/31/10	\$25.00/hour
Soltz, Stephen	Academy Coordinator	07/01/10-12/31/10	\$25.00/hour
Tsuha, Shigueru	Academy Coordinator	07/01/10-12/31/10	\$25.00/hour
Ybarra, Tommy	Academy Coordinator	07/01/10-12/31/10	\$25.00/hour
Nabours, Greg	Accompanist III	07/01/10-09/30/10	\$30.00/hour
Rader, Marilyn	Accompanist III	07/01/10-08/31/10	\$30.00
Brown, Leslie	Art Gallery Coordinator	07/01/10-08/31/10	\$25.00/hour
Johnson, Donald	Assistant Football Coach	08/15/10-12/31/10	\$3859/season
Reed, John	Assistant Football Coach	08/15/10-12/31/10	\$3859/season
Barger, Brooke	Assistant Pool Manager	07/01/10-08/05/10	\$10.50/hour
Finfrock, Douglas	Assistant Pool Manager	07/01/10-08/05/10	\$10.50/hour
*Valencia, Imelda	Children's Center Lab Assistant	07/01/10-12/31/10	\$9.00/hour
Stoever, Christopher	Classroom Assistant	06/01/10-06/30/10	\$10.00/hour
Stoever, Christopher	Classroom Assistant	07/01/10-12/31/10	\$10.00/hour
Tenette, Alyson	Classroom Assistant	06/16/10-06/30/10	\$10.00/hour
Tenette, Alyson	Classroom Assistant	07/01/10-12/31/10	\$10.00/hour
Johnson, Donald	Coaches, Summer Activities	07/01/10-08/14/10	\$17.54/hour
Reed, John	Coaches, Summer Activities	07/01/10-08/14/10	\$17.54/hour
Tuohy, Michael	Coaches, Summer Activities	07/01/10-08/14/10	\$17.54/hour
Aguirre, Marisela	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Alexander, Kermit	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Brooks-Passalaqua, Jana	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Cano-Hincapie, Leidy	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Culpepper, Leon	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Duran, Jacqueline	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Duran, Yadira	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Evans, Danenne	Community Service Officer	07/01/10-12/31/10	\$14.00/hour

## SHORT-TERM POSITIONS

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Gomez, Salvador	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Harrison, Melvin	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Hernandez, Aubree	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Hopkins, YeVell	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Lane, Judy	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Lee-Holguin, Holly	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Lopez, Andrew	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Mercado, Concepcion	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Ochoa, Michael	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Rowley, Antoinette	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Sanchez, Joseph	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Simpson, Kimberly	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Uriarte, Jr. Rodrigo	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Valentines, Sylvia	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Wilbur, John	Community Service Officer	07/01/10-12/31/10	\$14.00/hour
Aldape, Jimmy	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Bow, James	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Burton, Jared	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Davis, Andrew	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Greenhouse, Max	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Greenwalt, John	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Kellermeyer, Christopher	Computer Operator	07/01/10-12/31/10	\$15.00/hour
*Martinez, Joanna	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Porras, Raina	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Zadeh, Alex	Computer Operator	07/01/10-12/31/10	\$15.00/hour
Aguilera, Ricardo	Computer Technician	07/01/10-12/31/10	\$10.00/hour
Chaidez, Ricardo	Computer Technician	07/01/10-12/31/10	\$10.00/hour
Davila Jr., Ismael	Computer Technician	07/01/10-12/31/10	\$10.00/hour
Deans, Samuel	Computer Technician	07/01/10-12/31/10	\$10.00/hour
Estrada, Angel	Computer Technician	07/01/10-12/31/10	\$10.00/hour
Edwards, Albert	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Garibay, Angel	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Guevara, Reiner	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Harris, Verna	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Martinez, Edmund	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Munoz, Irma	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Najar, Juan	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Plata, Guillermina	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Ramirez, Maria	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Valdez, Marcos	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Zarate, Ruben	Custodial Assistant	07/01/10-12/31/10	\$12.50/hour
Backes, Robert	Detective/Investigator	07/01/10-06/30/11	\$25.00/hour
*Hect, Daniel	Detective/Investigator	07/01/10-06/30/11	\$25.00/hour
Nelson, John	Detective/Investigator	07/01/10-06/30/11	\$25.00/hour
Redfearn, Terry	Detective/Investigator	07/01/10-06/30/11	\$25.00/hour
Stanton, Kevin	Detective/Investigator	07/01/10-06/30/11	\$25.00/hour
Guzman, Jesus	Dispatch Clerk	07/01/10-12/31/10	\$8.00/hour
Sanchez, Diego	Dispatch Clerk	07/01/10-12/31/10	\$8.00/hour
Vega-Castillo, Jose	Dispatch Clerk	07/01/10-12/31/10	\$8.00/hour
Garcia, Ricardo	Educational Assistant	05/19/10-06/30/10	\$8.00/hour
Griego, Samantha	Educational Assistant	05/19/10-06/30/10	\$8.00/hour
Garcia, Jesus	Grant Facilitator	07/01/10-07/31/10	\$40.00/hour
Johnson, Brooke	Grant Facilitator	07/01/10-12/31/10	\$40.00/hour
*Kaan, Brandon	Grant Facilitator	07/01/10-12/31/10	\$40.00/hour
Marshall, Shawn	Grant Facilitator	07/01/10-12/31/10	\$40.00/hour
Moreno, Alejandro	Grant Facilitator	07/01/10-07/31/10	\$40.00/hour
Reid, Bryan	Grant Facilitator	07/01/10-07/30/10	\$40.00/hour
Smith, Anne	Grant Facilitator	07/01/10-07/30/10	\$40.00/hour
*Dyer, Rachel	Grant Project Educational Trainer II	07/01/10-12/31/10	\$35.00/hour
Tran, Thu	Grant Project Educational Trainer II	06/16/10-06/30/10	\$35.00/hour
Tran, Thu	Grant Project Educational Trainer II	07/01/10-12/31/10	\$35.00/hour
Beach, Anna	Grant Project Technician	07/01/10-12/31/10	\$20.00/hour
Huizar, Monica	Grant Project Technician	06/16/10-06/30/10	\$20.00/hour
Huizar, Monica	Grant Project Technician	07/01/10-12/31/10	\$20.00/hour
*Maclean, April	Grant Project Technician	07/01/10-12/31/10	\$20.00/hour
*Martinez, Matthew	Grant Project Technician	07/01/10-12/31/10	\$20.00/hour
Perez, Christel	Grant Project Technician	07/01/10-12/31/10	\$20.00/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Rios, Kathryn	Grant Project Technician	07/01/10-12/31/10	\$20.00/hour
Alvarez, Steven	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Brown, Trever	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Curiel, Roberto	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Lopez, Jorge	Grounds Assistant	06/16/10-06/30/10	\$13.00/hour
Lopez, Jorge	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Mabon, Theo	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Martinez, Steven	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Ott, Justin	Grounds Assistant	07/01/10-12/31/10	\$13.00/hour
Piper, Nicholas	Instructional Aide I	06/16/10-06/30/10	\$8.00/hour
Piper, Nicholas	Instructional Aide I	07/01/10-08/31/10	\$8.00/hour
Sargeant, Delroy	Instructional Aide I	06/16/10-06/30/10	\$8.00/hour
Weitemeyer, Deena	Instructional Aide III	07/01/10-12/17/10	\$9.00/hour
Castro, Leilani	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Contreras, Lizette	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Coronado-Taylor	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Figueroa, Carlos	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Horn, Lisa	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Hidalgo, Arturo	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Lim, Andrew	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Manzano, Nathaniel	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Marfori, Sarah	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Martinez, Jimmy	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
McLaughlin, Ian	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Peprieto, Adriana	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Singh, Tara	IMC Assistant I	07/01/10-12/31/10	\$9.00/hour
Contreras, Andy	IMC Assistant II	07/01/10-12/31/10	\$11.00/hour
Gonzales, Oscar	IMC Assistant II	07/01/10-12/31/10	\$11.00/hour
McLaughlin, Devin	IMC Assistant II	07/01/10-12/31/10	\$11.00/hour
Rocha, Sophia	IMC Assistant II	07/01/10-12/31/10	\$11.00/hour
Gomez, Raul	IMC Trainee	07/01/10-12/31/10	\$8.00/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
King, Michelyn	Interpreter Apprentice	07/01/10-12/31/10	\$11.00/hour
Auman, Allen	Interpreter I	07/01/10-12/30/10	\$18.00/hour
Carpenter, Brittany	Interpreter I	07/01/10-12/30/10	\$18.00/hour
Creehan, Joseph	Interpreter I	07/01/10-12/30/10	\$18.00/hour
Noltman, Kelly	Interpreter I	07/01/10-12/31/10	\$18.00/hour
Partida, Henry	Interpreter I	07/01/10-12/30/10	\$18.00/hour
Taylor, Jessica	Interpreter I	07/01/10-12/30/10	\$18.00/hour
*Van Gorder, Matthew	Interpreter I	05/15/10-05/15/10	\$18.00/hour
Alexander, Tameka	Interpreter II	07/01/10-12/31/10	\$23.00/hour
Bain, Debra	Interpreter II	07/01/10-12/30/10	\$23.00/hour
*Castaneda, Alexandra	Interpreter II	05/19/10-06/30/10	\$23.00/hour
Castaneda, Alexandra	Interpreter II	07/01/10-12/30/10	\$23.00/hour
Eddy, Carmen	Interpreter II	07/01/10-12/30/10	\$23.00/hour
Killen, Laura	Interpreter II	07/01/10-12/31/10	\$23.00/hour
Lopez, Joseph	Interpreter II	07/01/10-12/31/10	\$23.00/hour
Millan, Lynsey	Interpreter II	07/01/10-12/31/10	\$23.00/hour
Minkler, Jack	Interpreter II	07/01/10-12/31/10	\$23.00/hour
Stogner, Scott	Interpreter II	07/01/10-12/30/10	\$23.00/hour
Stout, Ann Marie	Interpreter II	07/01/10-12/31/10	\$23.00/hour
Van Gorder, Matthew	Interpreter II	07/01/10-12/30/10	\$23.00/hour
Barber, Debbie	Interpreter III	07/01/10-12/31/10	\$27.00/hour
Komori, Hiroki	Interpreter III	07/01/10-12/31/10	\$27.00/hour
Gibbons, Alphin	Interpreter III	07/01/10-12/31/10	\$27.00/hour
Miller, Josh	Interpreter III	07/01/10-12/31/10	\$27.00/hour
Pacheco, Emma	Laboratory Aide I	07/01/10-12/17/10	\$8.00/hour
Andrews, Heather	Laboratory Aide II	07/01/10-12/24/10	\$10.00/hour
*Hardin, Shelley	Laboratory Aide II	07/01/10-12/31/10	\$10.00/hour
Koertz, Arthur	Laboratory Aide II	07/01/10-12/17/10	\$10.00/hour
Ostrander, Norma	Laboratory Aide II	07/01/10-12/17/10	\$10.00/hour
Rampasan, Melissa	Laboratory Aide II	07/01/10-12/31/10	\$10.00/hour
Robinson, Benjamine	Laboratory Aide II	07/01/10-12/17/10	\$10.00/hour
Antonissen, Andrea	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Antonissen, Ashley	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Baltazar, Brianna	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Bresino, Megan	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Clark, Jamie	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
DesCombes, Aaron	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
DesCombes, April	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Hardin, Katherine	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Harrod, Chelsea	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Heitman, Amy	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Hopkins, Dylan	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Kent, Melanie	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Kirschner, Wyatt	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Laumea, Jennifer	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
McCarthy, Meghan	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
McNeil, Alexis	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Merritt, Kanann	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Nunnenkamp, Camille	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Rethaford, Bradleigh	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Schnakenberg, Jasmine	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Wilcox, Kristi	Lifeguard (Instructor)	07/01/10-08/05/10	\$8.00/hour
Davis, Shanell	Matriculation Assistant I	07/01/10-06/30/11	\$9.00/hour
Kelly, Kayla	Matriculation Assistant I	07/01/10-06/30/11	\$9.00/hour
Negrete, Janelle	Matriculation Assistant I	07/01/10-06/30/11	\$9.00/hour
Roman, Margarita	Matriculation Assistant I	07/01/10-06/30/11	\$9.00/hour
Davis, Shanell	Matriculation Assistant II	07/01/10-06/30/11	\$9.50/hour
Leyva, Ruben	Matriculation Assistant II	07/01/10-06/30/11	\$9.50/hour
Roman, Margarita	Matriculation Assistant II	07/01/10-06/30/11	\$9.50/hour
Allen, Tamara	Matriculation Assistant III	07/01/10-12/31/10	\$10.00/hour
Delgadillo, Julia	Matriculation Assistant III	07/01/10-12/31/10	\$10.00/hour
O'Bannon, Earl	Matriculation Assistant III	07/01/10-12/31/10	\$10.00/hour
Romero, Madison	Matriculation Assistant III	07/01/10-12/31/10	\$10.00/hour
Rueb, Benjamin	Matriculation Assistant III	07/01/10-12/31/10	\$10.00/hour
Sims, Fatima	Matriculation Assistant III	07/01/10-12/31/10	\$10.00/hour
Aldape, Evelyn	Office Assistant I	07/01/10-12/31/10	\$9.00/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Dias, Gamaliel	Office Assistant I	07/01/10-12/23/10	\$9.00/hour
Fichtner, Amanda	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Gagliardi, Stephanie	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Gutierrez, Luis	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Ho, Quoc	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Hodawanus, Tarin	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Hormann, Megan	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Jones-Walton, Cynthia	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Kobayashi, Setsuko	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Leon, Elaine	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
*Lopez, Erica	Office Assistant I	07/01/10-06/30/10	\$9.00/hour
Lizardi, Angel	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Marin, Olivia	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Medina, Salma	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Mercado, Alejandro	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Miles, Twyla	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Napier, Napier	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Navarro, Stephanie	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Neal, La Mar	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Negrete, Janelle	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Negrete, Janelle	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Pena, Olivia	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Pena, Olivia	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Peralta, Israel	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Ramirez, Cecilia	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
*Ritchie, Nathalie	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Rubi, Judith	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Serrato, Arlene	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Ventura, Martha	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Vernon, Marie	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Warren, Jacquelynn	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Willson, Jacob	Office Assistant I	07/01/10-12/31/10	\$9.00/hour
Alfaro, Dennisse	Office Assistant II	07/01/10-10/31/10	\$10.50/hour
Barclift, Catherine	Office Assistant II	07/01/10-02/11/11	\$10.50/hour
*Brucks, Alexis	Office Assistant II	07/01/10-12/17/10	\$10.50/hour
Cyiark, Thomas	Office Assistant II	07/01/10-12/17/10	\$10.50/hour
Downing, Theresa	Office Assistant II	08/13/10-02/11/11	\$10.50/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Eaton, Kimberly	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
*Gallardo, Amanda	Office Assistant II	07/01/10-12/17/10	\$10.50/hour
Gallardo, Amanda	Office Assistant II	07/01/10-09/30/10	\$10.50/hour
Garcia, Laura	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Guillen, Marlene	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Hardin, Shelley	Office Assistant II	07/01/10-12/17/10	\$10.50/hour
*Hart, Yakyshia	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Huskey, Morgan	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Huver, Jessica	Office Assistant II	07/01/10-02/11/11	\$10.50/hour
Kelly, Shamica	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Kenshall, Dawn	Office Assistant II	07/06/10-12/17/10	\$10.50/hour
Landin, Daniel	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Landin, Daniel	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Leary, Mary	Office Assistant II	07/01/10-12/17/10	\$10.50/hour
Lugo, Alison	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Morales, Lyneet	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Packard, Kashea	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Packard, Kashea	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
*Painter, April	Office Assistant II	07/01/10-12/17/10	\$10.50/hour
Porter, Elizabeth	Office Assistant II	07/01/10-09/30/10	\$10.50/hour
Ramirez, Darlene	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Ramirez, Darlene	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Rynders, Steven	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
*Shanahan, Sarah	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Simmons, Sabrina	Office Assistant II	07/01/10-10/31/10	\$10.50/hour
Soper, Misti	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Taylor, Brittany	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Torres, Stephanie	Office Assistant II	07/01/10-12/31/10	\$10.50/hour
Valerio, Jeanette	Office Assistant II	07/01/10-02/11/11	\$10.50/hour
West, Irene	Office Assistant II	07/01/10-02/11/11	\$10.50/hour
Acosta, Vanessa	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Adams, Kevin	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Ballard, Marti	Office Assistant III	08/23/10-12/17/10	\$12.50/hour
*Blair, Trina	Office Assistant III	07/01/10-12/17/10	\$12.50/hour
Broerman, Michael	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Cervantes, Crista	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Chasey, Carla	Office Assistant III	07/01/10-12/31/10	\$12.50/hour



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*Chavez, Melissa	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
*DeLeon, Monica	Office Assistant III	06/16/10-06/30/10	\$12.50/hour
*DeLeon, Monica	Office Assistant III	07/01/10-10/31/10	\$12.50/hour
Franco, Lorena	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
*Heredia-Reuther, Christin	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
*Lopez, Trevor	Office Assistant III	07/01/10-11/30/10	\$12.50/hour
McCarthy, Gail	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
*McGuire, Andrea	Office Assistant III	07/01/10-12/17/10	\$12.50/hour
Montoya, Tabitha	Office Assistant III	07/01/10-10/31/10	\$12.50/hour
Smith, Donita	Office Assistant III	06/16/10-06/30/10	\$12.50/hour
Smith, Donita	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Stonehill, Frances	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Taylor, Max	Office Assistant III	07/01/10-11/30/10	\$12.50/hour
Velarde, Heidi	Office Assistant III	07/01/10-12/31/10	\$12.50/hour
Alvord, Judith	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Arredondo, Janice	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Borja, Andrea	Office Assistant IV	07/01/10-10/31/10	\$14.00/hour
Bramlett, Susan	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Cervantez, Cristina	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Cook, April	Office Assistant IV	07/01/10-12/30/10	\$14.00/hour
DiSalvio, Linda	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Elmatari, Daniel	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Fichtner, Amanda	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Gonzalez, Evelyn	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Gonzalez, Steven	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
*Hart, Leslie	Office Assistant IV	07/01/10-08/31/10	\$14.00/hour
Jordan, Towanda	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Johnson, Christian	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
*Larsen, Kenzie	Office Assistant IV	07/20/10-11/15/10	\$14.00/hour
Lemus, Gabriela	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
*Mendoza, Erica	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Moran, Doris	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Pena Torres, Gloria	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Retamoza, Sylvia	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Rios, Kathryn	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Robb, Brandy	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
*Ruiz, Rigoberto	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour

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Segura, Sharlena	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
*Smith, Donita	Office Assistant IV	07/01/10-11/30/10	\$14.00/hour
Spencer, Linda	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Thornton, Raekisha	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Tyre, Aaron	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Vasquez, Josue	Office Assistant IV	06/16/10-06/30/10	\$14.00/hour
Vasquez, Josue	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Williams, Barbara	Office Assistant IV	07/01/10-12/31/10	\$14.00/hour
Marin, Claudia	Office Clerk	07/01/10-09/30/10	\$8.00/hour
Whitehead, Robert	Photographer II	07/01/10-12/31/10	\$20.50/hour
DeLaRosa, Jody	Photographer III	07/01/10-12/31/10	\$25.00/hour
El Moussawi, Abbas	Physical Science Aide	07/01/10-12/31/10	\$12.00/hour
Sepulveda, Jerry	Production Technician Assistant I	07/01/10-12/31/10	\$13.00/hour
Fazio, Cynthia	Registered Nurse I	07/01/10-02/11/11	\$35.00/hour
Goodrich, Elisa	Registered Nurse I	07/01/10-02/11/11	\$35.00/hour
Reeves, Sue	Registered Nurse I	07/01/10-02/11/11	\$35.00/hour
Waggoner, Jennifer	Registered Nurse I	07/01/10-02/11/11	\$35.00/hour
Almquist, Debra	Registered Nurse II	07/01/10-02/11/11	\$37.00/hour
Horowitz-Flournoy, Jan	Registered Nurse II	07/01/10-02/11/11	\$37.00/hour
Ballard, Renata	Registered Nurse III	07/01/10-02/11/11	\$40.00/hour
Baxter, Judith	Registered Nurse III	07/01/10-10/31/10	\$40.00/hour
Fassbinder, Melissa	Registered Nurse IV	07/01/10-02/11/11	\$52.00/hour
Backes, Robert	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
Custard, Curtis	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
German, Jonathan	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
*Hect, Daniel	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
Redfearn, Terry	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
Richards, James	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 7130</u>
Stanton, Kevin	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
Trevino, Lee	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
Zarillo, Joe	Reserve College Police Officer	07/01/10-06/30/11	\$15.65/hour
Abercromby, Tara	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Allen, Bruce	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Allen, Linda	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Bonaiuto, Deborah	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Carter, Matthew	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Citrowski, Shaunna	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Contreras, Julian	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Enlow, Nancy	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Foss, Ronald	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Foster, Matthew	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Glaser, Robert	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Gomez, Ismael	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Hand, Andrew	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Hensley, Jennifer	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Hensley, Ted	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Kelley, Cheri	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Kelley, Kenneth	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Krotz, Robert	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Lytle, Randy	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Maruyama, Julia	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Miller, Derek	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Myers, Jeffrey	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Nunez, Cassandra	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Nunez, Fredy	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Olivas, Manual	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Piaseczny, Michael	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Ramos, Bryan	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Ramos, Joel	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Rolland, Shannon	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Roys, Eric	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Shaffer, Daniel	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Starzak, Mark	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Tasch, Deena	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Urrutia, Francisco	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour

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Van Gorder, Bryan	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Wolters, Charles	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Yarbrough, Michael	Role Player (AOJ)	07/01/10-12/31/10	\$8.00/hour
Bridges, Rainya	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Curiel, Adriana	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Do, Duy	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Gill, Adam	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Ojo, Mark	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Sheikh, Nausheen	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Dennis, Tracey	Student Activities Advisor	07/01/10-12/31/10	\$13.45/hour
Jones, Ruth	Student Activities Advisor	07/01/10-12/31/10	\$13.45/hour
Alamilla, Jose	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Blood, Dawn	Supplemental Instructional Leader	07/01/10-07/31/10	\$12.00/hour
Bradford, Micestro	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Chodakauskas, Josh	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Cooksey, LaRisha	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Flores, Marcia	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Greenwood, Tammy	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Huang, Tina	Supplemental Instructional Leader	07/01/10-10/31/10	\$12.00/hour
*Lochard, Armone	Supplemental Instructional Leader	06/17/10-06/30/10	\$12.00/hour
*Lochard, Armone	Supplemental Instructional Leader	07/01/10-06/30/10	\$12.00/hour
Odehnal, Tori	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Perez, Ivan	Supplemental Instructional Leader	06/17/10-06/30/10	\$12.00/hour
Perez, Ivan	Supplemental Instructional Leader	07/01/10-07/31/10	\$12.00/hour
Navarro, Ernesto	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Rubalcava, Ramon	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
*Tope, Ilone	Supplemental Instructional Leader	06/17/10-06/30/10	\$12.00/hour
*Tope, Ilone	Supplemental Instructional Leader	07/01/10-07/31/10	\$12.00/hour
*Valdez, Joseph	Supplemental Instructional Leader	06/17/10-06/30/10	\$12.00/hour
*Valdez, Joseph	Supplemental Instructional Leader	07/01/10-07/31/10	\$12.00/hour
Younathan, Rebecca	Supplemental Instructional Leader	07/01/10-12/31/10	\$12.00/hour
Albanna, Amro	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Butz, James	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Goth, Jay	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour

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Kasle, Don	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Konstant, Gene	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Mednick, Steven	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Monaghan, Mark	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Setzer, Edwin	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
Waldo, William	Technical Business Advisor	07/01/10-12/31/10	\$55.00/hour
*George, Colby	Technical Director	07/01/10-12/22/10	\$12.65/hour
*Arteaga, Alejandra	Theater Carpenter	07/01/10-12/22/10	\$10.65/hour
*Barry, Russell	Theater Carpenter	07/01/10-12/22/10	\$10.65/hour
*Everly, Shannon	Theater Carpenter	07/01/10-12/22/10	\$10.65/hour
*Gay, Andy	Theater Carpenter	07/01/10-12/22/10	\$10.65/hour
*Hudgens, Ethan	Theater Carpenter	07/01/10-12/22/10	\$10.65/hour
*Chisholm, Keith	Theater Master Carpenter	08/01/10-11/20/10	\$17.00/hour
*Shelton, Jessica	Theater Master Electrician	07/01/10-12/22/10	\$17.00/hour
*Laroche, Matthew	Theater Production Technician	07/01/10-12/22/10	\$9.25/hour
*Pacheco, Vanessa	Theater Production Technician	07/01/10-12/22/10	\$9.25/hour
*Shelton, Scott	Theater Production Technician	07/01/10-12/22/10	\$9.25/hour
Jones, Andre	Training Technician I	07/01/10-12/31/10	\$15.00/hour
McWilliams, Adrienne	Training Technician I	07/01/10-12/31/10	\$15.00/hour
Broguiere, Nathaniel	Tutor I	07/01/10-12/17/10	\$8.00/hour
*Reid, Seth	Tutor I	07/01/10-12/17/10	\$8.00/hour
Samai, Selik	Tutor I	07/01/10-12/17/10	\$8.00/hour
Hendrickson, Sue	Tutor II	07/01/10-12/31/10	\$8.50/hour
Lafond, Bri	Tutor II	07/01/10-12/31/10	\$8.50/hour
Rollins, Michael	Tutor II	7/1/2010-12/31/10	\$8.50/hour
Afsar, Mohammad	Tutor III	07/01/10-12/31/10	\$9.25/hour
Armmand, Louis	Tutor III	07/01/10-12/30/10	\$9.25/hour
Botts, Michael	Tutor III	07/01/10-12/31/10	\$9.25/hour
Castro, Magaly	Tutor III	07/01/10-12/30/10	\$9.25/hour

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Dyer, Sheri	Tutor III	07/01/10-12/31/10	\$9.25/hour
Hsieh, Tom	Tutor III	07/01/10-12/31/10	\$9.25/hour
Kaur, Anoopjot	Tutor III	07/01/10-12/31/10	\$9.25/hour
Knight, Rebecca	Tutor III	07/01/10-12/13/10	\$9.25/hour
Lawhead, Rebecca	Tutor III	07/01/10-12/31/10	\$9.25/hour
Sadiki, Amissi	Tutor III	07/01/10-12/30/10	\$9.25/hour
Salto, Victor	Tutor III	06/16/10-06/30/10	\$9.25/hour
Salto, Victor	Tutor III	07/01/10-12/31/10	\$9.25/hour
Smith, William	Tutor III	07/01/10-12/31/10	\$9.25/hour
Tarrabe, Teresa	Tutor III	07/01/10-12/31/10	\$9.25/hour
Valdez, Joseph	Tutor III	07/01/10-12/31/10	\$9.25/hour
Apperson, Adam	Tutor IV	07/01/10-12/17/10	\$10.00/hour
Bridges, Rainya	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Gill, Adam	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Guillermo, Marjorie	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Kingsley, Travis	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Lucchesi, Brianne	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Ojo, Mark	Tutor IV	07/01/10-12/31/10	\$10.00/hour
*Pickett, Joseph	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Sheikh, Nausheen	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Tadlock, Jan	Tutor IV	07/01/10-12/31/10	\$10.00/hour
*Watson, Rachel	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Webb, Allen	Tutor IV	07/01/10-12/31/10	\$10.00/hour
Gill, Adam	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
*Pickett, Joseph	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
*Watson, Rachel	STEM Mentor	07/01/10-12/31/10	\$12.50/hour
Campos, Kristin	Upward Bound College Mentor	06/16/10-06/30/10	\$12.00/hour
Campos, Kristin	Upward Bound College Mentor	07/01/10-08/05/10	\$12.00/hour
Elmatari, Daniel	Upward Bound College Mentor	07/01/10-07/31/10	\$12.00/hour
Gonzalez, Steven	Upward Bound College Mentor	06/16/10-06/30/10	\$12.00/hour
Gonzalez, Steven	Upward Bound College Mentor	07/01/10-07/31/10	\$12.00/hour
Ivery, Stacy	Work Readiness & Employment Coord.	07/01/10-10/31/10	\$35.00/hour
Garcia-Tolson, Renee	Work Readiness & Employment Specialist	07/01/10-10/31/10	\$20.00/hour

## SHORT-TERM POSITIONS

**AMENDED\***Board Report V-A-1-c-2  
June 15, 2010  
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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Harris, Jacqueline	Work Readiness & Employment Specialist	06/16/10-06/30/10	\$20.00/hour
Harris, Jacqueline	Work Readiness & Employment Specialist	07/01/10-12/31/10	\$20.00/hour
Rajan, Singhi	Work Readiness & Employment Specialist	07/01/10-10/31/10	\$20.00/hour
Sapien, Mercedes	Work Readiness & Employment Specialist	07/01/10-10/31/10	\$20.00/hour
Savoy, Amelia	Work Readiness & Employment Specialist	06/16/10-06/30/10	\$20.00/hour
Savoy, Amelia	Work Readiness & Employment Specialist	07/01/10-12/31/10	\$20.00/hour
Wills, Larissa	Work Readiness & Employment Specialist	06/16/10-06/30/10	\$20.00/hour
Wills, Larissa	Work Readiness & Employment Specialist	07/01/10-12/30/10	\$20.00/hour
Zavala, Ana	Work Readiness & Employment Specialist	07/01/10-10/31/10	\$20.00/hour

\* Contingent upon the Board of Trustees' approval of Board Report, Riverside Community College District will provide work readiness training and paid work experience to current and former foster young adults between 18-24 years of age. Given the immediate timeline required to kick off the program on June 16<sup>th</sup>, it is recommended that the Board approve up to 360 Summer Youth Workers to serve on an hourly, as needed basis. The names of these individuals will be provided to the Board at its August 17, 2010 board meeting. The period of paid work experience will be from June 16, 2010 – September 30, 2010. All summer youth workers will be paid at the rate of \$8.00 per hour.

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

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE (None)				
NORCO COLLEGE (None)				
RIVERSIDE CITY COLLEGE				
Bond, Jaime	Tutor	Tutorial Services	05/28/10	\$ 8.00
Hernandez Higuera, Cynthia	Tutor	Tutorial Services	05/12/10	\$ 8.00
	Supplemental Instructional			
Prieto, Angelica	Leader	Academic Support	05/26/10	\$ 12.00
	Supplemental Instructional			
Sheikh, Nausheen	Leader	Academic Support	06/02/10	\$ 12.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY COLLEGE				
Palma, Ana	Office Assistant I	Dean of Student Services	05/28/10	\$ 8.50
NORCO COLLEGE (None)				
RIVERSIDE CITY COLLEGE				
Ramos, Kathy	Office Clerk	School of Nursing	05/28/10	\$ 9.00



## PROFESSIONAL EXPERT SERVICES AGREEMENT

This Agreement is entered into by and between Darrin Chiaverini, (“Expert”) and the Riverside Community College District (“District”).

The parties agree as follows:

1. District agrees to employ Expert and Expert accepts employment as Assistant Head Football Coach.
2. The term of the Agreement shall be from July 1, 2010 to December 31, 2011.
3. Expert shall be paid an annual salary of \$65,000.
4. Expert is employed as a Professional Expert pursuant to Section 88003 of the California Education Code. Expert agrees and understands that the employment governed by this Agreement is temporary and terminable at any time without cause or prior notice at the sole discretion of the District upon recommendation of the President and/or Chancellor and approval by the Governing Board. Expert also agrees and understands that the position does not lead to tenure or any permanent status.
5. The duties of the position are established by the District in the form of a job description, which is attached hereto and incorporated herein as Exhibit A.
6. In the event of termination of this Agreement prior to the end of the term, Expert shall be provided severance pay and benefits as follows:
  - a. The lesser of one full month of salary per full year of service or salary equal to the number of months left on the unexpired term of the contract.
7. Expert understands that during the term of this Agreement, Expert must comply with all laws, rules, regulations, Board Policies and Administrative Procedures that apply to the District.
8. This Agreement constitutes the entire Agreement between the parties, despite any oral or written communication to the contrary. Any representatives, warranties, inducements, or monies made by the District shall not add to or vary this Agreement nor be of any force or effect.
9. This Agreement is governed by, and construed in accordance with, the laws of the State of California, County of Riverside.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

PROFESSIONAL EXPERT

---

James L. Buysse  
Vice Chancellor,  
Administration and Finance

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Darrin Chiaverini

## EXHIBIT A

### RIVERSIDE COMMUNITY COLLEGE DISTRICT Professional Expert/Athletic Coach/Assistant Head Football Coach

#### DEFINITION

Under the general supervision of the Dean, Physical Education and Athletics, and the Director, Football Operations the Assistant Head Football Coach will assist the Director, Football Operations (Head Coach) in planning, developing, coordination, administering, and evaluation services and programs relevant to the athletic success involved in the football program.

#### TYPICAL TASKS

1. Coach the student/athlete in the individual and team concept of support participation:
  - Assist in the direction of practice daily during season of sport, coach team at the games, and adhere to all regulations, rules, procedures and policies for athletic programs as established by the NCAA, the CCCAA, the Southern California Football Conference and Riverside Community College District.
  - Assist athletes in preparation for transfer to a four-year college; schedule four-year college coaches to visit campus to recruit student athletes; present a well-coached team that plays with enthusiasm, discipline, and good morale as determined by the Dean of Athletics; and monitor student/athlete's scholastic progress in coordination with the counseling and athletic eligibility staff.
  - Organize and administer strength and conditioning program for football student athletes through the year.
  - Imparts concepts of coaching theory to student athletes.
2. Organize, plan, coordinate, and evaluate intercollegiate program:
  - Determine student eligibility for athletic programs; determine program goals, objectives, and related activities; schedule necessary time for required department and staff meetings; and schedule office hours throughout the year to meet with students, staff, and the community
  - Coordinate the identification and recruitment of eligible individuals; recruit actively in the high schools in the area and contiguous districts, which includes seventy-five (75) high schools.
    - Recruitment includes high school visitations; individual contacts with the athlete and his/her parents; home visits; follow-up correspondence and telephone contact; campus visitation by athletes, assist athletes in finding part-time employment and in securing financial aid, assist in disseminating information regarding assessment, orientation, counseling, and registration.
3. Stay abreast of current literature in field; attend coaching clinics and maintain membership, and participate in meetings at the local state, and national coaches' associations.
4. Supply information assistance in the preparation of the media guides; be available to media for interviews; be available for speaking engagements; and participate in the fundraising efforts.
5. Other responsibilities include maintaining standards of professional conduct and ethics appropriate to the professional position.
6. Other duties as assigned.

#### EMPLOYMENT STANDARDS

Bachelor's degree required. Master's degree in physical education; education with an emphasis in physical education, kinesiology, physiology of exercise, or adaptive physical education desired. Two (2) years of football coaching experience at the varsity high school or college level is required.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: June 15, 2010

Subject: Purchase Order and Warrant Report--All District Resources

Background: 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 \$6,647,742 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 156574 - 158490) totaling \$8,325,431 have been reviewed by the Business Office to verify that monies are available in the appropriate Resources 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 program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$6,647,742 and District Warrant Claims totaling \$8,325,431.

Gregory W. Gray  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Report of Purchases-All District Funds

Purchases Over \$78,500

5/01/10 thru 5/31/10

PO#	Department	Vendor	Description	Amount
C0002596	Facilities - Norco	Premier Commercial Bank	Construction Contract	\$ 195,014
C0002998	Facilities - Norco	NEC Unified Solutions, Inc.	Network Equipment/Student Success Pjct	323,443
C0003010	Facilities - Riverside	Vision Building Rentals	Wheelock Gymnasium Siesmic Retrofit Project	327,280
N/A	Workforce Prep	Office of Statewide Health Planning	Assistance RNs to Prepare for Skills Test	124,358
N/A	Workforce Prep	Office of Statewide Health Planning	Provide Nursing Education for 10 Students	200,000
N/A	Workforce Prep	Riverside County Department of Public SS	Amendment Allowing for Utilization of Revenue	2,781,914
N/A	Workforce Prep	Riverside County Economic Develop Agency	Provide Temporary Work Experience	400,000
N/A	Workforce Prep	Riverside County Economic Develop Agency	Provide Temporary Work Experience	540,000
			Total	\$ 4,892,009
			All Purchase Orders, Contracts, and Additions Under \$78,500, for the Period of 5/01/10 - 5/31/10	
			Contracts- C2994 - C3024	\$ 497,852
			Contract Additions- C2150 - C2596	
			Purchase Orders- P24187 - P24551	1,184,771
			Purchase Order Additions- P21121 - P24127	
			Blanket Purchase Orders- B6731 - B6762	73,110
			Blanket Purchase Order Additions-B2389-B2792	
			Total	\$ 1,755,733
			Grand Total	\$ 6,647,742

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments

Background: The 2009-10 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. The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to purchase equipment and provide for student labor.		
From: Art	Supplies	\$ 133
	Other Services	73
To: Art	Equipment	\$ 31
	Student Help - Non-Instr	175
R2. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Foster & Kinship Care Educ Grant	Supplies	\$ 2
To: Foster & Kinship Care Educ Grant	Equipment	\$ 2
R3. Transfer to provide for tests and mileage. (Fund 12, Resource 1190)		
From: Step into College	Equipment	\$ 1,406
To: Step into College	Tests	\$ 1,206
	Mileage	200

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R4. Transfer to provide for license fees. (Fund 12, Resource 1190)		
From: Pre-Emancipation Services	Supplies	\$ 304
To: Pre-Emancipation Services	License Fees	\$ 304
R5. Transfer to provide for travel. (Fund 12, Resource 1190)		
From: Post-Emancipation Services	Supplies	\$ 1,034
	Tests	580
	Other Transportation Supplies	200
To: Post-Emancipation Services	Travel Expenses	\$ 1,814
R6. Transfer to provide for Conferences. (Fund 12, Resource 1190)		
From: Riverside Cty Emancipation Srvcs	Copying and Printing	\$ 25
To: Riverside Cty Emancipation Srvcs	Conferences	\$ 25
R7. Transfer to reallocate the Gateway to College - Tech Prep Demonstration grant budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Equipment	\$ 3,942
	Academic PT Non-Instr	18,975
To: Workforce Prep	Classified FT	\$ 4,831
	Employee Benefits	2,759
	Academic FT Administrator	11,385
	Food	1,726
	Travel Expenses	2,216

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R8. Transfer to reallocate the CalWorks Child Development Program grant budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Other Transportation Supp	\$ 824
To: Workforce Prep	Postage	\$ 14
	Lecturers	16
	Fingerprints	794
R9. Transfer to reallocate the SYEP Independent Living Youth Academy grant budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Food	\$ 3,258
To: Workforce Prep	Classified Hourly	\$ 1,477
	Cellular Telephones	1,491
	License Fees	60
	Pre-Employment Testing	230
R10. Transfer to provide for food for CLIP Partnership meetings. (Fund 12, Resource 1190)		
From: Community Learning in Partnership	Conferences	\$ 345
To: Community Learning in Partnership	Food	\$ 345
R11. Transfer to purchase supplies for the CalWorks Community College Set-Aside Program. (Fund 12, Resource 1190)		
From: Workforce Prep	Other Services	\$ 34
To: Workforce Prep	Supplies	\$ 34

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R12. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Gateway to College	Instructional Supplies	\$ 5,306
	Other Services	12,700
To: Gateway to College	Equipment	\$ 18,006
R13. Transfer to reallocate the CalWorks grant budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Classified FT	\$ 1,860
	Classified Hourly	12,727
	Copying and Printing	511
	Supplies	6,285
	Equipment Replacement	6,090
To: Workforce Prep	Academic PT Non-Instr	\$ 18,533
	Academic FT Non-Instr	3,513
	Employee Benefits	5,278
	Comp Software Maint/Lic	149
R14. Transfer to reallocate the VP, Business Services budget.		
From: VP, Business Services	Reference Books	\$ 425
	Copying and Printing	100
	Software	425
	Supplies	133
To: VP, Business Services	Other Services	\$ 5,213
	Cellular Telephone	105
	Professional Services	572



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R15. Transfer to purchase supplies and replacement equipment and to provide for an academic special project.		
From: Performing Arts - Music	Repairs	\$ 3,092
To: Performing Arts - Music	Academic Special Project	\$ 400
	Instructional Supplies	1,068
	Equipment Replacement	1,624
R16. Transfer to purchase supplies.		
From: Performing Arts - Dance	Repairs	\$ 20
	Other Services	284
To: Performing Arts - Dance	Instructional Supplies	\$ 304
R17. Transfer to provide for mileage.		
From: Career and Technical Ed	Reference Books	\$ 10
	Copying and Printing	370
	Supplies	50
To: Career and Technical Ed	Mileage	\$ 430
R18. Transfer to purchase supplies.		
From: President	Administrative Contingency	\$ 24,582
To: Facilities	Other Transportation Supp	\$ 10,555
	Custodial Supplies	14,027

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R19. Transfer to provide for an academic special project. (Fund 12, Resource 1190)		
From: Dean of Education	Classified Hourly	\$ 1,926
	Supplies	1,750
To: Dean of Education	Academic Special Project	\$ 1,776
	Employee Benefits	1,900
R20. Transfer to provide for cell phone expenses.		
From: Academic Support	Supplies	\$ 235
To: Academic Support	Cellular Telephone	\$ 235
R21. Transfer to purchase supplies and to provide for classified hourly staff.		
From: Dean of Instruction	Other Services	\$ 2,500
	Rents and Leases	900
To: Dean of Instruction	Supplies	\$ 900
	Classified Hourly	2,430
	Employee Benefits	70
R22. Transfer to purchase supplies.		
From: Learning Resource Center	Mileage	\$ 139
To: Learning Resource Center	Supplies	\$ 139

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R23. Transfer to purchase equipment.		
From: English, Speech & Communication	Instructional Supplies	\$ 615
	Comp Software Maint/Lic	141
To: English, Speech & Communication	Equipment	\$ 245
	Equipment Replacement	511
R24. Transfer to purchase equipment.		
From: Behavioral Science	Instructional Media Material	\$ 441
To: Behavioral Science	Equipment	\$ 441
R25. Transfer to purchase equipment.		
From: World Languages	Instructional Supplies	\$ 2,231
	Instructional Media Material	216
	Lecturers	121
	Comp Software Maint/Lic	2,419
To: World Languages	Equipment	\$ 4,987
R26. Transfer to purchase replacement equipment.		
From: Applied Technology	Instructional Supplies	\$ 300
	Rents and Leases	899
	Comp Software Maint/Lic	3,409
To: Applied Technology	Equipment Replacement	\$ 4,608

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R27. Transfer to provide for employee benefits.		
From: Learning Center, Stokoe	Academic PT Teaching	\$ 234
To: Learning Center, Stokoe	Employee Benefits	\$ 234
R28. Transfer to provide for mileage.		
From: School of Nursing	Supplies	\$ 330
To: School of Nursing	Mileage	\$ 330
R29. Transfer to reallocate the Nursing Education Practice and Retention grant budget. (Fund 12, Resource 1190)		
From: School of Nursing	Classified Hourly	\$ 4,404
	Classified Special Project	1,090
	Classified Overtime	2,700
	Employee Benefits	5,757
	Tests	3,000
	Supplies	2,576
To: School of Nursing	Academic PT Teaching	\$ 3,684
	Conferences	15,843
R30. Transfer to provide for an academic special project and department chair stipend.		
From: Counseling	Other Services	\$ 280
	Comp Software Maint/Lic	96
To: Counseling	Academic Special Project	\$ 96
	Extra Duty Stipends	280

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R31. Transfer to purchase supplies and reference books.		
From: Library	Repairs	\$ 1,497
To: Library	Supplies	\$ 497
	Reference Books	1,000
R32. Transfer to provide for copying and printing.		
From: Student Services	Administrative Contingency	\$ 41
To: Student Services	Copying and Printing	\$ 41
R33. Transfer to provide for classified hourly staff. (Fund 12, Resource 1190)		
From: EOP&S	Book Grants	\$ 7,000
To: EOP&S	Classified Hourly	\$ 7,000
R34. Transfer to purchase supplies and provide for copying and printing.		
From: Job Placement	Classified Overtime	\$ 430
To: Job Placement	Copying and Printing	\$ 50
	Supplies	380
R35. Transfer to purchase equipment.		
From: College Safety and Police	Classified Hourly	\$ 15,000
	Supplies	68
To: College Safety and Police	Equipment	\$ 68
College Safety and Police - District	Equipment Replacement	15,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R36. Transfer to provide for the interim facility lease agreement for the Wheelock Gymnasium seismic retrofit project. (Fund 41, Resource 4160)		

From: Facilities	Remodel Project	\$	327,280
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To: Facilities	Rents and Leases	\$	327,280
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Norco

N1. Transfer to provide for repairs.

From: Facilities	Grounds/Garden Supplies	\$	117
	Site Improvement – Other		13

To: Facilities	Repairs	\$	130
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N2. Transfer to provide for repairs, and supplies.

From: President	Consultants	\$	8,387
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To: Facilities	Repairs	\$	319
	Custodial Supplies		7,600
	Grounds/Garden Supplies		468

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N3. Transfer to provide for a counselor. (Fund 12, Resource 1190)		
From: President – Coop Title V	Classified Special Project	\$ 3,000
	Classified Overtime	535
	Reference Books	3,141
	Postage	1,999
	Mileage	1,000
	Travel Expenses	5,476
	Equipment	850
To: President – Coop Title V	Academic FT Non-Instr.	\$ 13,052
	Employee Benefits	2,949
N4. Transfer to provide for equipment.		
From: Library	Supplies	\$ 218
To: Library	Equipment	\$ 218
N5. Transfer to provide for meeting expenses		
From: Counseling – Puente Program	Academic Special Project	\$ 1,146
	Copying and Printing	250
	Supplies	471
To: Counseling – Puente Program	Meeting Expenses	\$ 1,867

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to provide for supplies.		
From: College Safety and Police	Conferences	\$ 300
	Repairs	480
To: College Safety and Police	Supplies	\$ 180
	Other Transportation Supp	600
N7. Transfer to reallocate the Health Services budget. (Fund 12, Resource 1070)		
From: Health Services	Equipment	\$ 8,500
	Classified Hourly	2,500
To: Health Services	Supplies	\$ 1,500
	Health Supplies	6,000
	Professional Services	1,750
	Other Services	1,750

Moreno Valley

M1. Transfer to provide for repairs and equipment.

From: VP, Business Services	Classified Substitutes	\$ 29,775
To: Facilities	Repair Parts	\$ 5,932
	Repairs	656
	Fixtures & Fixed Equipment	23,187



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M2. Transfer to provide for classified special projects, instructional supplies and periodicals/magazines. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2007-2008	Academic Special Project	\$ 740
	Employee Benefits	68
	Conferences	7,322
To: Basic Skills/ESL 2007-2008	Classified Special Project	\$ 500
	Instructional Supplies	150
	Periodicals/Magazines	7,480
M3. Transfer to purchase equipment. (Fund 12, Resource 1190)		
From: Title V – Answering the Call	Classified FT	\$ 3,200
To: Title V – Answering the Call	Equipment	\$ 3,200
M4. Transfer to reallocate the Title V – HIS Co-op Program Moreno Valley/UCR grant budget. (Fund 12, Resource 1190)		
From: Title V	Classified FT Administrator	\$ 10,000
	Student Help – Non Instr.	4,471
	Employee Benefits	2,840
	Reference Books	2,936
	Equipment	9,018
To: Title V	Academic FT Non-Instr.	\$ 25,500
	Academic PT Non-Instr.	1,500
	License Fees	2,265

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M5. Transfer to reallocate the Moreno Valley College President's budget.		
From: President	Contingency	\$ 15,000
	Rents and Leases	9,095
	Other Services	1,070
To: President	Classified Hourly	\$ 1,200
	Classified Overtime	15,000
	Student Help – Non Instr.	4,745
	Copying and Printing	670
	Office Supplies	3,550
M6. Transfer to purchase a scanner and color printer.		
From: Academy/Criminal Justice	Reference Books	\$ 255
	Office Supplies	605
	Mileage	95
	Transportation	112
To: Academy/Criminal Justice	Equipment	\$ 1,067
M7. Transfer to reallocate the EOP&S program budget. (Fund 12, Resource 1190)		
From: EOP&S	Book Grants	\$ 17,547
To: EOP&S	Academic FT Non-Instr.	\$ 10,648
	Classified FT	2,777
	Classified Hourly	1,200
	Classified Overtime	305
	Employee Benefits	2,617

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M8. Transfer to provide for equipment.		
From: College Safety and Police	Office Supplies	\$ 68
To: College Safety and Police	Equipment	\$ 68
M9. Transfer to purchase transportation supplies. (Fund 12, Resource 1190)		
From: College Safety and Police	Repairs	\$ 1,150
	Other Services	41
To: College Safety and Police	Transportation Supplies	\$ 1,191
M10. Transfer to purchase office and health supplies. (Fund 12, Resource 1070)		
From: Health Services	Equipment	\$ 5,000
To: Early Childhood Studies	Office Supplies	\$ 1,500
	Health Supplies	3,500
 <u>District Office and District Support Services</u>		
D1. Transfer to provide for equipment.		
From: Diversity & Human Resources	Conferences	\$ 190
To: Diversity & Human Resources	Equipment	\$ 190

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D2. Transfer to reallocate the Instructional Equipment budget. (Fund 12, Resource 1190)		
From: Academic Affairs	Equipment	\$ 15,861
To: Academic Affairs	Software	\$ 222
	License Fees	2,080
	Library Books	5,000
	Equipment	8,559
D3. Transfer to provide for supplies.		
From: Diversity & Human Resources - Classified Staff Development	Conferences	\$ 1,500
To: Diversity & Human Resources - Classified Staff Development	Supplies	\$ 1,500
D4. Transfer to provide for equipment.		
From: Public Affairs	Copying and Printing	\$ 2,900
To: Public Affairs	Equipment	\$ 2,900
D5. Transfer to provide for student surveys.		
From: Institutional Effectiveness	Classified Hourly	\$ 1,500
To: Institutional Effectiveness	Surveys	\$ 1,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D6. Transfer to provide for equipment.		
From: Finance	Supplies	\$ 503
To: Finance	Equipment	\$ 503
D7. Transfer to provide for computer software maintenance. (Fund 41, Resource 4160)		
From: Finance	Architect's Fees	\$ 28,125
To: Facilities Planning - Logic Domain	Software Maintenance & Lic.	\$ 28,125
D8. Transfer to provide for supplies and equipment.		
From: Auxiliary Business Services	Repairs	\$ 500
To: Auxiliary Business Services	Supplies	\$ 45
	Equipment	455
D9. Transfer to provide for a classified substitute.		
From: Risk Management	Equipment	\$ 500
To: Risk Management	Classified Substitute	\$ 500
D10. Transfer to provide for equipment.		
From: Production Printing	Software	\$ 729
To: Production Printing	Equipment	\$ 729

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D11. Transfer to provide for cataloging services.		
From: Assoc. Vice Chancellor Instruction	Equipment Replacement	\$ 1,500
To: Assoc. Vice Chancellor Instruction	Other Services	\$ 1,500
D12. Transfer to provide for license fees.		
From: Open Campus	Software	\$ 2,500
To: Open Campus	License Fees	\$ 2,500
D13. Transfer to reallocate the Perkins Title 1-C grant budget. (Fund 12, Resource 1190)		
From: Career and Tech Ed	Meeting Expenses	\$ 636
	Conferences	6,800
	Comp. Software Maint/Lic.	1,357
To: Career and Tech Ed	Academic PT Teaching	\$ 1,315
	Employee Benefits	42
	Equipment	7,436
D14. Transfer to provide for supplies. (Fund 11, Resource 1170)		
From: Customized Solutions	Other Services	\$ 65
To: Customized Solutions	Instructional Supplies	\$ 65

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D15. Transfer to provide for equipment.		
From: College Safety and Police	Supplies	\$ 113
To: College Safety and Police	Equipment	\$ 113
D16. Transfer to provide for equipment. (Fund 12, Resource 1050)		
From: College Safety and Police	Supplies	\$ 113
To: College Safety and Police	Equipment	\$ 113
D17. Transfer to provide for classified staff. (Fund 12, Resource 1190)		
From: Matriculation	Conferences	\$ 5,441
To: Matriculation	Classified Hourly Employee Benefits	\$ 5,341 100
D18. Transfer to reallocate the Food Services budget. (Fund 32, Resource 3200)		
From: Food Services - Aux. Business Services Food Services – Riverside	Classified FT Employee Benefits Classified FT Employee Benefits Other Services	\$ 9,340 3,614 1,023 1,562 13,137
Food Services – Moreno Valley	Other Services	1,962
To: Food Services – Riverside Food Services – Norco Food Services – Moreno Valley	Bread Beverage Equipment	\$ 10,463 17,271 2,894

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: June 15, 2010

Subject: Budget Adjustments (continued)

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

Gregory W. Gray  
Chancellor

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: June 15, 2010

Subject: Reject Bids - Voice/Data Cable Maintenance

Background: On May 28, 2010 the District received two (2) bids in response to an Invitation for Bid solicitation for Voice/Data Cabling Maintenance. The vendor is to provide on-site technical support to handle the installation, repair and maintenance of the components of the Districts cable plant and install, repair and maintain telecommunication trunks, circuits and networks (e.g. pay phones, T1, T3, ATM, alarms, Ethernet, wireless bridge systems, emergency phones, etc.). Bidder must have expertise on coaxial, shielded, copper and fiber cable. This includes the installation and certification of same. All cable installations must meet the current EIA/TIA standards for compliance. Each Bidder shall provide the first years cost based on 100 hours per week and an hourly rate for any additional services.

The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>
SK Telecon	Riverside	185,640 (100hrs)
X-act Technology Solutions	Temecula	156,000 (80hrs)

In reviewing the bids the committee noticed a discrepancy in the number of hours used to calculate the yearly rate submitted by each vendor. There were two versions of the specifications posted to the websites of local plan rooms by RCCD staff with different criteria. Following review, District staff recommends rejecting all of these bids and revising the specifications and re-bid.

Recommended Action: It is recommended that the Board of Trustees (1) reject all bids for Voice/Data Cabling Maintenance, and (2) authorize re-bidding after revising the specifications.

Gregory W. Gray  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Steve Gilson  
Associate Vice Chancellor, Information Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: June 15, 2010

Subject: Award of Bid-Computer Equipment Maintenance

Background: On May 28, 2010 the District received two (2) bids in response to an Invitation for Bid solicitation for Computer Equipment Maintenance five year agreement. The maintenance includes all installed equipment including, but not limited to: processors, memory (all Types), disk drives, diskette drives, optical disk drives, CD ROM drives, network interface cards, tape drives, all I/O cards, keyboards, power supplies, clock batteries, displays, printers, print heads, scanners, and attached and internal cables. The only exceptions shall be consumable supplies such as ribbons, paper, toner, printer maintenance kits and developer (if any), which shall be the responsibility of the District. Each bidder shall provide the first year's cost on the bid proposal form and an hourly rate for any additional services.

The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>
X-act Technology Solutions	Temecula	Non-responsive
Western Data Enterprises, Inc.	Riverside	\$165,000

Staff recommends awarding the bid to Western Data Enterprises, Inc. for the base bid amount of \$165,000. References for Western Data Enterprises, Inc were checked by Micro Support staff and were found to be satisfactory. This project will be funded from the General Fund budget.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Computer Equipment Maintenance in the total amount of \$165,000 and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Steve Gilson  
Associate Vice Chancellor, Information Technology

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: June 15, 2010

Subject: Wheelock Gymnasium, Seismic Retrofit Project

Background: On June 16, 2009, the Board of Trustees approved the design and tentative project budget in an amount of \$18,411,120 for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College. On May 25, 2010, the Board of Trustees approved award of bids for eleven (11) scopes of work in the amount of \$13,469,446.

On June 10, 2010, the last scope of work, Asbestos/Lead Abatement, was open for bid for the Wheelock Gymnasium, Seismic Retrofit project. Six firms responded and are as follows:

Firm	Location	Base Bid
Specialized Environmental, Inc.	Whittier, CA	\$107,000
Tri Span, Inc.	Brea, CA	\$117,700
Quality Environmental, Inc.	Santa Fe Springs, CA	\$130,000
Janus Corporation	Norco, CA	\$155,718
Vizons West, Inc.	Quail Valley, CA	\$166,293
Flores Sierra Contractors, Inc.	Chula Vista, CA	\$179,619

After review of bids by the construction manager staff now requests the Board to review and consider awarding the Asbestos/Lead Abatement lowest bid in the amount of \$107,000 with Specialized Environmental, Inc. All twelve (12) bids for the Wheelock Gymnasium, Seismic Retrofit project now total \$13,576,446.

To be funded by the Board-approved project budget, State Construction Act Funds (Resource 4100) and District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the award of bid for the Asbestos/Lead Abatement contractor, Specialized Environmental, Inc., for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College in the total amount of \$107,000; and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris, Acting President, Riverside City College

Norm Godin, Vice President, Business Services, Riverside City College

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

Michael J. Stephens, Capital Program Administrator  
Facilities Planning, Design and Construction

Doretta Sowell, Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: June 15, 2010

Subject: Out-of-State Travel

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

Revisions

- 1) At the meeting of March 16, 2010, the Board of Trustees approved out-of-state travel for Mr. Mark Dorrrough, assistant professor, speech communication, Riverside City College, to travel to New Orleans, Louisiana, April 3-11, 2010, to accompany seven (7) students participating in the Phi Rho Pi National Tournament. Estimated cost: \$10,305.00. Funding sources: \$3,505.00 from the Forensics fund and \$6,800.00 from ASRCCD fund. (The cost and funding sources changed as follows: The cost of travel is \$11,280.08 and funding sources are \$4,480.08 from Forensics fund and \$6,800.00 from the ASRCCD fund.
- 2) At the meeting of March 16, 2010, the Board of Trustees approved out-of-state travel for Ms. Julie Ann Padilla, director, procurement assistance center, Moreno Valley College, to travel to San Antonio, Texas, April 11-15, 2010, to attend the Association of Procurement Technical Assistance Centers 25<sup>th</sup> Anniversary Spring Conference and Membership meeting. Estimated cost: \$1,695.97. Funding source: Procurement Assistance Center fund. The cost of travel increased to \$2,004.77.

Current:

*Moreno Valley Campus*

- 1) Dr. Joanna Werner-Fraczek, assistant professor, to travel to Concepcion, Chile, July 20, 2010-February 3, 2011, to teach, conduct research, and develop international ties between two institutions under the Fulbright Scholarship at the University of Concepcion in Chile. There is no cost to the District.
- 2) Mr. Jeffrey Williamson, statewide director, centers for international trade development, to travel to Cairo, Egypt, June 24-29, 2010, to attend the Pre-departure Orientation for Egyptian Community College students sponsored by the Department of State. Estimated cost: \$3,610.00. Funding source: Foundation for California Community Colleges (Sub-grant Agreement) funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: June 15, 2010

Subject: Out-of-State Travel (continued)

*Norco Campus*

- 1) Mr. Greg Aycock, outcomes assessment specialist, Title V office, to travel to Cleveland, Ohio, July 12-18, 2010, to attend the Foundations I Institute: The Practice of Institutional Research. Estimated cost: \$2,578.36. Funding source: Title V (COOP) Grant funds.
- 2) Mr. Joe Eckstein, associate professor, geography, to travel to Florence, Italy, September 2-November 24, 2010, to provide assistance in course offerings for the Fall Semester 2010 Study Abroad Program. There is no cost to the District.

*Riverside City College*

- 1) Dr. Shelagh Camak, executive dean, workforce development, to travel to Keystone, Colorado, July 25-29, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. Estimated cost: \$1,004.90. Funding sources: \$754.90 from Bank of America Grant and \$250.00 from the Partner for Gateway College funds.
- 2) Mr. Miguel Contreras, educational advisor, workforce development, to travel to Keystone, Colorado, July 25-28, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. Estimated cost: \$1,001.00. Funding sources: \$751.00 from Bank of America Grant and \$250.00 from Tech Prep Grant.
- 3) Ms. Brenda Forsse, student resource specialist, workforce development, to travel to Keystone, Colorado, July 25-28, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. Estimated cost: \$1,002.00. Funding sources: \$752.00 from Bank of America Grant and \$250.00 from the Tech Prep Grant.
- 4) Ms. Cynthia Gibson, administrative assistant II, workforce development, to travel to Keystone, Colorado, July 25-28, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. Estimated cost: \$1,000.00. Funding sources: \$750.00 from Bank of America Grant and \$250.00 from the Partner for Gateway College funds.
- 5) Mr. Robert Isaacs, account clerk, workforce development, to travel to Keystone, Colorado, July 25-28, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. Estimated cost: \$1,000.00. Funding sources: \$750.00 from Bank of America Grant and \$250.00 from the Partner for Gateway College funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: June 15, 2010

Subject: Out-of-State Travel (continued)

- 6) Dr. Mary Legner, associate professor, mathematics, to travel to Keystone, Colorado, July 24-28, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. There is no cost to the District.
- 7) Ms. Jill Marks, project director, gateway to college, to travel to Keystone, Colorado, July 24-28, 2010, to attend the 2010 Peer Learning Conference Committed to Excellence Gateway to College National Network. Estimated cost: \$1,072.30. Funding sources: \$422.40 from Bank of America Grant; \$250.00 Tech Prep Grant; and \$399.90 from the Partner for Gateway College funds.
- 8) Mr. David Nelson, associate professor, theater arts, to travel to Florence, Italy, September 2-November 24, 2010, to provide assistance in course offerings for the Fall Semester 2010 Study Abroad Program. There is no cost to the District.

*Riverside Community College District*

- 1) Ms. Mary Figueroa, Board Member, to travel to Toronto, Ontario, Canada, October 12-23, 2010, to attend the Association of Community College Trustees Annual Leadership Congress. Estimated cost: \$2,177.00. Funding source: the general fund.
- 2) Mr. Jose Medina, Board Member, to travel to Denver, Colorado, June 24-26, 2010, to attend the National Association of Latino Elected Officials Annual Conference. Estimated cost: \$1,907.00. Funding source: the general fund.

Gregory W. Gray  
Chancellor

Prepared by: Kathy Tizcareno  
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: June 15, 2010

Subject: Contracts and Agreements Report Less than \$78,500 - All District Resources

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$78,500. The attached listing of contracts and agreements under \$78,500 requested by campus and District staff, have been reviewed, and verified that budgeted funds are available in the appropriate category of expenditure has occurred. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2010. The contracts and agreements have been executed pursuant to the Boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify contracts totaling \$497,852.

Gregory W. Gray  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Contracts and Agreements Report-All District Funds  
 \$78,500 and Under  
 5/01/10 thru 5/31/10

PO#	Department	Vendor	Business Location	Description	Amount
C0002994	Information Services	Virtual Computing Solutions	Irvine	Consulting Services	\$ 9,000
C0002995	Facilities - Norco	Mudry & Associates	Gardena	Norco Secondary Effects	11,250
C0002996	Performance Riverside	Music Theatre International	NY	Royalties For 'Little Shop Of Horrors'	4,913
C0002997	Customized Solutions	Softskills	Chatworth	Training	1,500
C0002999	Facilities - Mo Val	Steinberg Architects	LA	MV Science Lab Remodel	28,700
C0003000	Information Systems & Tech-Riv	NCS Pearson, Inc.	Huntington Beach	Testing Membership	489
C0003001	Customized Solutions	Butte Glenn Com College	Oroville	Annual Assessment Fee	500
C0003002	Customized Solutions	Martinez, Megan Nicolle	Moreno Valley	Training	580
C0003003	Customized Solutions	Torres, Vicky D	Riverside	Training	820
C0003004	Workforce Preparation	City Of Riverside	Riverside	IIP Emancipation Event	1,498
C0003005	Counseling - Norco	California Baptist University	Riverside	Facility & Catering-Puente	2,394
C0003006	Open Campus	Blackboard Inc	Washington	Additional Seat Service	33,440
C0003007	Customized Solutions	Napoli, William	Alta Loma	Training	4,500
C0003008	Customized Solutions	Umanageit & Associates	Riverside	Training	2,100
C0003009	Customized Solutions	Umanageit & Associates	Riverside	Training & Development	500
C0003011	Public Affairs & Inst Advance	Geographics	Riverside	Branding Consulting Work	46,000
C0003012	Health Sciences Prog - MV	Alcocer, Rayza	Murietta	Zenith Mentoring Program	288
C0003013	Health Sciences Prog - MV	King, Latina	Moreno Valley	Zenith Mentoring Program	288
C0003014	Health Sciences Prog - MV	Peralta, Deborah	Perris	Zenith Program	288
C0003015	Health Sciences Prog - MV	Massillon, Sandy	San Jacinto	Zenith Program	288
C0003016	Health Sciences Prog - MV	Lara, Vhonthary	Moreno Valley	Zenith Program	300
C0003017	Health Sciences Prog - MV	Rodriguez, Sandra H	Moreno Valley	Zenith Program	300
C0003018	Health Sciences Prog - MV	Gutierrez, Lidia	Riverside	Zenith Program	288
C0003019	Community Ed & Senior Cit Ed	Wyman, Robert Kurt	Dana Point	Community Ed Presenter	941
C0003020	Community Ed & Senior Cit Ed	Allen, Lewis J.	Riverside	Community Ed Presenter	1,170
C0003021	Community Ed & Senior Cit Ed	Edwards, Nancy F.	Riverside	Community Ed Presenter	1,425
C0003022	Academic Affairs - Riverside	Governet	LA	Maintenance	21,400
C0003023	Workforce Preparation	Bracy, Kevin	Elk Grove	Speaker	500
C0003024	Workforce Preparation	Renowned Events	Riverside	Annual Emancipation Event	995
N/A	School of Nursing	Alta Vista Healthcare	Riverside	Clinical Rotation Nursing Students	No Cost
N/A	Health Services	Cal State San Bernardino	San Bernardino	Clinical Practicum	No Cost
N/A	Workforce Prep	California Indian Manpower	Sacramento	RCCD to Invoice Student Fees	No Cost
N/A	Workforce Prep	CSU, Fullerton	Fullerton	Learning Activity Placement	No Cost
N/A	Customized Solutions	CIRCOR Aerospace, Inc.		Customized Training	10,800
N/A	Customized Solutions	City of MV	Moreno Valley	Customized Training	2,700
N/A	School of Nursing	Linda Caputi Inc.	St. Charles, IL	Speaker fee + expenses	5,800
N/A	Workforce Prep	Riverside Unified School Dist	Riverside	Federal Work Study contract to work	10,000



Contracts and Agreements Report-All District Funds  
 \$78,500 and Under  
 5/01/10 thru 5/31/10

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Dean of Instruction	Foundation for CCC	Sacramento	HS	36,541
N/A	Workforce Prep	The Foundation for CCC	Sacramento	Additional funding June 30, 2011	48,500
N/A	Workforce Prep	The Growing Place	Riverside	Federal Work Study contract to work	Wages
N/A	Workforce Prep	UCR ARTSblock	Riverside	Federal Work Study Contract to Work	Wages
N/A	Workforce Prep	Housing Authority County of Riv	Riverside	Federal Work Study Contract to Work	Wages
N/A	Finance	Keygent, LLC	Manhattan Beach	Disclosure Reports GO Bonds	No Cost
N/A	HHPS	Mission Family Medical Group	Temecula	PA Program Clinical Training	No Cost
N/A	Academic Support Services	The RP Group	Berkeley	cultures Technical Assistance Program	No Cost
N/A	EMS	Ontario Fire Dept	Ontario	EMS Field Service Training	No Cost
Additions to Approved/Ratify Contracts of \$78,500 and Under					
C0002150	Facilities - Riverside	Adecco USA, Inc.	Pasadena	Transportation Services	18,734
C0002389	Health Services - Riverside	Higginson+Cartozian Architects	Redlands	Architectural Drawings	10,562
C0002608	Diversity, Equity & Comp	Rise - ASL Interpreters	Hemet	ASL Interpreting	1,000
C0002677	Applied Technology - Riverside	Blue Mountain Two	Irvine	Culinary Lease	1
C0002718	CTE Projects	College of The Desert	Palm Desert	Tech Prep Project Workplan	13,704
C0002757	College Relations/Special Projects	Facilities Planning & Consult Svs	Exeter	Consulting Services	30,000
C0002762	Community Ed & Senior Cit Ed	Stage Presence Studio	Corona	Community Ed Classes	500
C0002792	Community Ed & Senior Cit Ed	Boston Reed College	Boston	Community Ed Presenter	58,000
C0002824	Facilities - Riverside	K.A.R. Construction, Inc	Ontario	Nursing/Sciences Building	920
C0002129	Finance	RCOE	Riverside, CA	Amend Additional Galaxy Screen	2,963
N/A	Customized Solutions	City of MV	Moreno Valley	Amend Income to training	2,700
N/A	Workforce Prep	Riverside County Dept SS	Riverside, CA	Revenue	67,772
Grand Total					\$ 497,852

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: V-A-6-b

Date: June 15, 2010

Subject: Amendment to Agreement with Loma Linda University Health Care

Background: Provided for the Board's review and consideration is an amendment to an agreement signed May 29, 2009, between Riverside Community College District and Loma Linda University Health Care to provide physician services for students. The amendment increases the number of physician hours at the current contracted rate of \$125.00 per hour to provide services at all three colleges of the district. The amendment increases the total not to exceed to \$129,000.00 for the 2 year period of the contract, July 1, 2009 to June 30, 2011.

Funding source: Health Services Fund.

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement from July 1, 2010 to June 30, 2011 and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Debbie DiThomas  
Associate Vice Chancellor, Student Services

Renee Kimberling  
Director, Health Services

## AMENDMENT TO AGREEMENT

This document amends Exhibit A of the original Agreement between the Riverside Community College District and Loma Linda University Health Care, which was signed by the Vice Chancellor, Administration and Finance on May 29, 2009.

The Exhibit A to the Agreement is hereby amended as follows:

1. Physician coverage shall increase to sixteen (16) hours per school week during the fall and spring terms and eight (8) hours per school week in the summer and winter intersession terms during the period July 1, 2010 to June 30, 2011. Responsibilities will be mutually determined by the parties.
2. Reimbursement to LLUHC for services rendered between July 1, 2010 and June 30, 2011, shall remain \$125.00 per hour for the physician's time. Based on the maximum number of hours worked, the total would be \$60,000 for both the fall and spring terms, and \$12,000 for both the summer and winter intersessions'.
3. The maximum total for the 09/10 school year would be \$57,000 and for the 10/11 school year it would be \$72,000, for a grand total not to exceed \$129,000.

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

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

LOMA LINDA UNIVERSITY  
MEDICAL CENTER

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

By: \_\_\_\_\_  
David G. Wren  
Loma Linda University Health Care  
Medicine

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

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



## AMENDMENT TO AGREEMENT

This document amends Exhibit A of the original Agreement between the Riverside Community College District and Loma Linda University Health Care, which was signed by the Vice Chancellor, Administration and Finance on May 29, 2009.

The Exhibit A to the Agreement is hereby amended as follows:

1. Physician coverage shall increase to sixteen (16) hours per school week during the fall and spring terms and eight (8) hours per school week in the summer and winter intersession terms during the period July 1, 2010 to June 30, 2011. Responsibilities will be mutually determined by the parties.
2. Reimbursement to LLUHC for services rendered between July 1, 2010 and June 30, 2011, shall remain \$125.00 per hour for the physician's time. Based on the maximum number of hours worked, the total would be \$60,000.00 for both the fall and spring terms, and \$12,000.00 for both the summer and winter intersessions.
3. The maximum total for the 09/10 school year would be \$57,000.00 and for the 10/11 school year it would be \$72,000.00, for a grand total not to exceed \$129,000.00.

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

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

LOMA LINDA UNIVERSITY  
MEDICAL CENTER

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

By: \_\_\_\_\_  
David G. Wren  
Loma Linda University Health Care  
Medicine

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-6-c

Date: June 15, 2010

Subject: Agreement for Acquisition of Temporary Construction Easement

Background: As part of the SR-91 HOV (High Occupancy Vehicle, or car pool lane) project, the area surrounding the Cridge Street bridge over the 91 Fwy. and the bridge itself, must be worked on. In order to do that, the Riverside County Transportation Commission (RCTC) will need to close Cridge St., at Olivewood for a period of approximately one year, beginning in 2012. This closure will cut-off the only driveway into the parking lot which serves the cosmetology students. The easement will allow RCTC to close the existing driveway on Cridge and build a temporary driveway off of Olivewood. The construction of the temporary driveway will be done during the 2012 cosmetology summer break. When all necessary RCTC work on the bridge is done, RCTC will re-open the original driveway on Cridge and close the temporary driveway, putting the property back to its original condition. This work is anticipated to be done during the cosmetology summer break of 2013. The City of Riverside Engineering Department has cleared the installation of the temporary driveway on Olivewood. RCTC is paying the District the sum of \$8,044.00 for the inconvenience. There will be no loss of parking spaces.

The Board's approval is being sought for the attached Agreement for Acquisition of Temporary Construction Easement and Easement Deed.

Recommended Action: It is recommended that the Board of Trustees approve the Agreement for Acquisition of Temporary Construction Easement and Easement Deed and authorize the Vice Chancellor, Administration and Finance to sign both documents.

Gregory W. Gray  
Chancellor

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

APN: 219-102-001  
TITLE REPORT NO: 97004  
PROJECT: State Route 91 HOV  
FEDERAL ID No.:33-0072823

## AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (hereinafter called "Buyer")**, and the **RIVERSIDE COMMUNITY COLLEGE DISTRICT, which acquired title as Riverside Junior College District (hereinafter called "Seller")** for acquisition by Buyer of a temporary construction easement ("TCE") as described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), a TCE over all that certain real property (hereinafter called "Property") situated in the City of Riverside, County of Riverside, State of California, and described in Exhibit "A" and depicted in Exhibit "B", both of which are attached hereto.
2. PURCHASE PRICE. The total purchase price, payable in cash, shall be the sum of  

EIGHT THOUSAND FOURTY FOUR DOLLARS  
(\$8,044.00)
3. CONVEYANCE OF EASEMENT. Seller agrees to convey to Buyer a TCE in, on, over and above the Property.
4. CONSTRUCTION CONTRACT, CURATIVE WORK.
  - a. In addition to the compensation shown in Paragraph 2 hereinabove, Buyer, its contractors or assigns, shall perform construction activities on the Property in connection with the project and the following construction contract items at the time of the installation of the proposed project:
    - i. Provide a temporary drive apron off of Olivewood Avenue to be constructed during RCC's Summer 2012 break.
    - ii. Replace the existing striping upon completion of the project.
    - iii. Restore the property to its original condition at the time immediately prior to commencement of construction, which will occur during RCC's Summer 2013 break.

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements

or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.

b. The compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property:

i. None

5. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Buyer and authorized agents or contractors, the right to possession and use of the area described in Exhibit "A" after providing Seller with a 48-hour prior written notice to perform the construction activities on the Property in connection with the project and to perform the construction contract items listed in paragraph 4a above.

The right to use the Property shall continue in effect for a total period of Eighteen (18) months; with active construction work being only two nonconsecutive months of the total 18 month period." All efforts shall be made to complete the described work within the proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, and the occurrence is verified through the contractor or City/State project inspection logs, Buyer agrees to pay at the rate of \$1,382.00 per month, prorated to the actual date of Buyer's termination of use.

Notice of commencement of construction activities shall be given to:

Rick Hernandez, Director, Facilities, Planning, Design and Construction  
3845 Market St.  
Riverside, CA 92501  
Phone: 951.222.8471  
Email: [rick.hernandez@rcc.edu](mailto:rick.hernandez@rcc.edu)

6. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the project as defined in Paragraph 9 above or the final expiration of the TCE, Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this TCE acquisition and associated construction project by Buyer.

7. PROPERTY CONDITION. Seller agrees that no improvements, other than those already on the TCE area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the easement area, which may hereafter be placed thereon, are at Seller's risk and without expectation of payment if removed by Buyer or Buyer's agent.

8. INDEMNITY. Except as to sole negligence or willful misconduct of Seller, Buyer agrees to indemnify, defend and hold Seller, its officers and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including reasonable attorney's fees, which arise out of or is in any way connected with the performance of work under this TCE by Buyer or any of Buyer's employees, agents or subcontractors.



9. Workers' Compensation Insurance: Buyer certifies that it is aware of and will comply with all laws of the State of California and insure against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Buyer will also insure that any of its agents or subcontractors performing work under this agreement, on its behalf also comply with the state's workers' compensation laws.
10. General Commercial Liability and Automobile Insurance: Buyer will maintain in full force and effect a policy of insurance for general commercial liability, in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, and a policy of automobile insurance in an amount not less than \$1,000,000 per occurrence. Said insurance will be to insure Buyer against damages for personal injury, including accidental death, as well as from claims for property damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Buyer. Seller and its officers, employees and agents, shall be named as additional insureds under these insurance policies.

These minimum amounts of coverage shall not constitute any limitation or cap on Buyer's indemnification obligations stated above.

Buyer shall furnish Seller with copies of proof of coverage, and additional insured endorsements evidencing the coverage require by this Agreement.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
12. CONTINGENCY. The completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
13. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.
14. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Riverside County.
15. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
16. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably

necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

17. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

SELLER

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

MAILING ADDRESS OF BUYER

Riverside County Transportation Commission  
Attn: Anne Mayer, Executive Director  
4080 Lemon Street, 3rd Floor  
Riverside, California 92501

BUYER

By: \_\_\_\_\_  
Anne Mayer, Executive Director

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Steven DeBaun, Attorney for  
RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Those portions of Lots 43, 44, 45 and 55 and that portion of Date Street, vacated, and that portion of an Alley, 15 feet wide, vacated, adjoining said Lots 43 and 55, shown by Map of Cuttle and Wilson's Subdivision in the City of Riverside, California, filed in Book 11, page 45, of Maps, Records of San Bernardino County, California, said Date Street and Alley vacated by Resolution No. 11633, recorded February 19, 1971 as Instrument No. 16268, Official Records of Riverside County, California, described as follows:

**BEGINNING** at a point on a line parallel with and distant southeasterly 44 feet measured at right angles from the centerline of Olivewood Avenue, said parallel line being the westerly line of that certain real property as described by a Grant Deed to Riverside Junior College School District, recorded June 11, 1971 as Instrument No. 63053, Official Records of Riverside County, California, said point lying distant thereon South 52°34'45" West 88.66 feet, from the northeasterly terminus of that certain course, in said Grant Deed, cited as "North 51°57'31" East 186.12 feet"; thence along said parallel line North 52°34'45" East 88.66 feet to the beginning of a curve concaved northwesterly having a radius 643.98 feet; thence northeasterly along said curve 42.07 feet through a central angle of 03°44'36" to a line parallel with and distant southwesterly 33 feet measure at right angles from the centerline of Cridge Street, (North Street); thence along said parallel line South 60°18'53" East 58.46 feet to the westerly line of State Route 91; thence along said westerly line South 29°41'17" West 166.58 feet; thence North 37°24'46" West 117.28 feet to the **POINT OF BEGINNING**.

The distances used in the above description are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above description by 1.0000273 to obtain ground level distances.

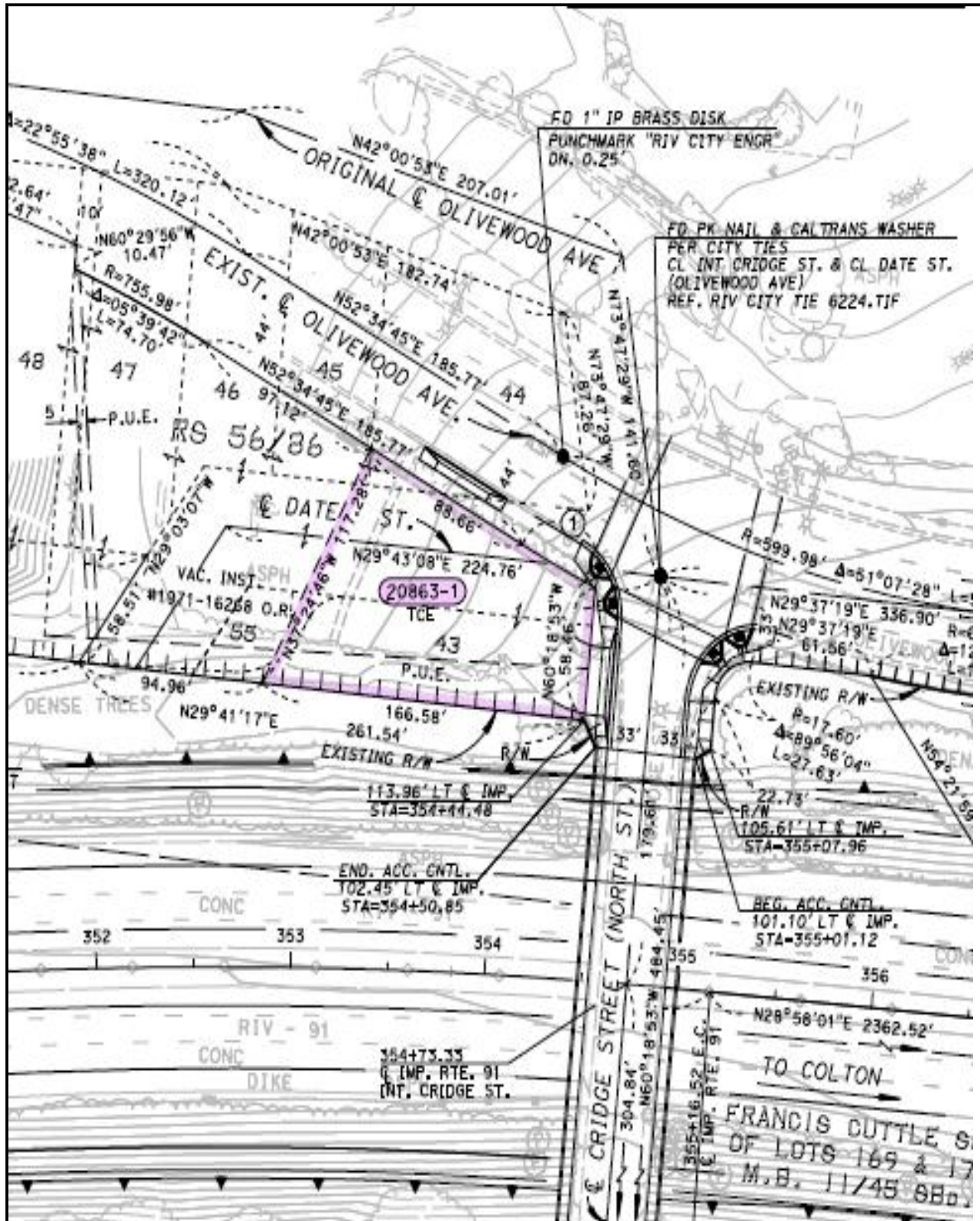
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature *Alexander Sandoval*  
Professional Land Surveyor  
Date 2/25/2009



08-Riv-91-PM 19.6-20863 (20863-1)

**EXHIBIT "B"**  
**APN: 219-102-001**  
**PARCEL REFERENCE: 20863-1**



**RECORDING REQUESTED BY**

When Recorded Mail To

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION

4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

Attention: Right of Way Department

**FREE RECORDING:**

This instrument is for the benefit of Riverside County  
Transportation Commission, and is entitled to be  
recorded without fee or tax.(Govt. Code 27383 and Rev.  
& Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED**

District	County	Route	Post	Number
08	Riv	91	19.6	20863

RIVERSIDE COMMUNITY COLLEGE DISTRICT, which acquired title as Riverside Junior College District

GRANT to the Riverside County Transportation Commission, a public agency of the State of California, an  
EASEMENT for Temporary Construction upon, over and across that certain real property in the City of Riverside  
County of Riverside, State of California, described as follows:

**See Exhibit "A"**

It is understood that said temporary easement shall extend for a period of eighteen (18) months commencing forty-  
eight (48) hours after Grantee provides written notification to Grantor of its intent to commence construction.

All rights acquired herein shall terminate on August 1, 2016 or upon filing Notice of Completion.

**08-Co-Rte-PM 19.6-20863 (20863-1)**

Number
20863-1

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Riverside Community College District,  
which acquired title as Riverside Junior College District

\_\_\_\_\_  
James L. Buisse, Vice-Chancellor  
Administration and Finance

State of California            )  
  )  
County of \_\_\_\_\_)        } ss

**ACKNOWLEDGMENT**

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and  
correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



EXHIBIT "A"

Those portions of Lots 43, 44, 45 and 55 and that portion of Date Street, vacated, and that portion of an Alley, 15 feet wide, vacated, adjoining said Lots 43 and 55, shown by Map of Cuttle and Wilson's Subdivision in the City of Riverside, California, filed in Book 11, page 45, of Maps, Records of San Bernardino County, California, said Date Street and Alley vacated by Resolution No. 11633, recorded February 19, 1971 as Instrument No. 16268, Official Records of Riverside County, California, described as follows:

**BEGINNING** at a point on a line parallel with and distant southeasterly 44 feet measured at right angles from the centerline of Olivewood Avenue, said parallel line being the westerly line of that certain real property as described by a Grant Deed to Riverside Junior College School District, recorded June 11, 1971 as Instrument No. 63053, Official Records of Riverside County, California, said point lying distant thereon South  $52^{\circ}34'45''$  West 88.66 feet, from the northeasterly terminus of that certain course, in said Grant Deed, cited as "North  $51^{\circ}57'31''$  East 186.12 feet"; thence along said parallel line North  $52^{\circ}34'45''$  East 88.66 feet to the beginning of a curve concaved northwesterly having a radius 643.98 feet; thence northeasterly along said curve 42.07 feet through a central angle of  $03^{\circ}44'36''$  to a line parallel with and distant southwesterly 33 feet measure at right angles from the centerline of Cridge Street, (North Street); thence along said parallel line South  $60^{\circ}18'53''$  East 58.46 feet to the westerly line of State Route 91; thence along said westerly line South  $29^{\circ}41'17''$  West 166.58 feet; thence North  $37^{\circ}24'46''$  West 117.28 feet to the **POINT OF BEGINNING**.

The distances used in the above description are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above description by 1.0000273 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature *Alexander Sandoval*  
Professional Land Surveyor  
Date 2/25/2009



**CERTIFICATE OF ACCEPTANCE**

**THIS IS TO CERTIFY, That the Riverside County Transportation Commission, a public agency of the State of California (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2010**

**By \_\_\_\_\_**



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-6-d

Date: June 15, 2010

Subject: Master Services Agreement – IT Audit

Background: In early 2010 the District made the decision to have a complete audit conducted of the information technology infrastructure and services throughout the District. Since it takes a specialized company to perform such an audit, an RFQ was developed for the work to be conducted. A selection committee composed of faculty and administrators from each College, the District and key stakeholder areas was formed to carry through the RFQ process, conduct initial interviews of respondents to the RFQ and select those firms to go forward for final interview by the Chancellor's Executive Cabinet. Fourteen companies submitted a response to the RFQ and the selection committee reviewed all responses. Of those 14 companies, four were selected for initial interviews by the selection committee. From that, two companies were selected for a final interview with Executive Cabinet. Those interviews took place and PlanNet Consulting was selected as the firm to conduct the IT Audit.

PlanNet's audit and services will consist of, but is not limited to, investigating existing technology master plans, standards, infrastructures, enterprise services, security alarm systems and organizational structure; an evaluation of the viability of existing technology resources; recommendations for planning upgrade, replacement and migration strategies for technology resources to sustain and support the District future demands; evaluation of current web-based technologies and staffing levels; evaluation of course management software with regard to both on-line teaching and traditional classroom settings and assistance in methodology development to introduce new technologies that provide evaluation, testing, implementation, and utilization for future technological change. Plan Net will perform these services for an amount not to exceed \$176,040, plus reimbursable expenses. Funding Source: Measure "C".

Recommended Action: It is recommended that the Board of Trustees approve the selection of PlanNet as the company to do the IT Audit for the District, approve the Master Services Agreement with PlanNet and authorize the Vice Chancellor, Administration and Finance to sign both documents.

Gregory W. Gray  
Chancellor

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

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement is made as of and is effective this \_\_\_\_day of \_\_\_\_\_, 2010, between **Riverside Community College District** ("Client"), and PlanNet Consulting, ("PlanNet Consulting"), a California Limited Liability Company.

### **1. Master Services Agreement**

- 1.1. This Agreement sets forth the relationship of the parties and the general terms and conditions of services to be provided by PlanNet Consulting to the client. This Agreement presumes that multiple engagements or projects may be performed by PlanNet Consulting on behalf of the Client during the term of this Agreement. Actual services to be provided for specific projects, and their corresponding start dates and durations are defined in Statements of Work (SOW) and will be agreed to and signed by both parties prior to the performance of work. Except as expressly set forth in a Statement of Work, the terms and conditions of this Agreement shall apply to the provisions of all Services by PlanNet.

### **2. Work Order**

- 2.1. Each Statement of Work shall contain specific information about the Services to be performed with respect to a particular project, including but not limited to:
  - 2.1.1. Description of Services to be provided.
  - 2.1.2. Expected project initiation and completion dates.
  - 2.1.3. Project fees and expenses, and the terms of project compensation.
  - 2.1.4. Any special terms, considerations or provisions regarding work location, equipment, supplies, or other matters.

### **3. Obligations of PlanNet Consulting**

- 3.1. PlanNet Consulting shall perform the services in accordance with standards set forth in Statements of Work and by Client from time to time. PlanNet Consulting shall be responsible for all applicable local, state and federal taxes resulting from the operation of PlanNet Consulting's business or the employment of PlanNet Consulting personnel.
- 3.2. PlanNet Consulting shall be responsible for all applicable workmen's compensation, disability benefits, unemployment insurance and other employee benefit acts with respect to PlanNet Consulting personnel.
- 3.3. PlanNet Consulting shall maintain insurance coverage considered necessary and adequate to protect itself from applicable risks, including, but not limited to, automobile, commercial liability, errors and omissions and statutory workmen's compensation. PlanNet shall provide a Certificate of Insurance to Client, naming client as an additional insured.
- 3.4. PlanNet Consulting personnel and any other agents, employees and permitted subcontractors shall comply with Client's rules and regulations defining safety and security policies when they are located at Client's offices or locations.

- 3.5. For the avoidance of doubt, where the performance of services requires that PlanNet Consulting be provided access to Client's equipment, systems or facilities, Client is only obligated to provide PlanNet Consulting with the level of access strictly necessary for PlanNet Consulting to perform the services. PlanNet Consulting agrees that it shall perform all services in a manner which has no or minimal impact to Client's business operations.
- 3.6. PlanNet Consulting warrants that any deliverables or work product provided to Client under the Agreement shall conform to specifications or documentation for a period of sixty (60) consecutive days. In the event of non-conformance during the warranty period, where such non-conformance was not a result of Client's failure to comply with its obligations under the Agreement, PlanNet Consulting agrees that it shall re-perform the services at no additional charge to Client. Any corrected deliverable or work product shall then be subject to a new sixty (60) day warranty period.

#### **4. Compensation**

- 4.1. Client shall pay PlanNet Consulting for the Services provided for the fees set forth in the attached Statement of Work. Said fees are not to exceed \$176,040, plus reimbursable expenses. Client shall be invoiced in equal monthly increments for the project fees with the first payment due within 30 days of contract signature and thereafter invoiced on a monthly basis, unless otherwise specified in the Statement of Work. Payment terms shall be net 30 days from receipt of invoice. PlanNet Consulting shall have the option to terminate this agreement and cease performance of consulting services for clients with invoices outstanding over 90 days, provided that PlanNet Consulting has provided Client with written notice of nonpayment and a reasonable time to cure. PlanNet will bill expenses such as travel, mileage, parking, at cost, provided that Client has pre-approved all such expenses in writing, and shall list all such expenses as separate line items on the invoices.

#### **5. Personnel**

- 5.1. All Services shall be performed by fully qualified persons, who may be employees of PlanNet Consulting, subcontractors, or the employees of subcontractors. The use of any subcontractors is permitted only with Client's prior consent, which shall not be unreasonably withheld. PlanNet Consulting shall ensure that its subcontractors perform the services in accordance with the Agreement, as hereby amended, and shall remain responsible for all acts and omissions of its subcontractors. Client shall not, directly or indirectly hire as its own employees or engage, as independent contractors, any PlanNet Consulting personnel (direct employees or subcontractors) until at least six months following the completion of Services by such PlanNet Consulting personnel without the prior written consent of PlanNet Consulting. The foregoing restrictions on employment shall not apply to employment: (i) resulting from the individual's affirmative response to a general recruitment effort carried out through a public solicitation or a general solicitation or (ii) resulting from the individual's own initiative.
- 5.2. PlanNet Consulting warrants and represents to Client that all individuals it provides to perform services under this Agreement have been subject to and passed, at a minimum, the following reference checks, verifications and screening processes to be performed by PlanNet Consulting: (a) employment history, (b) educational background, (c) professional references, and (d) criminal background, (collectively "Background Checks"). PlanNet Consulting agrees to

provide to Client, upon request, certification that Background Checks have been performed, documentation of the processes followed for such Background Checks, and access to the results of the Background Checks for any individuals presented to perform services for Client. PlanNet Consulting agrees to obtain the necessary consent from each individual authorizing the release of personal and reference information to Client.

- 5.3. PlanNet Consulting warrants that it shall perform, and cause all employees and permitted subcontractors to perform, all services in compliance with all applicable local, state, and federal laws, rules, regulations, standards, or codes.

## **6. Ownership; Rights to Data**

- 6.1. During the course of providing services to client, PlanNet Consulting may develop or come in contact with ideas, concepts or methodologies that offer improvements to delivery of services. Unless otherwise specified in writing in advance or protected by Patent or Copyright, PlanNet Consulting shall not be held liable for any future use of such ideas, concepts or methodologies. Client shall inform PlanNet Consulting in advance of any proprietary rights associated with materials made available to PlanNet Consulting by Client or parties acting under the direction of Client.
- 6.2. PlanNet Consulting shall retain ownership of all data, ideas, designs, templates, concepts, analysis, methods, techniques, technical information and specifications developed by PlanNet Consulting. PlanNet Consulting shall also retain all copyright, patent and other intellectual property rights therein. Without limiting the rights it has retained, PlanNet Consulting shall have the right to create or develop derivative works or other works that may be similar to the deliverables that PlanNet Consulting has developed previously.
- 6.3. The terms of this Section 6 shall not apply to any component of the Work that is a commercially available software product.

## **7. Use of Materials**

- 7.1. PlanNet Consulting shall have no right to use the Materials for any purpose whatsoever, other than in carrying out the terms and conditions of this Agreement, without the prior written consent of the Client.

## **8. Confidential Information**

- 8.1. As it applies to this Agreement, "Confidential Information" is defined as information made available, disclosed or known by either party as a consequence of this relationship and as a result of Services performed that generally is not known to the public. Confidential Information shall include, but not be limited to, information of or about the parties' customers (actual and potential, including any such customers' personal or financial information), marketing plans, financial plans, financial projections, planned services and products, proprietary technology and billing information. Each party recognizes that Confidential Information may and will be acquired during the course of this relationship. Each party acknowledges that this Confidential Information constitutes a special and unique asset of the other and will be treated as such.

- 8.2. *Non-Disclosure of Confidential Information.* Each party shall treat all Confidential Information as the other's confidential property, shall not use any Confidential Information (except in the course of providing the Services) in any form or manner, and shall not disclose any Confidential Information to any third party, in whole or in part. Each party shall use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. The parties' obligation under this Section 8 shall survive the completion of Services under this Agreement or termination of this Agreement for any reason. Upon completion of Services, each party shall deliver to the other all materials in its possession that contain the Confidential Information of the other party.
- 8.3. *Equitable relief.* The parties acknowledge that the provisions of this Section 8 are essential to the other, and that damages sustained as a result of a breach of this Section 8 cannot be adequately remedied once they have occurred. Each party therefore agrees that the other, notwithstanding any other provision of this Agreement and in addition to any other remedy it may have at law, shall be entitled to injunctive and any other equitable relief to prevent or curtail any breach of any provision of this Section 8.
- 8.4. *Exceptions.* This provisions of Section 8 shall not apply to any information (a) known to a party prior to such party's receipt of such information from the other, (b) rightfully received by a party without obligation of confidentiality from a third party under no obligation of confidentiality, or (c) that has become part of the public domain, other than by reason of the receiving party's acts or omissions. If either party is required by law to disclose Confidential Information, it promptly shall notify the other and shall cooperate if the other seeks a protective order or other appropriate remedy to prevent disclosure of the Confidential Information.
- 8.5. Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such other party's written consent, provided that such consent may be revoked with reasonable notice.

## **9. Limitations on Liability; Indemnification; Arbitration**

- 9.1. *Indemnification.* Both the Client and PlanNet Consulting agree to indemnify, defend and hold harmless one another and their officers, agents and employees from and against any and all claims, actions, suits, expenses, losses, liabilities and damages (including attorneys' fees and expenses) arising out of or in connection with services provided under this Agreement where such claim arises from the fault of the indemnifying party or where such claim is based on intellectual property right infringement caused by data, materials or deliverables provided by the indemnifying party. The obligations herein shall survive termination of this Agreement for any reason.
- 9.2. Should a dispute arise against PlanNet Consulting, damages shall under no circumstances exceed the amount of the contract or the amount paid to PlanNet Consulting, whichever is less. In no event, will the measure of damages include, nor will PlanNet Consulting be liable for, any amount for loss of income, profits, or savings or indirect, incidental, consequential, or punitive damages of any party, including third parties. The limitations on liability contained in this Section 9.2 shall not apply to claims based on a breach of confidentiality, gross negligence,

intentional misconduct or claims giving rise to a party's indemnification obligations. The remedy set forth above is the exclusive remedy available to the Client.

- 9.3. *Best Effort.* The Client acknowledges the impact of any analysis or design in the areas of software, networking or any related services can be significant. It is further understood such impact cannot always be completed or anticipated due to the complex nature of the technology environment. This being the case, the Client agrees that PlanNet Consulting will be offering its services as a best effort and in fulfilling PlanNet Consulting's obligations under this Agreement, Addendums and Statements of Work. Nothing in this Section 9.3 shall relieve PlanNet Consulting from any liability arising from its negligence or intentional misconduct.
- 9.4. *Arbitration.* In the event of a dispute regarding any portion of this Agreement, and prior to filing an action in the Courts, the parties agree to attempt to settle any disputes that they cannot resolve between themselves or through mediation, by submitting the dispute to arbitration under the rules of the American Arbitration Association. Each party to bear its own costs and pay one-half of the arbitrator fees.

## 10. General Provisions

- 10.1. *No Implied Waivers.* The right of any party under this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.
- 10.2. *Severability.* In the event that any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of such term or provision shall be enforced to the maximum extent allowable and the remainder of this Agreement shall continue in full force and effect.
- 10.3. *Entire Agreement/Amendments.* This Agreement constitutes the entire Agreement between Client and PlanNet Consulting with respect to its subject matter. All prior and contemporaneous oral or written communications, understandings or agreements between Client and PlanNet Consulting with respect to such subject matter are superseded and nullified. No modification of this Agreement shall be effective unless in writing and signed by both parties.
- 10.4. *Assignments/Successors.* Neither party may assign its rights and obligations under this Agreement without the written consent of the other. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and shall be enforceable by the parties and their respective successors and permitted assigns.
- 10.5. *Legal Expenses.* In the event of any event dispute regarding the interpretation or enforcement of this Agreement, adjudicated in a Court of Law, the prevailing party in such dispute shall be entitled to recover its reasonable attorneys' fees and costs.

## 11. Termination

11.1. Client and PlanNet Consulting may terminate any project or Statement of Work under the following conditions:

11.2. *For cause.* Either party may terminate a project or Statement of Work by written notice immediately upon the occurrence of any one or more of the following events:

11.2.1. Failure from a party to cure any material breach of this Agreement within 30 days of written notice from the nonbreaching party. The notice of this breach shall describe the breach in reasonable detail;

11.2.2. Deception, fraud, misrepresentation or dishonesty by the other party, or any act of omission that substantially impairs the other party's business, goodwill or reputation;

11.2.3. The filing of any voluntary or involuntary petition with respect to the other party under the U.S. Bankruptcy Code, insolvency of the other party, an assignment for the benefit of creditors, or liquidation of the other party's business.

11.2.4. This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations in good faith hereunder. In the event of termination, the Client shall pay PlanNet Consulting for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses, if any.

11.2.5. In the event Client terminates this Agreement or any project for any of the above, PlanNet Consulting shall provide Client with a pro rata refund of all unused prepaid amounts, if any.

11.3. *Without Cause.* By Client, upon thirty (30) days written notice to the PlanNet Consulting.

## 12. Notices

12.1. All notices required or permitted under this Agreement shall be in writing and shall be (i) delivered in person or by private messenger or overnight courier services where evidence of delivery is obtained, (ii) sent by certified mail, postage prepaid, with return receipt requested, or (iii) dispatched by fax transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed not later than the day after transmission), to the appropriate address or fax number listed below. Such notice shall be effective (a) if given by fax, when dispatched, (b) if given by mail, three days after mailing, and (c) if given by other means, when delivered. Any party may change its address or fax number for notices hereunder by notice to each party given in accordance with this section.

12.2. Any notice given to Client pursuant to this Agreement shall be addressed to:

**Riverside Community College District**

Chris Carlson, Chief of Staff

1533 Spruce St.

Riverside, CA 92507

Telephone: 951-222-8044; Fax: 951-682-5039

12.3. Any notice to be given to PlanNet Consulting pursuant to this Agreement shall be addressed to:

Michael Weller  
PlanNet Consulting, LLC  
2850 Saturn Street, Suite 100  
Brea, CA 92821  
Telephone: 714-982-5800  
Fax: 714-982-5801

**13. Applicable Law**

13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any rules governing conflicts of laws.

**14. Signatory Authority**

The below signed are fully authorized to represent Client and PlanNet Consulting, LLC, and do hereby agree to fully comply with and abide by the terms of this Agreement.

**Riverside Community College District**

**PlanNet Consulting, LLC**

\_\_\_\_\_  
Signature  
  
James L. Buysse  
\_\_\_\_\_  
Name  
  
Vice Chancellor, Administration and Finance  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



## **STATEMENT OF WORK IT SYSTEMS AND ORGANIZATIONAL AUDIT CONSULTANT SERVICES**

### *PROJECT BACKGROUND*

Riverside Community College District (RCCD) is located in the County of Riverside which is experiencing unprecedented population growth. As such, the number of students at RCCD's three campuses --- Riverside Community College, Moreno Valley Campus, and the Norco Campus --- as well as four other Learning Centers has also been impacted by the increase in numbers. The District serves 38,395 students each semester with the Riverside Campus having over 23,522 students (and 52 buildings and the Systems Office building); the Moreno Valley Campus has over 9,407 students (31 buildings and 3 off-site Learning Centers); and the Norco Campus has 10,792 students (20 buildings with plans for additional off-site Learning Centers).

The Chancellor's directive is to get Riverside Community College District's IT Systems and Operations into effect in 2010 --- which may involve technology refresh, update to technology plans, changes to address business/regulatory environment --- with the ultimate preparation of a roadmap for future technology implementation. RCCD is looking to retain a qualified, independent technology consultant to assist with conducting an IT/technology assessment or audit of all relevant District-wide IT services, systems and solutions; and to analyze and make and recommendations as part of a planning initiative and establish the basis for the District's IT roadmap.

The project objectives that RCDD has outlined in the RFP include:

- Investigation of existing technology master plans, standards, infrastructures, enterprise services, security alarm systems and organizational structure
- Evaluation of viability of existing technology resources to support RCDD's mission, vision, business objectives, and growth objectives
- Recommendations for planning upgrade, replacement, and migration strategies for technology resources to sustainably support future demands
- Recommendations for methodologies to attain secure student access, including registration, coursework and social interaction
- Recommendations for methodologies to promote collaboration between faculty and staff using administrative systems both on campus and remotely
- Evaluation of current web-based technologies and staffing levels
- Evaluation of course management software used by faculty, and levels of utilization both in online teaching and traditional classroom settings
- Recommendation of methodologies to provide measurable outcomes to aid in the reporting of metrics (improvements, success)

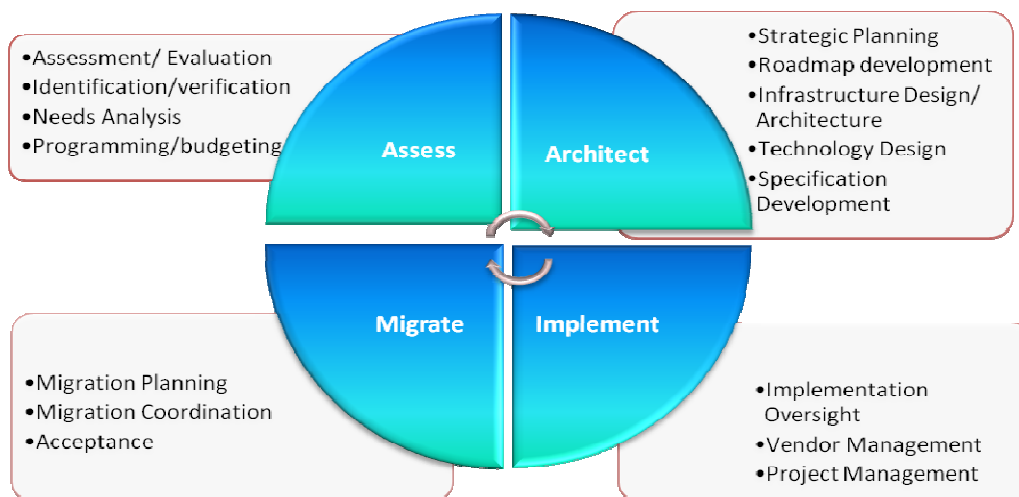
- Assistance in methodology development to introduce new technologies that provides evaluation, testing, implementation, and utilization for future technological change (change management).

### PROJECT APPROACH AND METHODOLOGY

PlanNet Consulting has a proven methodology --- or 'Best Practices Framework' --- that will be applied to accomplish the required tasks for this project. The AAIM (Assess, Architect, Implement, Migrate) methodology is drawn from a life-cycle approach and framework with a focus on IT transformation. Figure 1 depicts the full AAIM offering. In this engagement we will draw heavily from our own AAIM methodology with additional process insights based on best practices.

The phases from our methodology that are pertinent and apply to this assessment/ audit and analysis include:

- Project Initiation - project setup including project plan and resource plan, communications plan, and survey development
- "Assess" - which involves identification/verification; gathering information; conducting interviews; assessment, review and evaluation of the data collected
- "Architect" – includes development of recommendations to be used for planning in the future; as well as generation of a summary report with findings and details of the recommendations.



**Figure 2 - PlanNet Consulting AAIM Methodology**

PlanNet will set up and host a SharePoint project website dedicated specifically to this project as a common repository. All documents and deliverables will be posted to the SharePoint site, to ensure all team members including RCCD's project team, are working from the most current versions.

PlanNet Consulting will assign a senior, highly experienced team to this project. Our approach includes review of work product and deliverables by no less than two principals at the firm to ensure project quality and continuity, as well as the benefit of another set of eyes to address any issues.

### *PROJECT MANAGEMENT*

PlanNet Consulting will designate a Project Principal as overall delivery manager to ensure that cost, schedule and technical performance requirements are adhered to and/or met. The Project Principal is assigned based on their applicable experience and expertise to the project.

The Project Manager (PM) will be responsible for day-to-day management of the schedule, completion of tasks, deliverables, and managing communications between PlanNet's team and RCCD.

### *TOOLS*

PlanNet Consulting will be using several tools as part of this project:

- Sharepoint - will serve as the project portal
- MS Project – Project Plan
  - Communications Plan – contains the project contact directory, user and stakeholder interview/survey plan and the chain of escalation
  - Resource Plan – describes the project resources and the individual areas of responsibility
- Standard MS Office (Word, etc) – used for data collection
- Web-enabled survey tools
- PlanNet IT Services Information Model as project information repository
- PlanNet may require access to the RCCD's IT management tools and repositories.

In addition our Project Manager will provide an informal status report to the RCCD project manager on a regular basis as mutually agreed upon (email, oral, etc).

## *SURVEY METHODS AND TOOLS*

Our project team has many questionnaire/survey templates that we can draw from, and we would tailor and customize them specifically to RCCD's project to comprehensively assess the current target IT environment (including understanding assets, services, solutions, IT resources/skills, business processes) and customer feedback across multiple departments. In the past we have used a combination of web-based survey tools (e.g. Survey Monkey, etc) with considerable success in collecting some of the required data; in conjunction with interview-style methods of data-collecting in order to obtain additional information. The interview-style methods (which may be departmental, workshop or individually-based) also help us confirm the accuracy and completeness of information; and in some cases can help expedite the collection of information.

## *SCOPE OF SERVICES*

PlanNet's work plan is an approach in response to the scope of services as described in RCCD's RFP document. In addition to the defined scope summarized below, PlanNet has included tasks that will be performed for each phase.

### **PHASE 0 - PROJECT INITIATION**

- Finalize work activities with internal project team
- Determine project quality and control objectives
- Define method of operation with RCCD governance structure
- Develop Project Plan and control documents:
  - Communications Plan
  - Meeting artifacts
  - Project Plan
  - Status Report requirements
- Finalize IT Asset and Services information survey templates (Request for Information)
- Determine RCCD's project team involvement and availability
- Review and confirm schedule with the RCCD designated project manager
- Develop Kick Off Meeting agenda and attendees list, and coordinate with RCCD's project manager
- Complete final Project Plan.

## PHASE 1 – IT ASSESSMENT

### 1. Assessment of RCCD's IT/Technology Environment

1.1. Conduct data collection activities for each of the department's technology systems, services, staffing, and infrastructure; including business and operational initiatives and goals; previous technology assessments and/or studies; inventory of existing technology assets.

- This will include evaluating applicable departments for current IT /Technology staff skills.
- Approximately 129 departments were identified on RCCD's website that are district and/or campus departments, which included administrative, staff, and academic entities. PlanNet will work with RCCD to identify key representative administrative/staff, campus and/or departmental for the interview process. PlanNet assumes that multiple departments will be represented by common subject matter experts where applicable.

1.2. For each of the department's and functional lines of business, PlanNet will discover, identify, document and assess RCCD's relevant information regarding IT /technology portfolio of assets, services, applications and initiatives. This will include review of RCCD's current technology solutions as well as reviewing technologies in RCCD's business areas. Identified in the RFP were:

- Technology master plans and design standards
- Telecommunications infrastructure for (Voice and Data) and Structured Cabling Systems
- Campus underground pathways and inter-building cabling
- Telecommunication Room (data centers, server rooms, MDFs, IDFs, etc)
- District's wide area network (WAN), campus local area networks (LAN), and wireless networks
- Existing email system to support encryption technologies for executive users and centralized archival of all District meetings
- District communications technologies including voice and video systems
- All District-owned network-connected systems (desktop, computers, laptops, and other wireless devices, servers, printers, etc)
- All network-based applications including educational, administrative, research, and business applications
- Information Services Department and Instructional Media organizational, command, and support structures
- Security alarm systems design and standards
- Classroom-based audiovisual and other teaching/ learning technologies currently utilized.

1.3. PlanNet will identify and verify IT/technology infrastructure, services and solutions information provided by RCCD, and determine the current customer (departmental) feedback of RCCD provided services. PlanNet assumes there will be 2-4 personnel from each of the representative departments that will be involved with this task.

- PlanNet will develop Request for Information (RFI) and disseminate survey (i.e. web-based survey approach) to discover project relevant IT information on infrastructure/services, as well as customer expectations and satisfaction by department. We will rely on RCCD personnel to distribute the survey electronically to all participants.

1.4. Verify survey information as needed, and follow up with respondents on-site to ensure completeness of the data. PlanNet will assume that representative departments will take up to (8) hours of on-site auditing, and that department's key stakeholders will be readily accessible to be evaluated by the PlanNet team. As part of the data gathering effort, PlanNet will do an on-site high-level review RCCD's critical facilities and IT infrastructure. PlanNet will discover, identify, document and assess RCCD's efficiency in providing processing environments for services. We will gather information on the status of the infrastructure and services, including:

- Hardware
- Software
- Systems Management
- Connectivity
- Communications technologies
- Disaster Recovery
- Critical Facilities
- Support personnel
- Organization and governance
- Current operating costs

1.5. Review RCCD's business processes and methodologies.

- PlanNet will gather information on RCCD's current IT business process framework with respect to industry best practices. PlanNet will do this at the representative department level as well as the RCCD administrative/staff level.
- Identify areas of inefficiencies with respect to IT solutions, processes, operations and service delivery.

1.6. Generate a database, input collected survey information, and tabulate results.

- Create a database, input and consolidate collected information.
- Tabulate results and conduct an initial analysis of the findings entered in the database.

## **PHASE 2 – IT ANALYSIS AND RECOMMENDATIONS**

2. Conduct analysis and develop recommendations that can be used in the future as input for IT planning and roadmap development for RCCD based on the collected data and assessment information.

2.1. Evaluate key aspects of RCCD's IT environment (including governance, current and planned IT initiatives, prioritization and communication-related processes) to fully understand and profile the current disposition at the RCCD-level. This review will focus on identifying current capabilities and functionality, existing shortcomings and potential for enhancement, replacement, and consolidation/convergence; and then developing recommended options and alternatives. PlanNet's recommendations will include best practices for technology governance including:

- IT organizational structure
- Frequency of involvement
- Roles and responsibilities
- Technology portfolio management.

2.2. Conduct analysis of RCCD's key enterprise services based on those services identified in RCCD's available and existing documentation; the information gathered from the RFI; as well as during the on-site interviews/audits and alignment with RCCD tactical and strategic planning . Develop recommendations based on best practices for:

- Operational stability
- Business continuity/ disaster recovery
- Reduction of process
- Reduction of data redundancy
- Service delivery models
- Security
- Network architecture.

2.3. Recommend IT technologies, services and solution alternatives and options based on analysis to industry best practices, and PlanNet's experience in conducting comparison of profiles to similar IT operating environments and models that have streamlined, converged/ consolidated their IT infrastructure asset/services model. Development of the future state recommendations will include:

- Business case
- Budget/cost information (low/medium/high alternatives; total life cycle cost; and additional escalation or opportunity costs if there is delay in implementation)
- Risks/impacts to RCCD current IT environment
- Gap analysis of current/proposed technologies and relevant resource skills (including identifying resource requirements)
- Change management plans
- High-level Roadmap

**PHASE 3 – REPORT AND PRESENTATION OF ASSESSMENT REPORT**

3. Provide RCCD with database of information gathered (working papers), and summary report of findings and recommendations in the form of an Assessment/ Audit Report that addresses IT technologies, services, and solutions, and also provides basis for an IT Roadmap.
  - 3.1. Summarize and document findings; develop recommendations and associated information (details, costs, risks/impact) that are prioritized based on best practices. The findings will also include a list of observations, concerns, requirements, and desires of the IT environment future state and corresponding goals. Aspects of this report will become the basis for future IT/technology implementation(s).
  - 3.2. Meet with RCCD management and staff to review the draft of the report findings and recommendations, and provide clarifications.
  - 3.3. Incorporate any comments or edits provided by RCCD personnel to finalize the report.
  - 3.4. Prepare and present the final IT Assessment Report to RCDD IT management and administration.

*PROJECT TIMELINE*

The project timeline is identified in RCCD’s RFP and reflects PlanNet’ proposed phases. PlanNet is planning a start date of **June 28, 2010** for the project.

PHASE	MILESTONE PROJECT DATES	ESTIMATED PROJECT TIMEFRAME (WEEKS)
Project Initiation/ IT Assessment <ul style="list-style-type: none"> <li>• Project Initiation</li> <li>• Interviews, Workshops and Data gathering</li> </ul>	June 28, 2010 Assessment start	6
IT Analysis and Recommendations	Assessment completion	3
Report and Presentation of IT Assessment Report <ul style="list-style-type: none"> <li>• Draft Report</li> </ul>	Draft completion	3
<ul style="list-style-type: none"> <li>• Final Report</li> </ul>	Final completion	4
<b>TOTAL</b>		16 weeks



### *DELIVERABLES*

- Draft IT Assessment Report – includes for each IT area (infrastructure, services, systems, support, etc): findings, recommendations with options and corresponding costs, potential risk areas and suggested mitigation.
- Final IT Assessment Report – provide basis for district-wide IT Roadmap

### *ASSUMPTIONS AND CLARIFICATIONS*

PlanNet's proposal is based on the following assumptions:

1. PlanNet can commence work within two weeks of authorization to proceed. Anticipated start date identified in the RFP is no later than May 3, 2010.
2. Both on-site and remotely conducted surveys will be utilized depending on RCCD department size and resource location. It is anticipated that 2-4 stakeholders from representative departments will be involved with the IT assessment.
3. Work activities will take place both on-site at RCCD facilities and remotely from PlanNet Consulting offices as required.
4. RCCD will provide available requested information to PlanNet in a timely manner.
5. PlanNet shall provide RCCD with appropriate notification when critical information, resources, or other items are unavailable when such items put the successful completion of the work described at risk. RCCD shall work with PlanNet to resolve such issues as expediently as is possible.
6. RCCD will provide workspace, telephone and network/ Internet access for up to (7) PlanNet consultants for the duration of project for all on-site activities.
7. Changes to the project scope or schedule may require contract amendment.

## PROJECT FEE STRUCTURE

### FEE PROPOSAL

PlanNet Consulting will conduct this project for the following fixed fee: **\$176,040.00**

A milestone schedule is being proposed as the structure for this project:

PHASE/DELIVERABLE	HOURS	FEE AMOUNT
Project Initiation/ IT Assessment	448	\$ 80,640
IT Analysis and Recommendations	216	\$ 38,880
Completion of IT Assessment Report Draft	138	\$ 24,840
Completion of Final IT Assessment Report	176	\$ 31,680
<b>TOTAL</b>	<b>978</b>	<b>\$ 176,040</b>

### RATE SCHEDULE

LABOR CATEGORY	RATES (\$/hour)
Project Principal	\$200
Senior Project Manager	\$185
Principal Consultant	\$180
Senior Consultant	\$165

### ESTIMATED EXPENSES

Reimbursable expenses such as mileage, parking, postage, copying, plotting and printing will be invoiced at PlanNet's cost. The above fee does not reflect the estimated cost for reimbursable expenses.

### INVOICING & PAYMENT

PlanNet Consulting will work with RCCD to develop a milestone payment plan, which will include a project initiation fee which is due upon project start. PlanNet's payment terms are net 15 days.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: June 15, 2010

Subject: Surplus Property

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

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

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

### Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	SHARP	COPIER	AR-337	12236148	017941
1	HP	PRINTER	5000N	JNB3068408	018095
1	SHARP	COPIER	AR-507	16501252	018395
1	DELL	LAPTOP	LATITUDE C840	TW-03J010-12961-25E-1055	018783
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08317	018856
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09025	018857
1	GATEWAY	MONITOR	FPD-1570	KUL5033D03027	018859
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08961	018864
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08238	018871
1	GATEWAY	CPU	E3600	0026141399	019149
1	GATEWAY	MONITOR	FPD1530	MUL5018A0012860	019638
1	TOSHIBA	COPIER	4550	MB1479037321	020325
1	MINOLTA	COPIER	2080	31710262	020612
1	TRUE	FREEZER	T-23F	11878953	020838
1	GATEWAY	LAPTOP	400UTX	0029971552	021004
1	GATEWAY	LAPTOP	400UTX	0029971555	021007
1	GATEWAY	LAPTOP	400UTX	0029971551	021008
1	GATEWAY	LAPTOP	400UTX	0029971553	021010
1	GATEWAY	LAPTOP	400UTX	0029971554	021012
1	GATEWAY	LAPTOP	400UTX	0029971549	021023
1	DATAMATION	LAB CART	30-UNIT	54239	021032
1	HP	PRINTER	1300N	CNBB079502	022564
1	PANASONIC	SCANNER	KV-560S5W	61638ZD1478	023228
1	PANASONIC	TV	PVDF2004	D4AA22337	023500
1	PANASONIC	SCANNER	KV/S2065	NJKH012456	023501
1	GATEWAY	NOTEBOOK	M320E	0034860578	024531
1	GATEWAY	CPU	PROFILE5MXLC	0034749558	024903
1	GATEWAY	LAPTOP	M360SB	0036328017	025100
1	HP	PRINTER	Q5911A	CNBK902038	026340
1	LEXMARK	PRINTER	21G8686	13480668264	031776
1	LEXMARK	PRINTER	21G8686	13480668223	031807
1	SAMSUNG	MONITOR	214T	BR21HCHL200214	031836
1	BROTHER	FAX MACHINE	MFC7420	V61278A8J549001	037579
1	EPSON	PRINTER	R300	FK9K140187	038367
1	N/A	DYSPLAY UNIT	N/A	N/A	-----
1	PANASONIC	TV	AG520B	211991700	009133
1	GATEWAY	LAPTOP	400UTX	0029971578	021013
1	GATEWAY	CPU	E3200	0011293416	012305
1	GATEWAY	CPU	E4200	0014420521	013668
1	GATEWAY	MONITOR	VX900	U9FO223695	013669
1	GATEWAY	CPU	E4200	0013992173	013685
1	FARGO	PRINTER	4250	90250130	014771
1	GATEWAY	LAPTOP	400UTX	0029971577	021017
1	GATEWAY	MONITOR	EV700	MIABJA489599	014874
1	DELL	CPU	XPS B800	6051701	016114
1	DELL	CPU	XPS B800	94Z1701	016140
1	DELL	CPU	XPS B800	JJL0701	016142
1	GATEWAY	LAPTOP	400UTX	0029971576	021014
1	DELL	CPU	XPS B800	BV11701	016144
1	DELL	CPU	XPS B800	B3Z1701	016146
1	GATEWAY	LAPTOP	400UTX	0029971556	021016
1	GATEWAY	LAPTOP	400UTX	0029971557	021019
1	GATEWAY	LAPTOP	400UTX	0029971550	021027

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: June 15, 2010

Subject: Notices of Completion

Background: Facilities Planning, Design and Construction staff reports that the following projects, previously approved by the Board of Trustees, are now complete.

<u>Project</u>	<u>Contractor</u>	<u>Location</u>
Phase III, Industrial Technology Center Project Norco- Painting	Pennsylvania Development Partners	Murrieta, CA
Norco Soccer Field Complex Third Street Improvement	Meadows Construction	Corona, CA
Moreno Valley ADA Upgrade Project	Silver Creek Industries	Perris, CA
Music Building HVAC Replacement Project	Air-Ex Air Conditioning, Inc.	Pomona, CA

Recommended Action: It is recommended that the Board of Trustees: 1) accept the projects listed as complete; 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and 3) authorize the Board President to sign the Notices.

Gregory W. Gray  
Chancellor

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

Curt Mitchell  
Vice President, Business Services  
Norco Campus

Norm Godin  
Vice President, Business Services  
Riverside Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: June 15, 2010

Subject: Notices of Completion (continued)

Prepared by: Reagan Romali  
Vice President, Business Services  
Moreno Valley Campus

Doretta Sowell  
Purchasing Manager

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

Name Dr. James L Buysse,  
Vice Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION**

Notice is hereby given that:

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

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 06/15/2010. The work done was:  
Phase III, Industrial Technology Center Project, Painting; DSA File # 33-C-1; DSA 04-108588
- The name of the contractor, if any, for such work of improvement was Pennsylvania Development Partners  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Norco, County of Riverside, State of California, and is described as follows: Community College Campus
- The street address of said property is Riverside Community College, Norco Campus, 2001 Third St., Norco, Ca 92860  
(If no street address has been officially assigned, insert "none")

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

Riverside Community College District  
President, Board of Trustees

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

**VERIFICATION**

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

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

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

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

Name Dr. James L Buysse,  
Vice Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION**

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 06/15/2010. The work done was:  
Norco Campus Soccer Field Complex, Third Street Improvement DSA File # 33-C-1; DSA 04-110599

- The name of the contractor, if any, for such work of improvement was Meadows Construction Services Inc.

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is Riverside Community College, Norco Campus, 2001 Third St., Norco, Ca 92860

(If no street address has been officially assigned, insert "none")

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

**Riverside Community College District  
President, Board of Trustees**

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

**VERIFICATION**

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

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



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

Name Dr. James L Buysse, Vice  
Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 06/15/2010. The work done was:  
ADA Upgrades Project, Moreno Valley: 04-109079 and 04-109691

- The name of the contractor, if any, for such work of improvement was Silver Creek Industries

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Moreno Valley,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is 16110 LaSalle St. Moreno Valley, Ca 92551

(If no street address has been officially assigned, insert "none")

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

**Riverside Community College District  
President, Board of Trustees**

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

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

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

RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:

Name  
 Street  
 Address  
 City &  
 State

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

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

NAMES	ADDRESSES
_____	_____
_____	_____
- A work of improvement on the property hereinafter described was completed on \_\_\_\_\_. The work done was:  
 \_\_\_\_\_
- The name of the contractor, if any, for such work of improvement was \_\_\_\_\_  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of California, and is described as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_
- The street address of said property is \_\_\_\_\_  
(If no street address has been officially assigned, insert "none")

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

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

### VERIFICATION

I, the undersigned, say: I am the \_\_\_\_\_ the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_, California.  
(Date of signature) (City where signed)

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: June 15, 2010

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2009 through May 31, 2010. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

<u>General Funds</u>	<u>Page</u>
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Resource 1050 – Parking	2
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Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
Resource 1110 – Contractor-Operated Bookstore	6
Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
Resource 1190 – Grants and Categorical Programs	9
<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
Resource 3300 – Child Care	11
<u>Capital Projects Funds</u>	
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ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: June 15, 2010

Subject: Monthly Financial Report (continued)

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 139,809,817	\$ 138,568,478	\$ 138,618,478	\$ 113,092,433
Intrafund Transfer from District Bookstore (Resource 1110)	390,000	390,000	390,000	100,000
Total Revenues	<u>\$ 140,199,817</u>	<u>\$ 138,958,478</u>	<u>\$ 139,008,478</u>	<u>\$ 113,192,433</u>
Expenditures				
Academic Salaries	\$ 69,640,732	\$ 65,197,508	\$ 65,029,068	\$ 58,155,521
Classified Salaries	30,284,045	31,721,873	31,559,419	28,057,427
Employee Benefits	26,024,205	26,858,967	26,913,504	22,786,169
Materials & Supplies	2,470,162	2,465,067	2,629,031	2,031,452
Services	13,259,321	13,773,762	13,500,131	10,408,201
Capital Outlay	2,248,302	822,930	1,178,086	718,563
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	522,091	665,157	665,157	498,868
Federal Work Study (Resource 1190)	224,892	177,291	177,291	149,998
Instr. Equipment Match (Resource 1190)	73,259	22,004	22,004	22,004
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,943
ARRA Stimulus Backfill (Resource 1190)	0	454,608	454,608	454,608
General Fund Backfill (Resource 1190)	0	1,495,042	1,495,042	1,495,042
Interfund Transfer to:				
Resource 3300	365,000	372,761	372,761	264,571
Resource 6100	250,000	250,000	250,000	187,500
Total Expenditures	<u>\$ 145,555,266</u>	<u>\$ 144,470,227</u>	<u>\$ 144,439,359</u>	<u>\$ 125,374,867</u>
Revenues Over (Under) Expenditures	\$ (5,355,449)	\$ (5,511,749)	\$ (5,430,881)	\$ (12,182,434)
Beginning Fund Balance	<u>19,259,076</u>	<u>13,903,627</u>	<u>13,822,759</u>	<u>13,822,759</u>
Ending Fund Balance	<u>\$ 13,903,627</u>	<u>\$ 8,391,878</u>	<u>\$ 8,391,878</u>	<u>\$ 1,640,325</u>
Ending Cash Balance				<u>\$ 13,379,691</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,073,629	\$ 1,963,300	\$ 1,963,300	\$ 2,004,895
Expenditures				
Classified Salaries	\$ 1,121,929	\$ 1,202,016	\$ 1,202,016	\$ 962,853
Employee Benefits	330,845	372,816	372,816	288,497
Materials & Supplies	80,743	80,174	72,603	26,244
Services	360,902	392,293	398,102	258,309
Capital Outlay	93,660	70,003	71,765	64,017
Total Expenditures	\$ 1,988,079	\$ 2,117,302	\$ 2,117,302	\$ 1,599,920
Revenues Over (Under) Expenditures	\$ 85,550	\$ (154,002)	\$ (154,002)	\$ 404,975
Beginning Fund Balance	221,160	306,710	306,710	306,710
Ending Fund Balance	\$ 306,710	\$ 152,708	\$ 152,708	\$ 711,685
Ending Cash Balance				\$ 643,157

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,712,767	\$ 1,537,294	\$ 1,537,294	\$ 1,474,730
Expenditures				
Academic Salaries	\$ 161,883	\$ 262,405	\$ 262,405	\$ 226,910
Classified Salaries	494,582	558,354	553,479	465,827
Employee Benefits	157,660	199,752	199,752	157,898
Materials & Supplies	81,993	100,386	112,886	68,262
Services	214,631	286,785	296,160	188,915
Capital Outlay	44,314	94,478	77,478	11,319
Total Expenditures	<u>\$ 1,155,063</u>	<u>\$ 1,502,160</u>	<u>\$ 1,502,160</u>	<u>\$ 1,119,131</u>
Revenues Over (Under) Expenditures	\$ 557,704	\$ 35,134	\$ 35,134	\$ 355,599
Beginning Fund Balance	<u>1,115,304</u>	<u>1,673,008</u>	<u>1,673,008</u>	<u>1,673,008</u>
Ending Fund Balance	<u><u>\$ 1,673,008</u></u>	<u><u>\$ 1,708,142</u></u>	<u><u>\$ 1,708,142</u></u>	<u><u>\$ 2,028,607</u></u>
Ending Cash Balance				<u><u>\$ 1,940,624</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 742,448	\$ 751,500	\$ 751,500	\$ 744,083
Expenditures				
Academic Salaries	\$ 4,286	\$ 4,272	\$ 4,272	\$ 3,916
Classified Salaries	287,505	266,398	265,369	246,542
Employee Benefits	70,257	71,088	71,088	60,200
Materials & Supplies	4,621	3,200	4,760	4,360
Services	380,528	350,040	349,509	355,437
Total Expenditures	<u>\$ 747,197</u>	<u>\$ 694,998</u>	<u>\$ 694,998</u>	<u>\$ 670,455</u>
Revenues Over (Under) Expenditures	\$ (4,749)	\$ 56,502	\$ 56,502	\$ 73,628
Beginning Fund Balance	<u>(56,591)</u>	<u>(61,340)</u>	<u>(61,340)</u>	<u>(61,340)</u>
Ending Fund Balance	<u><u>\$ (61,340)</u></u>	<u><u>\$ (4,838)</u></u>	<u><u>\$ (4,838)</u></u>	<u><u>\$ 12,288</u></u>
Ending Cash Balance				<u><u>\$ 14,172</u></u>



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 731,313	\$ 715,090	\$ 715,090	\$ 595,457
Intrafund Transfer from General Operating (Resource 1000)	<u>193,257</u>	<u>193,257</u>	<u>193,257</u>	<u>144,943</u>
Total Revenues	<u>\$ 924,570</u>	<u>\$ 908,347</u>	<u>\$ 908,347</u>	<u>\$ 740,400</u>
Expenditures				
Classified Salaries	\$ 337,723	\$ 321,945	\$ 321,945	\$ 274,467
Employee Benefits	106,729	111,854	111,854	94,723
Materials & Supplies	31,579	31,500	33,000	19,546
Services	<u>480,224</u>	<u>431,380</u>	<u>429,880</u>	<u>366,448</u>
Total Expenditures	<u>\$ 956,255</u>	<u>\$ 896,679</u>	<u>\$ 896,679</u>	<u>\$ 755,184</u>
Revenues Over (Under) Expenditures	\$ (31,685)	\$ 11,668	\$ 11,668	\$ (14,784)
Beginning Fund Balance	<u>(737,157)</u>	<u>(768,842)</u>	<u>(768,842)</u>	<u>(768,842)</u>
Ending Fund Balance	<u>\$ (768,842)</u>	<u>\$ (757,174)</u>	<u>\$ (757,174)</u>	<u>\$ (783,626)</u>
Ending Cash Balance				<u>\$ (778,710)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,012,983	\$ 917,500	\$ 917,500	\$ 751,045
Expenditures				
Services	\$ 43,795	\$ 43,775	\$ 43,775	\$ 32,846
Interfund Transfer to Food Services (Resource 3200)	676,930	529,809	529,809	397,357
Intrafund Transfer to General Operating (Resource 1000)	390,000	390,000	390,000	100,000
Total Expenditures	\$ 1,110,725	\$ 963,584	\$ 963,584	\$ 530,203
Revenues Over (Under) Expenditures	\$ (97,742)	\$ (46,084)	\$ (46,084)	\$ 220,842
Beginning Fund Balance	194,541	96,799	96,799	96,799
Ending Fund Balance	\$ 96,799	\$ 50,715	\$ 50,715	\$ 317,641
Ending Cash Balance				\$ 317,641

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 138,662	\$ 266,000	\$ 266,000	\$ 133,913
Expenditures				
Classified Salaries	\$ 104,372	\$ 141,278	\$ 98,278	\$ 76,205
Employee Benefits	31,197	48,151	41,151	25,784
Materials & Supplies	3,279	4,211	4,636	3,721
Services	57,359	103,261	152,836	109,585
Total Expenditures	\$ 196,207	\$ 296,901	\$ 296,901	\$ 215,295
Revenues Over (Under) Expenditures	\$ (57,545)	\$ (30,901)	\$ (30,901)	\$ (81,382)
Beginning Fund Balance	141,149	83,604	83,604	83,604
Ending Fund Balance	\$ 83,604	\$ 52,703	\$ 52,703	\$ 2,222
Ending Cash Balance				\$ 4,092

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,027,640	\$ 2,028,225	\$ 2,028,225	\$ 563,793
Expenditures				
Services	\$ 122,944	\$ 125,100	\$ 125,100	\$ 122,240
Capital Outlay	<u>0</u>	<u>0</u>	<u>4,166,634</u>	<u>147,050</u>
Total Expenditures	<u>\$ 122,944</u>	<u>\$ 125,100</u>	<u>\$ 4,291,734</u>	<u>\$ 269,290</u>
Revenues Over (Under) Expenditures	\$ 1,904,696	\$ 1,903,125	\$ (2,263,509)	\$ 294,503
Beginning Fund Balance	<u>5,659,416</u>	<u>7,564,112</u>	<u>7,564,112</u>	<u>7,564,112</u>
Ending Fund Balance	<u>\$ 7,564,112</u>	<u>\$ 9,467,237</u>	<u>\$ 5,300,603</u>	<u>\$ 7,858,615</u>
Ending Cash Balance				<u>\$ 7,240,332</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED MAY 31, 2010**

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

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 27,253,987	\$ 32,420,081	\$ 17,634,918
Intrafund Transfers from General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	498,868
For Federal Work Study	187,408	177,291	177,291	149,998
For Instructional Equipment	87,243	22,004	22,004	22,004
For Matriculation	0	0	762,889	762,889
For ARRA Federal Stimulus Backfill	0	454,608	0	0
For General Fund Backfill	<u>0</u>	<u>1,495,042</u>	<u>1,186,761</u>	<u>1,186,761</u>
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 30,068,089</u>	<u>\$ 35,234,183</u>	<u>\$ 20,255,438</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 5,328,041	\$ 5,969,166	\$ 3,536,215
Classified Salaries	6,775,599	9,631,961	11,231,185	7,434,925
Employee Benefits	2,888,546	4,170,691	4,477,060	2,869,561
Materials & Supplies	1,521,925	1,811,244	2,450,964	722,180
Services	3,059,959	7,174,103	8,482,719	3,146,926
Capital Outlay	1,781,586	3,224,405	3,917,622	1,722,386
Scholarships	25,500	13,212	33,572	33,572
Student Grants (Financial, Book, Meal, Transportation)	<u>325,290</u>	<u>456,560</u>	<u>414,023</u>	<u>243,962</u>
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 31,810,217</u>	<u>\$ 36,976,311</u>	<u>\$ 19,709,727</u>
Revenues Over (Under) Expenditures	\$ 0	\$ (1,742,128)	\$ (1,742,128)	\$ 545,711
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ (1,742,128)</u>	<u>\$ (1,742,128)</u>	<u>\$ 545,711</u>
Ending Cash Balance				<u>\$ 576,906</u>

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

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,367,091	\$ 1,527,874	\$ 1,572,874	\$ 1,450,542
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>676,930</u>	<u>529,809</u>	<u>529,809</u>	<u>397,357</u>
Total Revenues	<u>\$ 2,044,021</u>	<u>\$ 2,057,683</u>	<u>\$ 2,102,683</u>	<u>\$ 1,847,899</u>
Expenditures				
Classified Salaries	\$ 687,645	\$ 745,786	\$ 745,786	\$ 679,689
Employee Benefits	286,991	324,520	324,520	272,689
Materials & Supplies	736,518	776,800	821,800	737,032
Services	286,559	208,971	208,971	170,430
Capital Outlay	<u>60,693</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 2,058,406</u>	<u>\$ 2,056,077</u>	<u>\$ 2,101,077</u>	<u>\$ 1,859,840</u>
Revenues Over (Under) Expenditures	\$ (14,385)	\$ 1,606	\$ 1,606	\$ (11,941)
Beginning Fund Balance	<u>159,294</u>	<u>144,909</u>	<u>144,909</u>	<u>144,909</u>
Ending Fund Balance	<u>\$ 144,909</u>	<u>\$ 146,515</u>	<u>\$ 146,515</u>	<u>\$ 132,968</u>
Ending Cash Balance				<u>\$ 111,161</u>

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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,377,947	\$ 1,350,790	\$ 1,350,790	\$ 1,221,152
Interfund Transfer from General Operating (Resource 1000)	365,000	372,761	372,761	264,571
Total Revenues	\$ 1,742,947	\$ 1,723,551	\$ 1,723,551	\$ 1,485,723
Expenditures				
Academic Salaries	\$ 996,132	\$ 1,015,374	\$ 989,645	\$ 861,098
Classified Salaries	331,172	342,641	375,641	315,641
Employee Benefits	220,824	255,974	255,974	213,927
Materials & Supplies	64,923	72,209	64,674	51,210
Services	61,576	89,199	89,463	60,411
Capital Outlay	15,527	650	650	649
Total Expenditures	\$ 1,690,154	\$ 1,776,047	\$ 1,776,047	\$ 1,502,936
Revenues Over (Under) Expenditures	\$ 52,793	\$ (52,496)	\$ (52,496)	\$ (17,213)
Beginning Fund Balance	62,345	115,138	115,138	115,138
Ending Fund Balance	\$ 115,138	\$ 62,642	\$ 62,642	\$ 97,925
Ending Cash Balance				\$ 108,812

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

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 13,148,656	\$ 56,650,208	\$ 57,071,208	\$ 2,898,823
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	485,338	0	0	0
Total Revenues	\$ 13,633,994	\$ 56,650,208	\$ 57,071,208	\$ 2,898,823
Expenditures				
Services	\$ 66,010	\$ 0	\$ 0	\$ 0
Capital Outlay	13,158,844	57,612,066	58,033,066	5,501,647
Total Expenditures	\$ 13,224,854	\$ 57,612,066	\$ 58,033,066	\$ 5,501,647
Revenues Over (Under) Expenditures	\$ 409,140	\$ (961,858)	\$ (961,858)	\$ (2,602,824)
Beginning Fund Balance	552,718	961,858	961,858	961,858
Ending Fund Balance	\$ 961,858	\$ 0	\$ 0	\$ (1,640,966)
Ending Cash Balance				\$ (1,640,966)



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

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

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 12	\$ 1,115,688	\$ 1,661,088	\$ 4
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,661,076	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,661,076	\$ 0
Revenues Over (Under) Expenditures	\$ 12	\$ 12	\$ 12	\$ 4
Beginning Fund Balance	<u>533</u>	<u>545</u>	<u>545</u>	<u>545</u>
Ending Fund Balance	<u>\$ 545</u>	<u>\$ 557</u>	<u>\$ 557</u>	<u>\$ 549</u>
Ending Cash Balance				<u>\$ 549</u>

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

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 276,545	\$ 185,000	\$ 185,000	\$ 91,796
Expenditures				
Services	\$ 31,839	\$ 10,000	\$ 10,000	\$ (7,562)
Capital Outlay	24,470	1,641,618	1,641,618	49,211
Total Expenditures	\$ 56,309	\$ 1,651,618	\$ 1,651,618	\$ 41,649
Revenues Over (Under) Expenditures	\$ 220,236	\$ (1,466,618)	\$ (1,466,618)	\$ 50,147
Beginning Fund Balance	12,043,744	12,263,980	12,263,980	12,263,980
Ending Fund Balance	<u>\$ 12,263,980</u>	<u>\$ 10,797,362</u>	<u>\$ 10,797,362</u>	<u>\$ 12,314,127</u>
Ending Cash Balance				<u>\$ 11,695,844</u>

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

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

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,846,334	\$ 6,633,783	\$ 6,633,783	\$ 558,001
Expenditures				
Classified Salaries	\$ 53,624	\$ 217,523	\$ 217,523	\$ 189,470
Employee Benefits	24,124	95,574	95,574	73,697
Materials & Supplies	2,619	0	0	0
Services	273,685	381,426	903,915	240,751
Capital Outlay	19,489,780	70,211,756	69,689,267	20,371,036
Intrafund Transfers to:				
State Construction (Resource 4100)	485,338	0	0	0
Total Expenditures	<u>\$ 20,329,170</u>	<u>\$ 70,906,279</u>	<u>\$ 70,906,279</u>	<u>\$ 20,874,954</u>
Revenues Over (Under) Expenditures	\$ (18,482,836)	\$ (64,272,496)	\$ (64,272,496)	\$ (20,316,953)
Beginning Fund Balance	<u>86,487,241</u>	<u>68,004,405</u>	<u>68,004,405</u>	<u>68,004,405</u>
Ending Fund Balance	<u>\$ 68,004,405</u>	<u>\$ 3,731,909</u>	<u>\$ 3,731,909</u>	<u>\$ 47,687,452</u>
Ending Cash Balance				<u>\$ 47,947,501</u>

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

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

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,857,746	\$ 4,811,500	\$ 4,811,500	\$ 5,107,055
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	187,500
Total Revenue	\$ 5,107,746	\$ 5,061,500	\$ 5,061,500	\$ 5,294,555
Expenditures				
Classified Salaries	\$ 167,605	\$ 167,071	\$ 167,071	\$ 149,378
Employee Benefits	55,445	57,744	57,744	50,291
Materials & Supplies	2,519	4,000	4,000	1,744
Services	5,322,805	5,261,404	4,421,136	4,171,938
Capital Outlay	38,292	40,000	40,000	0
Total Expenditures	\$ 5,586,666	\$ 5,530,219	\$ 4,689,951	\$ 4,373,351
Revenues Over (Under) Expenditures	\$ (478,920)	\$ (468,719)	\$ 371,549	\$ 921,204
Beginning Fund Balance	2,990,385	2,511,465	1,671,197	1,671,197
Ending Fund Balance	\$ 2,511,465	\$ 2,042,746	\$ 2,042,746	\$ 2,592,401
Ending Cash Balance				\$ 4,767,693

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,588,973	\$ 1,558,000	\$ 1,558,000	\$ 1,382,334
Expenditures				
Classified Salaries	\$ 78,445	\$ 78,000	\$ 78,000	\$ 71,023
Employee Benefits	28,274	29,165	29,165	25,508
Materials & Supplies	0	620	620	0
Services	992,198	1,351,500	612,963	106,025
Total Expenditures	<u>\$ 1,098,917</u>	<u>\$ 1,459,285</u>	<u>\$ 720,748</u>	<u>\$ 202,556</u>
Revenues Over (Under) Expenditures	\$ 490,056	\$ 98,715	\$ 837,252	\$ 1,179,778
Beginning Fund Balance	<u>1,020,999</u>	<u>1,511,055</u>	<u>772,518</u>	<u>772,518</u>
Ending Fund Balance	<u>\$ 1,511,055</u>	<u>\$ 1,609,770</u>	<u>\$ 1,609,770</u>	<u>\$ 1,952,296</u>
Ending Cash Balance				<u>\$ 3,565,670</u>

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

**Associated Students of RCC**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 699,588</u>	<u>\$ 648,490</u>	<u>\$ 648,490</u>	<u>\$ 661,516</u>
Expenditures				
Materials & Supplies	<u>\$ 1,003,613</u>	<u>\$ 648,490</u>	<u>\$ 648,490</u>	<u>\$ 600,175</u>
Total Expenditures	<u>\$ 1,003,613</u>	<u>\$ 648,490</u>	<u>\$ 648,490</u>	<u>\$ 600,175</u>
Revenues Over (Under) Expenditures	\$ (304,025)	\$ 0	\$ 0	\$ 61,341
Beginning Fund Balance	<u>1,202,159</u>	<u>898,134</u>	<u>898,134</u>	<u>898,134</u>
Ending Fund Balance	<u><u>\$ 898,134</u></u>	<u><u>\$ 898,134</u></u>	<u><u>\$ 898,134</u></u>	<u><u>\$ 959,475</u></u>
Ending Cash Balance				<u><u>\$ 2,241,151</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 24,837,204</u>	<u>\$ 20,963,715</u>	<u>\$ 20,963,715</u>	<u>\$ 33,583,450</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 24,837,204</u>	<u>\$ 20,963,715</u>	<u>\$ 20,963,715</u>	<u>\$ 33,574,629</u>
Total Expenditures	<u>\$ 24,837,204</u>	<u>\$ 20,963,715</u>	<u>\$ 20,963,715</u>	<u>\$ 33,574,629</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 8,821
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 8,821</u>
Ending Cash Balance				<u>\$ 25,074</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
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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  
rela

**RCCD Development Corporation**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7	\$ 0	\$ 0	\$ 1
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (13)	\$ 0	\$ 0	\$ 1
Beginning Fund Balance	<u>16,252</u>	<u>16,239</u>	<u>16,239</u>	<u>16,239</u>
Ending Fund Balance	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,240</u>
Ending Cash Balance				<u><u>\$ 16,240</u></u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-1

Date: June 15, 2010

Subject: Market Street Properties – Culinary Arts and District Office Building

Background: On April 22, 2010, the Board of Trustees was presented with a conceptual design and plan for the Market Street Properties located in downtown Riverside. The Board of Trustees approved staff to proceed with plans for constructing a new building, combining the Culinary Academy and District Office at the corner of Market Street and University Avenue.

Now after considerable review by District staff and approval by the RCC Strategic Planning Executive Council meeting on May 6, 2010 and the District Strategic Planning Committee on May 28, 2010, staff requests approval to use the last two remaining Market Street properties (Holyrood Hotel and System Offices Building) as the new location for the Culinary Academy combined with a District Office. A new state-of-the-art three story structure over two levels of a subterranean parking structure in downtown Riverside will benefit the community and District providing a unique opportunity for RCC Culinary students, staff and public. The downtown location will provide a centralized location for service and exposure to local businesses, centrally located to serve all RCCD Colleges, and will serve as the catalyst to the much anticipated Riverside School for the Arts (RSA) complex.

Staff now offers a project design presentation for the Board's consideration and a request for the Board approval of a tentative budget in the amount of \$23,043,996 and an architecture agreement with LPA in the amount of \$1,853,192 for the Culinary Arts and District Office Building project. The tentative budget includes services for planning and working drawings, Division of State Architect (DSA) fees, construction, test and inspection services, construction management and identified Group II Furniture, Fixtures and Equipment. Attached is the agreement with LPA for the Board's review and consideration. After completion of the contract documents, staff and design team will present the final draft to the Board of Trustees for review and approval to proceed to the bid process. The project to be funded by District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the Culinary Arts and District Office Building project located at the corner of Market Street and University Avenue; approve the tentative project budget in an amount not to exceed \$23,043,996 using District Measure "C" Funds; approve an agreement with LPA for an amount not to exceed \$1,853,192 for architectural services; and approve the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson, Chief of Staff

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

Michael J. Stephens, Capital Program Administrator  
Facilities Planning, Design and Construction

ARCHITECTURAL SERVICES AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
LPA

This AGREEMENT is made and entered into on the 16<sup>th</sup> day of June, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and LPA, hereinafter referred to as “ARCHITECT”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the CULINARY ARTS BUILDING AND DISTRICT OFFICE, hereinafter referred to as “PROJECT”, located at 3801 Market Street, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$23,043,996 in funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State ARCHITECT for review and approval on or before May 23, 2011.

## ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT’s services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.
2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).
3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.
4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.
6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.
7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT’s representative(s), and other Consultants of the DISTRICT during PROJECT development.
8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT’s program or PROJECT Budget.
9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

24. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

25. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental

agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall provide specialty consultant services and additional services to DISTRICT as set forth on Attachment "B".

d. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

e. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## 26. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## 27. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) full size sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall not be compensated any fee for work required as a result of any error or omission. Errors shall be charged to the ARCHITECT at 100% of corrective cost, while omissions shall be charged at a rate of 20% of the corrective cost.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.



h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the District, showing significant change in the work made during construction based on

marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare, in versions acceptable to the District, AutoCAD and PDF files of all as-built conditions in concert with item "o" above, at no additional cost.

v. Prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## 28. PROJECT Close-Out

a. The ARCHITECT shall assure delivery of the following documents described below to the DSA for review prior to issuance of a “Certificate of Completion”.

b. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record’s semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- (iii) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- (iv) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (v) Weighmaster’s Certificate (if required by approved drawings and specifications).
- (vi) Copies of the signature page of all Addenda as approved by DSA.
- (vii) Copies of the signature pages of all Deferred Approvals as approved by DSA.
- (viii) Copies of the signature page of all Change Orders as approved by DSA.
- (ix) Verification by the I.O.R. that all items noted on any “Field Trip Notes” have been corrected.

### ARTICLE III – ADDITIONAL ARCHITECT’S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT’s compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT

representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### ARTICLE IV – DISTRICT’S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.
2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT’s objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the “Budget” for the PROJECT as set forth in this AGREEMENT.
3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT’s failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT’s responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT’s consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

#### ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost (“Construction Cost”) shall be reconciled against the DISTRICT’s Budget for the PROJECT.
2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

#### ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the

estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

#### ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

#### ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

#### ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

Architect shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Architect disagree with any audit conducted by District, Architect shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Architect shall not be reimbursed by District for such an audit.



In the event Architect does not make available its books and financial records at the location where they are normally maintained, Architect agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design:	10% of estimated Architect Fee as set forth on Attachment "A".
Design Development:	15% of estimated Architect Fee as set forth on Attachment "A".
Construction Documents:	40% of estimated Architect Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment "A".
D.S. A. Approval:	5% of estimated Architect fee as set forth on Attachment "A".
Bidding Phase: (Board Approval)	3% of estimated Architect fee as set forth on Attachment "A".
Construction Admin:	25%, of estimated Architect fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Architect fee as set forth on Attachment "A".
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

#### ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be \$83,574 as set forth on Attachment "A" and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

## ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

## ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence,

or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. The ARCHITECT'S obligation to indemnify does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the ARCHITECT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

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

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

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

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

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

LPA

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

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

James L. Buisse  
Vice Chancellor  
Administration and Finance

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

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

## ATTACHMENT "A"

### Architectural Fee Schedule:

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost. (\$45,000.00)
2. Eight and one-half percent (8 ½%) of the next five hundred thousand dollars (\$500,000.00) of computed cost. (\$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost. (\$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost. (\$240,000.00)
6. Five percent (5%) of computed cost in excess of ten million dollars (\$13,043,996.00). (\$652,200.00)
7. Four percent (4%) on the cost of factory built portables. (Building cost only - all other costs are included in calculation items (1) through (6) above.)

Total compensation is not to exceed one million, three hundred thirty-nine thousand and seven hundred dollars (\$1,339,700) based on the project budget of \$23,043,996.

### Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid in an amount not to exceed \$83,574.

ATTACHMENT "B"

Specialty Consultant Services:

Specialty Consultant Services (SCS) are estimated at a not to exceed amount of \$308,318. SCS include the following:

Consultant	Amount
Food Service	\$74,160
Vibration	\$46,350
Fire Sprinkler Engineer	\$51,500
Data/Telecom Distributor	\$30,900
Technology Program	\$25,750
Audio Visual	\$25,750
Acoustics Basic	\$19,570
Cost Estimation	\$34,338
SCS Total:	\$308,318

Additional Services:

Additional services are estimated at a not to exceed amount of \$121,600. Additional services include the following:

Service	Amount
Information Technology & Audio/Visual Architectural Support	\$70,000
Furniture, Fixtures & Equipment	\$51,600
Additional Services Total:	\$121,600



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-2

Date: June 15, 2010

Subject: Riverside City College's 2009 – 2014 Strategic Plan

Background: Presented for the Board's information is Riverside City College's 2009 – 2014 Strategic Plan.

Recommended Action: It is recommended that the Board of Trustees approve the Riverside City College's 2009-2014 Strategic Plan.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris, Jr.  
Acting President, Riverside City College

# RIVERSIDE CITY COLLEGE STRATEGIC PLAN 2009-2014



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# PRESIDENT'S MESSAGE

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Riverside City College enjoys a rich history as one of the oldest community colleges in California. Founded in 1916, the college has maintained a strong presence in downtown Riverside, which has grown from a small agricultural center to a city of almost 300,000 recently named the city of “arts and innovation.”

The college’s connection to the city is more than geographic—we share a vision for the area which is explicitly connected to the arts including music, dance, photography, animation, fine arts, creative writing, television, and film. These works provide intellectual stimulation, community fellowship, and economic development. Partnerships between the college and other educational, public and private organizations also provide strong foundations for growth in nursing, science, fitness and wellness, business and applied technologies.

This document, Riverside City College’s Strategic Plan, is intended to serve as the tool for informing major decisions, to keep everyone’s attention focused on the five essential goals of the institution and on our mission.

Our intent is to clearly articulate the ways in which we establish college goals which support the institution’s mission. Linked to each goal is a series of performance indicators which help guide our individual and unit actions, and resource allocation. Additionally, as one of three colleges within the Riverside Community College District, Riverside City College aligns its goals with those of the district. The entire Strategic Planning Process includes systematic review and evaluation of the plan, the process, the outcomes, and performance indicators in order to improve student success.

The success of the Strategic Plan ultimately is found in the life of the college—in its healthy adaptation to rapidly changing social and economic environments and the success of those whom we serve.

Tom K. Harris, Jr.  
Acting President





# RIVERSIDE CITY COLLEGE VISION AND MISSION

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## VISION

*Vision*

RCC will attain national recognition as an educational leader through the power of the arts and innovation.

## MISSION

*Mission*

Riverside City College provides an affordable, high-quality education, including comprehensive student services and community programs, by empowering and supporting a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, RCC offers tutorial and supplemental instruction, pre-college courses, transfer programs, career preparation, and technical programs leading to certificates or associate degrees. Based on a learner-centered philosophy, RCC fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness.

## VALUES

## Values

### **Student Centeredness:**

To serve the best educational interests of the students, to offer a comprehensive and flexible curriculum together with programs and services according to diverse and evolving student needs; to treat each other with a sincere, caring attitude and to respond to suggestions and constructive criticism from students; to counsel and advise students to help them plan for and progress toward their individual educational goals; and to recognize outstanding student performance.

### **Teaching Excellence:**

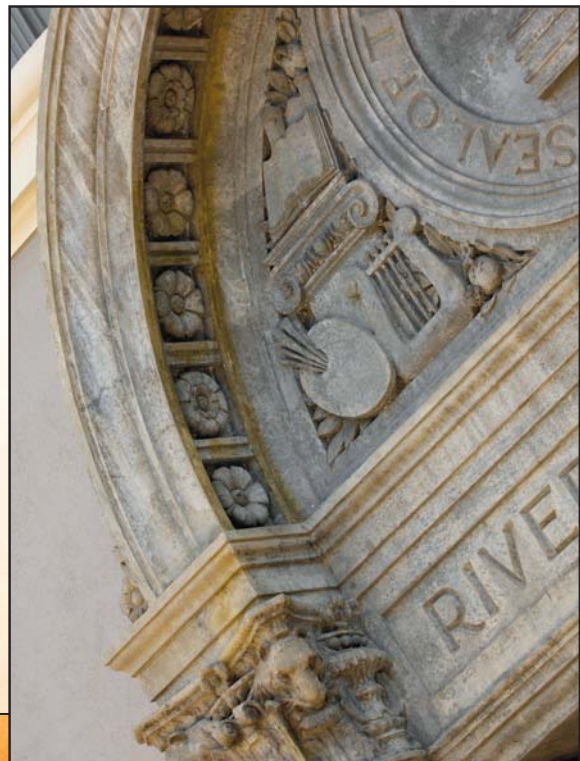
To communicate to students a body of knowledge in a creative, stimulating, and challenging manner; to work to establish student and instructor rapport; to maintain the highest standard of professional performance and recognize teaching excellence; to promote the exchange of ideas among colleagues and provide opportunities for professional development; to define for students course goals, objectives and grading standards, making clear the expectation of high achievement; to encourage students to think critically and analytically, applying learned principles, concepts, and skills; and to inspire independence of thought and self-discipline.

### **Learning Environment:**

To create an atmosphere in which students and staff find satisfaction in their work and feel pride in achievement; to provide comfortable, functional, and aesthetically pleasing facilities and grounds; to provide and maintain state-of-the-art equipment and ample supplies; to provide programs and support services which are responsive to student and community needs; and actively to support academic and social activities which take place outside the classroom.

### **Tradition:**

To further the traditions of pride, quality, innovation, and professionalism found in this institution; to share our heritage by making the Riverside City College the educational and cultural center of the communities it serves; and to build for the future on the foundations of our past.





# STRATEGIC PLANNING PROCESS



# STEPS IN THE STRATEGIC PLANNING PROCESS

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## **STEP 1: Review and Update Mission, Vision, and Core Values**

The strategic planning process begins with a review and update of the RCC Mission Statement which informs our vision and our core values. The Mission, Vision and Values describe who we are, what we do, and where we intend to be in the future. The Strategic Planning Executive Council facilitates the process including timelines (SPEC).

## **STEP 2: Analyze Data, Identify Issues and Establish Goals**

The strategic planning process is continually informed by internal and external stakeholders and inputs which come from the Strategic Planning Data Sources (SPDS). The Strategic Planning Leadership Councils (SPLC) analyze data, identify needs and opportunities, and send recommendations to the SPEC where college goals are reviewed and revised if appropriate.

### External Input

RCC seeks to meet the needs of the community we serve. Through community partnerships, collaborations, and advisory groups, we ask the community to help identify opportunities. We regularly conduct environmental scans which provide a systematic, early-alert method for identifying issues and trends likely to impact the college.

### Internal Input

RCC systematically invites input from the campus community through open forums, departmental discussions, and electronic communication. Our planning process guarantees broad and appropriate participation from the college community. An annual program (unit) review process provides a mechanism for each unit (administration, student services, and instruction) of the college to identify its needs, innovative ideas and areas of concentration. This input is used to help develop specific plans which inform the strategic planning process including, the Educational Master Plan, the Student Equity Plan, the Matriculation Plan, the Enrollment Management Plan, the Technology Plan, the Facilities Master Plan, the Basic Skills Action Plan, and the District Strategic Plan. Other internal inputs include campus climate, student satisfaction and point of service surveys, and Accountability Report for Community Colleges (ARCC) data.

## **STEP 3: Share Vision & Goals with Stakeholders & College Committees**

The goals are shared with the college community. The goals inform and direct all college councils and committees who participate in an ongoing discussion to reaffirm that our goals align with the college's mission, vision, and values. Each unit identifies resources needed to advance the college goals.

## **STEP 4: Develop Strategies, Determine Resource Allocation, and Develop Assessments**

RCC constituencies develop strategies, action plans, and time lines to advance or reach the goals. Using input from unit reviews and recommendations from the college's Budget Prioritization Committee, the SPEC allocates resources to implement strategies to advance each goal and to develop assessments to measure progress.

## **STEP 5: Assign Responsibilities and Determine Performance Indicators**

Resources are allocated for the implementation of action plans which are assigned to campus leader(s) who will oversee and facilitate their implementation. The campus leader will work with the appropriate council and/or committee to review action plans and to develop appropriate performance indicators.

## **STEP 6: Implement Strategic Plan**

Periodic review of the implementation progress is ongoing to ensure action plans are progressing. Oversight of the implementation process will be the responsibility of the campus leader(s) and the SPEC.

## **STEP 7: Assessment Report Card**

Each year the college produces an Annual Assessment Report Card which includes strategies, measures, and outcomes. This report marks progress on the efforts to reach and advance the college's goals and provides new data for the next round of both short-term (operational) and strategic planning. The report becomes an input into the development of new college goals and strategies.



# RIVERSIDE CITY COLLEGE PROFILE

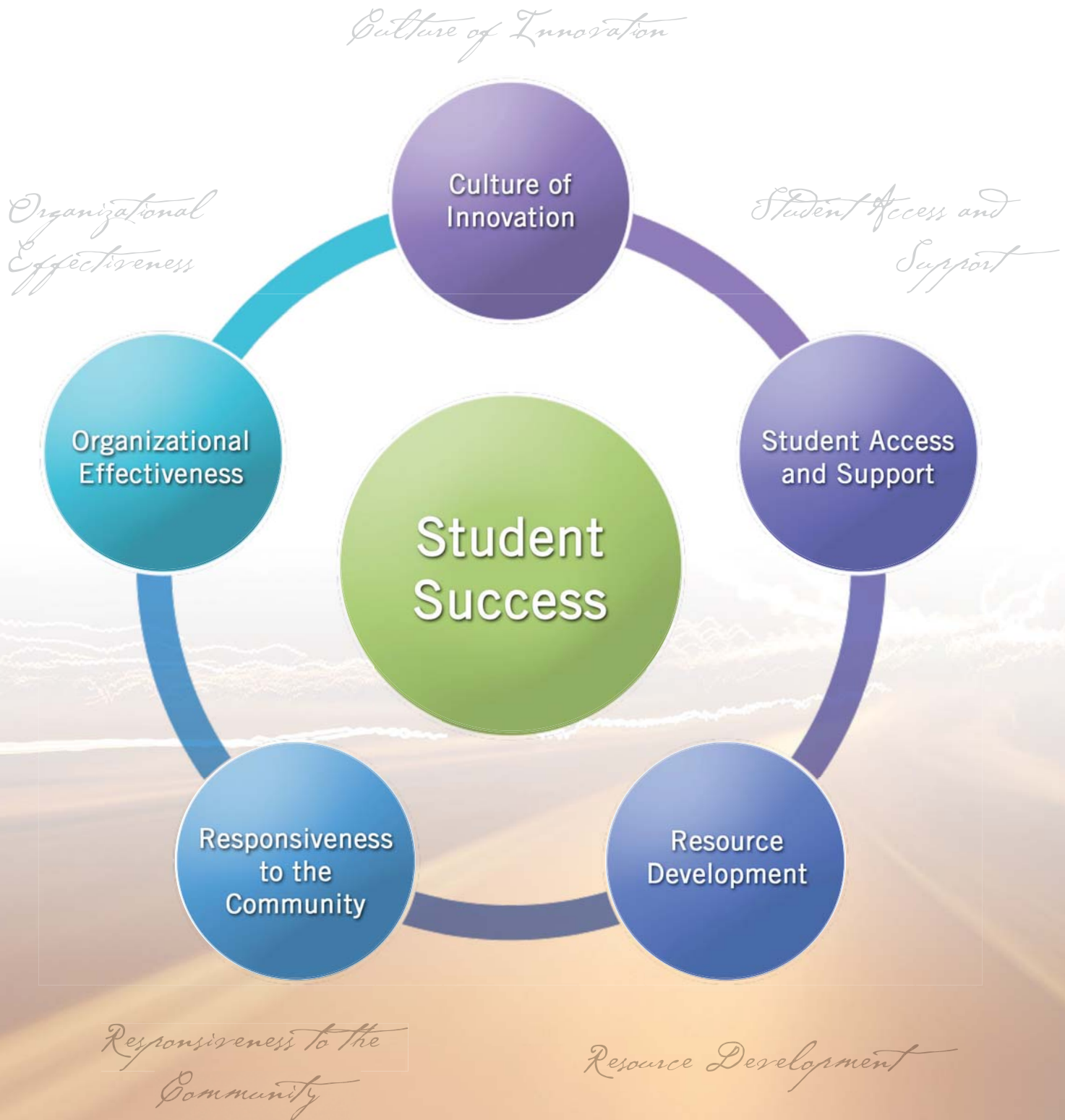
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<b>SITES</b>	Culinary Academy Riverside City College Rubidoux Annex Stokoe Innovative Learning Center	
<b>TOTAL HEAD COUNT</b>	23,965 (Fall 2009, credit and non-credit)	
<b>GENDER</b>	Female:	59%
	Male:	41%
<b>AGE</b>	Less than 20:	29%
	20 - 24:	37%
	25 - 34:	17%
	35 and above:	17%
<b>ETHNICITY</b>	African American:	11%
	Asian:	9%
	Hispanic:	37%
	White:	33%
	Other:	10%
<b>STUDENT LOAD</b>	< 6 units:	32%
	6 to 11 units:	37%
	> 11 units:	31%
<b>GOALS (Student Self-Reported)</b>	Transfer:	52%
	Improve career options:	26%
	Undecided:	21%



# RIVERSIDE CITY COLLEGE GOALS

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# ALIGNMENT OF RIVERSIDE CITY COLLEGE GOALS WITH RCCD STRATEGIC THEMES

Riverside City College Goals	RCC's Strategies to Support District-Wide Themes
<p><b>Student Access and Support</b></p>	<p><b>Student Access -- RCC seeks to expand student access by:</b></p> <ul style="list-style-type: none"> <li>• Promoting visibility and greater awareness of the importance of college through innovative outreach programs and by promoting early awareness of the importance of college and academic skills.</li> <li>• Increasing the capture rate and the college-going rate of high school students by strengthening existing and forming new collaborations with K-12 feeder schools.</li> <li>• Increasing awareness of open access enrollment to all adults through outreach to underrepresented groups and through increased marketing of all aspects of the college.</li> <li>• Expanding services to students in outlying and fast-growing areas.</li> <li>• Continuing refinement of pre-enrollment processes including application, orientation, assessment, and counseling.</li> </ul> <p><b>Student Success – RCC seeks to enhance student success by:</b></p> <ul style="list-style-type: none"> <li>• Expanding basic skills options and integrating basic skills development into the general curriculum through: learning communities, paired courses, supplemental instruction, scheduling patterns to support success, and by providing modes of instruction that support student learning preferences.</li> <li>• Developing effective pathways for student success by encouraging all students to use student services, and promoting the completion of a Student Educational Plan (SEP).</li> <li>• Promoting degree and certificate completion by expanding short-term classes and programs to improve job skills.</li> <li>• Increasing transfer awareness, transfer readiness, and transfer rates.</li> <li>• Expanding and improving instructional delivery modes including hybrid courses, online courses, short-term (fast track) classes, and align delivery/timing of services to the needs of students.</li> <li>• Promoting learning and effective teaching through ongoing identification of and assessment of student learning outcomes.</li> </ul>

<p><b>Responsiveness to the Community</b></p>	<p><b>Service to the Community – RCC serves its community by:</b></p> <ul style="list-style-type: none"> <li>Analyzing, refining, and promoting programs in Career and Technical Education to improve competency and competitive capability of incumbent workers/residents through training and workplace skills preparation.</li> <li>Maintaining and strengthening existing partnerships with community-based organizations while developing new productive relationships.</li> <li>Responding to the needs of the area for social, cultural, and political programs.</li> </ul>
<p><b>Organizational Effectiveness</b></p>	<p><b>System Effectiveness – RCC seeks to continually enhance system effectiveness by:</b></p> <ul style="list-style-type: none"> <li>Enhancing and institutionalizing operational and strategic planning processes that are deliberative, systematic and data driven; complement the District and campus strategic and master plans; and effectively prioritize new and ongoing resource needs.</li> <li>Continuing to implement and improve a comprehensive enrollment management plan and effectively coordinate program and course offerings to meet student needs.</li> <li>Developing an integrated marketing plan.</li> <li>Ongoing assessment and refinement of educational technology standards, including the use of innovative solutions.</li> </ul>
<p><b>Resource Development</b></p>	<p><b>Financial Resource Development – RCC seeks to expand financial resource development by:</b></p> <ul style="list-style-type: none"> <li>Increasing grant funding.</li> <li>Exploring alternative funding sources</li> </ul>
<p><b>Culture of Innovation</b></p>	<p><b>Organizational and Professional Development – RCC seeks to enhance organizational and professional development by:</b></p> <ul style="list-style-type: none"> <li>Expanding the skills of faculty in all disciplines to help prepare students to be successful in college.</li> <li>Fostering the development of effective management and leadership skills for faculty and staff and securing pathways for leadership development.</li> <li>Enhancing development and training opportunities for all employees to meet the mission, vision, and values of the college.</li> </ul>



# RIVERSIDE CITY COLLEGE GOALS AND STRATEGIES 2009-2014

RCC has been serving student and its community for 93 years. For each new generation of learners, RCC provides opportunity and promise. RCC's mission statement expresses its commitment to students and the community. To fulfill its mission, RCC has focused its Strategic Plan around five principal goals.

College Goals	Strategies	Performance Indicators
<p><b>Student Access and Support</b></p> <p>Our college is an open-access institution inviting our diverse community to the benefits of higher education. We are committed to providing the support necessary for student success. We strive to reduce barriers to services and programs.</p>	<ol style="list-style-type: none"> <li>Explore alternative enrollment processes</li> <li>Ensure comprehensive and equitable services exist and are part of institutional planning               <ol style="list-style-type: none"> <li>Ensure learning support services are available for all students (e.g., supplemental instruction, learning centers tutors)</li> <li>Expand services in learning support and transfer centers.</li> <li>Promote outreach to K-12 schools</li> </ol> </li> <li>Identify low-performing student populations based on student equity report data and develop a comprehensive plan (cultural, academic and student services) to address inequities for student access, success, retention and progression</li> </ol>	<ol style="list-style-type: none"> <li>Enrollment process indicators               <ol style="list-style-type: none"> <li>Cut score validation report related to student placement</li> <li>Number of students participating in orientations (face to face, online, etc.)</li> <li>Number of counseling appointments</li> <li>Number of students with Student Education Plan (SEP)</li> <li>Number of students with declared goal</li> <li>Enrollment in Guidance courses.</li> <li>Community College Survey of Student Engagement (CCSSE) data on satisfaction with assessment, orientation and counseling (AOC), supplemental instruction and learning center services</li> </ol> </li> <li>Yearly disaggregated data on student access, success, retention and progression               <ol style="list-style-type: none"> <li>Number of students utilizing support services including workshops</li> <li>Student satisfaction with services and workshops</li> <li>Number of transfer-ready students</li> <li>College going rate</li> </ol> </li> <li>Student Equity Report data               <ol style="list-style-type: none"> <li>Retention and success rates for various types of instructional offerings</li> </ol> </li> </ol>

<p><b>Student Access and Support (continued)</b></p>	<p>4. Develop clear college-wide criteria for student pathways from basic skills to goal attainment</p> <ol style="list-style-type: none"> <li>Expanding and improving instructional delivery modes including hybrid courses, online courses, short-term (fast track) classes, and align delivery/timing of services to the needs of students</li> <li>Develop innovative approaches to basic skills instruction (e.g., learning communities, modules, non-credit courses)</li> <li>Ensure that basic skills has a comprehensive focus and is integrated into the general curriculum</li> <li>Increase transfer awareness, readiness and rates</li> </ol> <p>5. Develop student engagement centers</p> <p>6. Increase awareness of open access enrollment to all adults through marketing</p> <p>7. Promoting degree and certificate completion by expanding short-term classes and programs to improve job skills</p> <p>8. Promoting learning and effective teaching through ongoing identification of and assessment of student learning outcomes</p>	<p>4. Basic Skills data</p> <ol style="list-style-type: none"> <li>Student success and persistence data for specialized programs and/or services targeting basic skills students</li> <li>Basic Skills Initiative Action Plan</li> <li>Summary of instructional delivery options</li> <li>Number of transfer-ready students</li> <li>Transfer rates</li> <li>Number of completers in special programs/initiatives</li> </ol> <p>5. Community College Survey of Student Engagement (CCSSE) and Student Satisfaction Survey data</p> <p>6. Disaggregated enrollment data</p> <p>7. Degree and certificate completion rates</p> <p>8. SLO assessment at all levels</p>
	<p>4. Develop clear college-wide criteria for student pathways from basic skills to goal attainment</p> <ol style="list-style-type: none"> <li>Expanding and improving instructional delivery modes including hybrid courses, online courses, short-term (fast track) classes, and align delivery/timing of services to the needs of students</li> <li>Develop innovative approaches to basic skills instruction (e.g., learning communities, modules, non-credit courses)</li> <li>Ensure that basic skills has a comprehensive focus and is integrated into the general curriculum</li> <li>Increase transfer awareness, readiness and rates</li> </ol> <p>5. Develop student engagement centers</p> <p>6. Increase awareness of open access enrollment to all adults through marketing</p> <p>7. Promoting degree and certificate completion by expanding short-term classes and programs to improve job skills</p> <p>8. Promoting learning and effective teaching through ongoing identification of and assessment of student learning outcomes</p>	<p>1. Analysis of expansion of services to students in outlying and fast-growing areas</p> <p>2. Survey of employee/staff engagement in community-based organizations</p> <p>3. Community Survey of Student Engagement</p>
<p><b>Responsiveness to Community</b></p> <p>Riverside City College is deeply committed to its role as a community resource and to meeting community expectations. The college actively pursues partnerships between our educational and business partners. We also play an important role in promoting community service and civic responsibilities.</p>		<p>Backup VI-A-2 June 15, 2010 Page 13 of 20</p>

<p><b>Culture of Innovation</b></p> <p>RCC is committed to being an innovative institution working to improve teaching and learning, and student support services through the effective delivery and use of technology and by expansion and modernization of our learning environments.</p>	<ol style="list-style-type: none"> <li>1. Develop a comprehensive professional development plan             <ol style="list-style-type: none"> <li>a. Provide training for faculty in multiple modalities of teaching inclusive of the use of technology</li> <li>b. Enhance development opportunities for all employees</li> </ol> </li> <li>2. Implement the Facilities Master Plan             <ol style="list-style-type: none"> <li>a. Refine the Facilities Master Plan to improve the overall physical performance and efficiencies of the campus</li> <li>b. Incorporate sustainability in architectural and landscape design</li> </ol> </li> <li>3. Refine and implement a Technology Plan that will utilize advances in information technology to improve effectiveness of instruction, Student Services and Administration</li> </ol>	<ol style="list-style-type: none"> <li>1. Professional development plan             <ol style="list-style-type: none"> <li>a. Results of faculty survey on professional development needs</li> <li>b. Number of faculty participating in professional development activities</li> <li>c. Faculty survey of teaching and learning methodologies currently utilized (CCSSE).</li> <li>d. Results of employee survey</li> </ol> </li> <li>2. Progress report on implementation of Facilities Master Plan</li> <li>3. Technology Plan implementation status             <ol style="list-style-type: none"> <li>a. Technology User Survey</li> </ol> </li> </ol>
<p><b>Resource Development</b></p> <p>As a learning organization we recognize the importance of seeking new and alternative funding to advance the college and to add value to what we do, while improving our cost effectiveness.</p>	<ol style="list-style-type: none"> <li>1. Maximize the resources of the college and seek alternative funds to support a comprehensive learning environment by developing a revolving mid-range financial plan inclusive of new fiscal, human and physical resources from grants, public and private sector giving and state funding</li> <li>2. Progress report on implementation of Facilities Master Plan</li> <li>3. Enhance the college's state and national image to better influence public policy with regard to financial resources             <ol style="list-style-type: none"> <li>a. Participate in local, regional and state organizations to advance the cause for differential tuition for high-cost disciplines</li> <li>b. Lobby local, regional, and state leaders to advocate for differential tuition</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Mid-range financial plan</li> <li>2. Report on state funding</li> <li>3. Report on grant funding</li> <li>4. Report on private sector giving</li> </ol>

<p><b>Organizational Effectiveness</b></p> <p>Effective organizations employ effective practices. We are a learner-centered organization and are committed to RCC's mission and values, to the strategic planning process, to meeting the unique needs of our students and a diverse workforce, to maximizing the development and utilization of resources and to continuous improvement.</p>	<ol style="list-style-type: none"><li>1. Enhance and institutionalize operational and strategic planning processes that are deliberative, efficient, and data driven; integrate the college strategic plan with the facilities, education, and technology master plans; and effectively prioritize new and ongoing resource needs.</li><li>2. Examine the college's home page and related web pages<ol style="list-style-type: none"><li>a. Maintain currency of posted information</li><li>b. Identify and implement technology to enhance processes and services</li></ol></li></ol>	<ol style="list-style-type: none"><li>1. Update on facilities plan</li><li>2. Update on technology plan</li><li>3. Update on education plan</li><li>4. Update on mid-range financial plan</li><li>5. Results of website user survey</li></ol>
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# STRATEGIC PLANNING TIMELINES

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## **Fall**

- Administrative Services submit unit plans
- Institutional Effectiveness Council conducts annual review of college mission statement
- Unit Plan Review Committees review all plans submitted the previous spring and summer
- SPSC and Leadership Councils reaffirm college goals

## **Winter**

- Unit Plan Review Committees provide priorities to Budget Prioritization Committee

## **Spring**

- Instructional Programs and Instructional Support Services submit unit plans
- Budget Prioritization Committee provides its recommendation to President to authorize funding operational resources as prioritized by the Unit Plan Review Committees

## **Summer**

- Student Services submits unit plans

# STRATEGIC PLANNING COUNCIL MEMBERSHIP AND CHARGE

Backup VI-A-2  
June 15, 2010  
Page 17 of 20

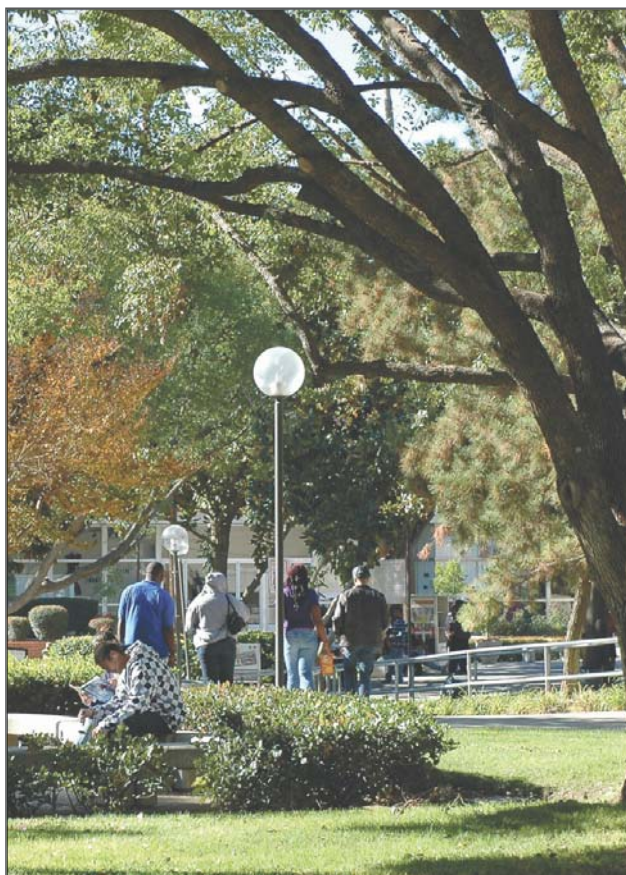
The Strategic Planning Council (SPC) and its college-wide council structure are the avenues the constituencies at Riverside City College have chosen for collegial consultation with emphasis on planning and budgeting. The Strategic Planning Executive Council provides recommendations regarding college procedures and practices including facility use issues. Nothing in this document shall be taken to construe abridgement of the rights of the respective Academic Senate, the collective bargaining units, or any governance bodies, as defined by Education Code or Title 5.

## Faculty Co-Chair:

Richard Davin\*  
Academic Senate President / Associate Professor, Sociology

## Administrative Co-Chair:

Norm Godin\*  
Vice President, Business Services

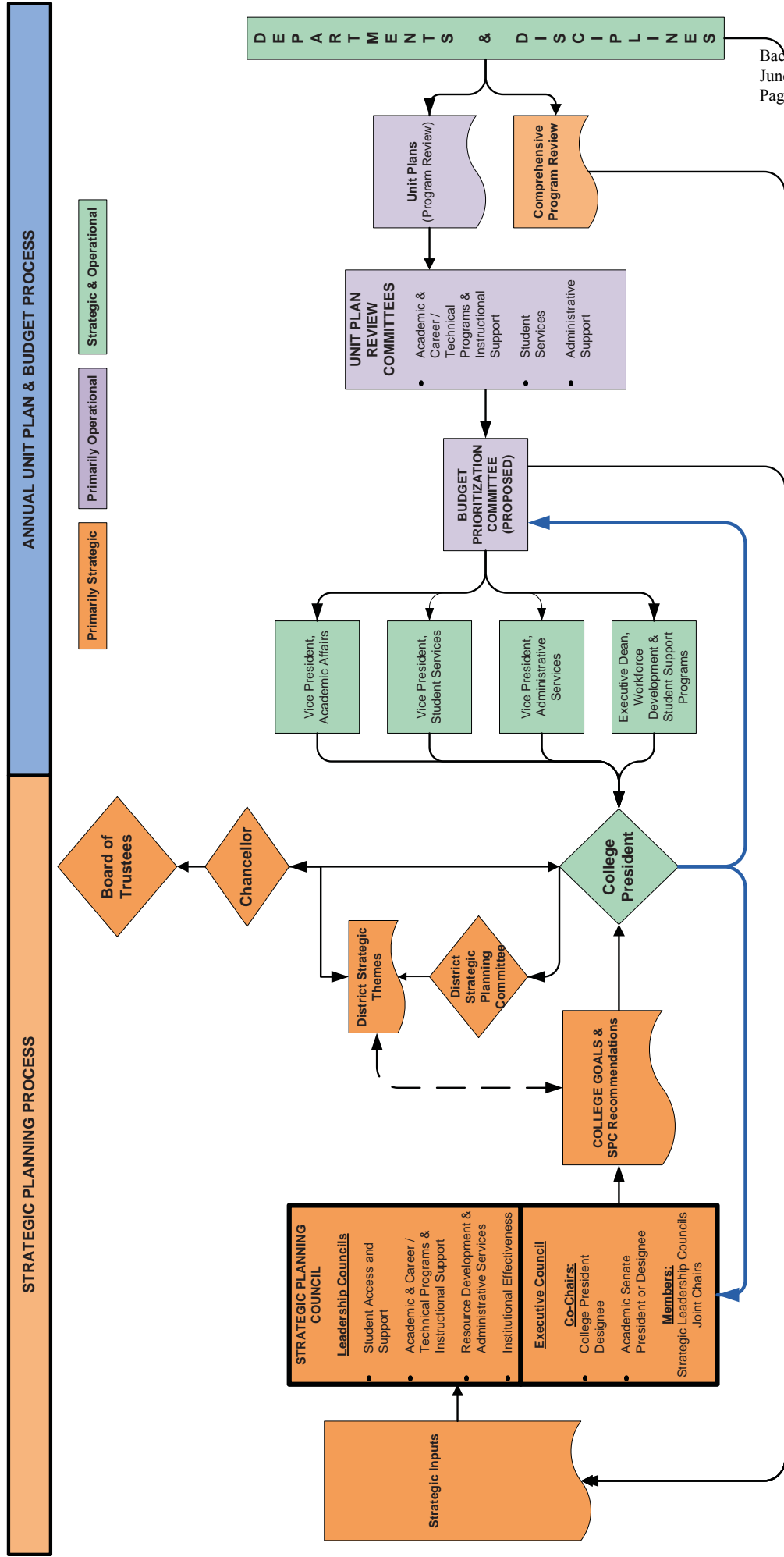


Tom Allen*	Associate Professor, English
Lorraine Anderson	Dean, Admissions & Records
Hayley Ashby	Associate Professor, Library
Steven Ashby*	Multimedia Operations Specialist
Sandy Baker	Dean, School of Nursing
Scott Blair	Associate Professor, Astronomy
Ellen Brown-Drinkwater*	Assistant Professor, Counseling
Edward Bush*	Vice President, Student Services
Shelagh Camak*	Executive Dean, Workforce Development & Student Support Program
Debbie Cazares	Associate Professor, Early Childhood Education
Greta Cohen	Administrative Assistant II, Performance Riverside
David Dant	Instructional Support Specialist
Michelle Davila	Administrative Assistant IV to Vice President of Business Services
Nate Finney	Applications Support Technician
Bernie Fradkin	Dean, Technology & Learning Services
Ginny Haguewood*	Outreach Specialist
Tom Harris	Acting President, RCC
Israel Landa	Student, ASRCC President
Janet Lehr	Associate Professor, Computer Information Systems
Mary Legner	Associate Professor, Mathematics
Richard Mahon*	Associate Professor, Humanities
Marilyn Martinez-Flores	Dean, Academic Support
Tara McCarthy*	Educational Advisor, Academic Support
Virginia McKee-Leone	Dean of Instruction
Susan Mills*	Associate Professor, Mathematics
Ralph Perez	Director, Facilities/Operations & Maintenance
Patrick Schwerdtfeger*	Vice President, Academic Affairs
Jolanta Siemieniewski	Reading Paraprofessional
Cindy Taylor	Outreach/Passport to College Coordinator
Denise Terrazas	Administrative Assistant IV to Vice President of Academic Affairs
Tish Chavez	Recorder/Note taker

\* Denotes member of the SPEC

# STRATEGIC & OPERATIONAL PLANNING

## RIVERSIDE CITY COLLEGE









Riverside City College  
4800 Magnolia Avenue  
Riverside, CA 92506

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-1

Date: June 15, 2010

Subject: Agreement with Office of Statewide Health Planning and Development

Background: Presented for the Board's review and consideration is an agreement with the Office of Statewide Health Planning and Development in the amount of \$100,000.00. Funds in this agreement will be paid towards the salary and benefits for one full-time faculty position in the physician assistant program from July 1, 2010 through June 30, 2011.

Recommended Action: It is recommended that the Board of Trustees accept the award from the Office of Statewide Health Planning and Development in the amount of \$100,000.00 to pay salary and benefits for one full-time faculty for the 2010-2011 academic year.

Gregory W. Gray  
Chancellor

Prepared by: Monte E. Perez  
President, Moreno Valley College

Delores Middleton  
Director, RCRMC/RCCD Physician Assistant Program



AGREEMENT NUMBER <b>10-1033</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME Office of Statewide Health Planning and Development
CONTRACTOR'S NAME Riverside Community College District
- The term of this Agreement is: 07/01/2010 through 06/30/2011
- The maximum amount of this Agreement is: \$100,000.00  
One hundred thousand dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	4 page(s)

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

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James L. Buysse, Vice Chancellor, Administration & Finance		
ADDRESS 4800 Magnolia Avenue Riverside, Ca 92506		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Office of Statewide Health Planning and Development		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Patty Nelson, SSMI Procurement and Contract Services		
ADDRESS 400 R Street, Room 359, Sacramento, CA 95811		

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor agrees to the following:
  - A. Under the direction of the Director of the Riverside County Regional Medical Center/Riverside Community College Physician Assistant employ one (1) full time faculty member to support the educational training of students of the PA Program.
  - B. Budgeted personnel with anticipated duties:
    1. Faculty Member – Responsible for providing clinical supervision to Year II students, facilitating one-on-one and group tutoring to at-risk students; providing lectures to Year I students; tracking academic progress of Year I and Year II students; coordinating community outreach activities; and provide instructional support to the program.
2. Submission of a complete final report including data outcomes for the program at the end of the Contract period.
3. OSHPD agrees to provide:
  - A. The Program Director of the Physician Assistant Program, the current fiscal year's (07-01-2010 to 06-30-2011) master certification form and instructions by September 30<sup>th</sup> of the current fiscal year.
4. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Riverside County Regional Medical Center/Riverside Community College Physician Assistant Program
Name: Manuela Lachica Program Director	Name: Delores Middleton, Ed.D. Program Director
Phone: (916) 326-3752	Phone: (951) 571-6166
Fax: (916) 322-2588	Fax: (951) 571-6211
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:delores.middleton@rcc.edu">delores.middleton@rcc.edu</a>

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Riverside Community College District
Section/Unit: Healthcare Workforce Development Division	Section/Unit: Administration and Finance
Attention: Melissa Omand Program Analyst	Attention: James L. Buysse, Vice Chancellor
Address: 400 R Street Sacramento, CA 95811	Address: 4800 Magnolia Riverside, Ca 92506
Phone: (916) 326-3753	Phone: (951) 222-8800
Fax: (916) 322-2588	Fax: N/A
E-mail: <a href="mailto:momand@oshpd.ca.gov">momand@oshpd.ca.gov</a>	E-mail: <a href="mailto:james.buysse@rcc.edu">james.buysse@rcc.edu</a>



**EXHIBIT B**

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

**FISCAL YEAR: 07-01-2010 to 06-30-2011**

<b><u>PERSONNEL SERVICES:</u></b>	<b><u>Total Reimbursement Not to Exceed:</u></b>
Faculty Member Salary & Benefits	\$92,593
Indirect Costs (8% maximum)	\$7,407
<b><u>Total for Fiscal Year: 07-01-2010 to 06-30-2011</u></b>	<b><u>\$100,000.00</u></b>

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### Payment

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Riverside Community College District for actual expenditures incurred in accordance with the rates specified in Exhibit B, page 1 of 2.
- B. Budget modifications consist of a change within the approved budget that does not amend the amount or the term of the contract. Contractors may only request one (1) budget modification per fiscal year. Revised budget pages are required and must reflect the proposed budget modification. With the exception of the personnel services category, a transfer of funds up to 15% of the contract is permissible across each budget category (i.e., operating expenses, major equipment, and other costs) with notification to the OSHPD. Transfers of funds between the personnel services category and any other budget category will require a budget modification and contract amendment.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Physician Assistant Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811

- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

#### Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OSHPD shall have the option to either cancel this Contract with no liability occurring to OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

#### 1. RESOLUTION OF CONTRACT DISPUTES:

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

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

#### 2. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

#### 3. TRAVEL

All travel and per diem expenses will be reimbursed in accordance with Department of Personnel Administration rules and regulations governing excluded employees. These rules may be viewed at <http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees.htm>

**EXHIBIT E**

**ADDITIONAL PROVISIONS**

**1. Primary Care Physician Assistant Standards Adopted by the California Healthcare Workforce Policy Commission on May 13, 1998.**

- I. Each Primary Care Physician Assistant Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter "the Act") shall, prior to the initiation of training and the transfer of State funds:
  - A. Meet the standards set forth by the Medical Board of California for the training of Assistants to the Primary Care Physician pursuant to Section 3500, Chapter 7.7, Division 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Division 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.
- II. Each Primary Care Physician Assistant Training Program approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare Primary Care Physician Assistants for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Physician Assistants who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the California Healthcare Workforce Policy Commission (hereinafter referred to as "areas of need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit primary care physician assistant trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
  - B. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
  - C. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

## EXHIBIT E

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

#### I. Contract Awards

- A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.
- C. No contracts shall provide for indirect costs in excess of 8% of the amount of total expenditures under the contract.
- D. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Primary Care Physician Assistant Training Programs.

#### E. Purpose for Which Contract Funds May be Expended

- 1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the education of Primary Care Physician Assistant students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.
- 2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, necessary alterations and renovations, and supplies and travel directly related to the training program.
- 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract

#### II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

## EXHIBIT E

- B. Payment shall be made in arrears on the basis of amounts set forth by the Contractor with final certification submitted within 120 days of contract's end to the Healthcare Workforce Development Division. The certification shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this Contract, and costs to the Contractor for the services for which reimbursement is sought. The required certification format shall be provided to the Contractor prior to the effective date of the Contract.
  
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

### III. Accounting Records and Audits

#### A. Accounting

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the primary care training program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

#### C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
  
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

**EXHIBIT E**

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

**VOLUNTARY STATISTICAL DATA SHEET**  
Information to be used for reporting purposes only

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race, and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**. **Please return completed data form by mail to OSHPD 400 R Street, Suite 359, Sacramento, CA 95811-6213 or FAX to (916) 322-2530**

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

*For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

**Ethnicity/Minority Classification** As defined in Public Contract Code Section 10115.1

- Asian-Indian** - a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** - an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific-Asian** - a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

**Race Classification** As identified by the U.S. Census Bureau

- |   |  |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American        | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> White                                     |

**Gender Classification**

- Female  Male

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- Goods  Professional Services  Construction

**Total Contract/Purchase:** \_\_\_\_\_

**Contract Award Date** \_\_\_\_\_



### DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company defined in the Public Contract Code section 10476 as follows:

- "Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:
- (a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
  - (b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.
  - (c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
  - (d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
  - (e) Its business operations consist of providing goods or services that are used only to promote health or education.
  - (f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
  - (g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

Company/Vendor Name (Printed):

Federal ID Number:

Printed Name and Title of Person Initialing (for Options 1 or 2):

1. \_\_\_\_\_ We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

initials

OR

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

initials

OR

3. \_\_\_\_\_ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

initials plus  
certification  
below

**CERTIFICATION For #3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
 STD. 204 (Rev.6-2003)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>											
<b>2</b>	<p><b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print)  <b>Riverside Community College District</b> <span style="float: right;"><b>10-1033</b></span></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;"><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td> <td style="width:30%;"><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td><b>MAILING ADDRESS</b> 4800 Magnolia</td> <td><b>BUSINESS ADDRESS</b></td> </tr> <tr> <td><b>CITY, STATE, ZIP CODE</b> Riverside Ca 92506</td> <td><b>CITY, STATE, ZIP CODE</b></td> </tr> </table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>	<b>MAILING ADDRESS</b> 4800 Magnolia	<b>BUSINESS ADDRESS</b>	<b>CITY, STATE, ZIP CODE</b> Riverside Ca 92506	<b>CITY, STATE, ZIP CODE</b>			
<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>											
<b>MAILING ADDRESS</b> 4800 Magnolia	<b>BUSINESS ADDRESS</b>											
<b>CITY, STATE, ZIP CODE</b> Riverside Ca 92506	<b>CITY, STATE, ZIP CODE</b>											
<b>3</b>	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b></p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width:10%;">3</td> <td style="width:10%;">3</td> <td style="width:10%;">-</td> <td style="width:10%;">0</td> <td style="width:10%;">8</td> <td style="width:10%;">3</td> <td style="width:10%;">1</td> <td style="width:10%;">3</td> <td style="width:10%;">5</td> <td style="width:10%;">7</td> </tr> </table> <p><b>PAYEE ENTITY TYPE</b></p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p><b>CHECK ONE BOX ONLY</b></p>	3	3	-	0	8	3	1	3	5	7	<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.</p>
3	3	-	0	8	3	1	3	5	7			
<b>4</b>	<p><b>PAYEE RESIDENCY STATUS</b></p> <p><input type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>											
<b>5</b>	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td style="width:40%;"><b>TITLE</b></td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> </tr> <tr> <td></td> <td><b>TELEPHONE</b> ( )</td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>		<b>TELEPHONE</b> ( )			
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>											
<b>SIGNATURE</b>	<b>DATE</b>											
	<b>TELEPHONE</b> ( )											
<b>6</b>	<p><b>Please return completed form to:</b></p> <p><b>Department/Office:</b> <u>Office of Statewide Health Planning &amp; Development</u></p> <p><b>Unit/Section:</b> <u>Business &amp; Contracts Services Unit</u></p> <p><b>Mailing Address:</b> <u>400 R Street, Room 359</u></p> <p><b>City/State/Zip</b> <u>Sacramento California 95811</u></p> <p><b>Telephone:</b> <u>(916) 326-3216</u> <b>Fax:</b> <u>(916) 322-2530</u></p> <p><b>E-mail Address:</b> <u>PNelson@oshpd.state.ca.us</u></p>											

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Riverside Community College District	10-1033	33-0831357
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
James L. Buisse, Vice Chancellor, Administration and Finance		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 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 and will provide a drug-free workplace by taking the following actions:

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or 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. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS 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 contract equal to the lesser of 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 contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts 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 Section 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 state 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. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The 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 contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 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 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 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. Contract 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. Contract 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, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State 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 State 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 R&TC 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 State 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-3

Date: June 15, 2010

Subject: Academic Programs Abroad, Beijing, China Spring 2011

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Centers for Academic Programs Abroad (CAPA) International Education Foundation, LP to provide classroom facilities, faculty and student housing accommodations, transfer transportation, academic guide, group airfare, and insurance for the study abroad program in Beijing, China from March 3, 2011 through May 14, 2011. CAPA has served as the District's educational services contractor for study programs in the past. CAPA will receive \$1,000.00 to cover unforeseen costs for students/participants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Centers for Academic Programs Abroad International Education Foundation, LP to provide educational services for the study abroad program from March 3, 2011 through May 14, 2011, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Jan Schall  
Coordinator, International Education/Study Abroad Program

# Riverside Community College District to Beijing –Spring 2011

## 1. PROGRAM DATES

Departure from the United States: Thursday, March 3, 2011  
Arrival in Beijing: Friday, March 4, 2011  
Departure from Beijing: Saturday, May 14, 2011

## 2. STUDENT SERVICES

### Flights

Roundtrip airfare from Los Angeles to Beijing, up to \$1,000 per student

### Accommodations

Shared student accommodation in guesthouse with half board

### Meals

Breakfast and lunch Monday through Friday

### CAPA Standard Inclusions

Recruitment Material including program-specific website Arrival Orientation Arrival Reception  
Departure Ceremony Insurance My Education Cultural Events Calendar CAPA Program  
Services Staff Support for duration of the program

### Cultural Fund

\$50 per student fund to be dispersed by the faculty's or institution's discretion while in Beijing.

## 3. FACULTY SERVICES

### Flights

Roundtrip airfare from Los Angeles to Beijing, up to \$1,000 per faculty

### Accommodations

Accommodation for the program dates for each instructor in a furnished, one-bedroom apartment in Beijing.

### Meals

Breakfast will be included daily at the apartment. Lunch is included Monday through Friday at the CAPA Beijing Center.



#### Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, insurance, local transportation and airport transfers. Faculty will be provided the option to rent a mobile phone prior to departure where the application fee and daily rental fee are waived. Faculty will still be charged for phone usage but at a discounted rate. Faculty will not be given a mobile phone once they arrive in country and a landline in the apartment is not guaranteed.

#### 4. ACADEMIC PROGRAM AND FACILITIES

The Institution will supply faculty members as necessary to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in the Institution and its designated representatives.

#### Local Instruction

Students will have the option to enroll in a Chinese Language and Culture course for \$411. Classroom space for this course will be at CAPA Beijing Center.

#### Classroom Facilities

One classroom at CAPA Beijing Center for a total of 200 hours (five hours per day, four days per week). This classroom will accommodate up to 30 students.

Note: CAPA will provide Riverside Community College District with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers. Final enrollment must be provided to CAPA no later than 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

#### Classroom Equipment

Overhead projector Television with universal VCR All-region DVD player Slide projector  
PowerPoint projector

#### 5. LOCAL TRANSPORTATION

##### Transfers

The group will be met by a CAPA representative at an arranged time at the Beijing airport and transferred to their accommodations. Note that just one group transfer is included, and students arriving separate from the group will need to make their own way to the accommodation. A group transfer will also be arranged for departure.

#### 6. EXCURSIONS

A half-day city tour of Beijing to include transportation by private coach and English-speaking guide. No entrances are included.

A two-hour guided walking tour of the Forbidden City with English-speaking guide.

Full-day excursion to the Great Wall to include transportation by private coach, lunch in a village restaurant, entrances to the Great Wall, and an English-speaking guide.

## 7. EVALUATION VISIT (optional)

CAPA will arrange an evaluation visit for one administrator consisting of hotel accommodation for four nights, roundtrip airfare from Los Angeles to Beijing, and roundtrip airport transfer.

Note: Date requests must be submitted a minimum of 70 days prior to the date of departure from the United States.

## 8. PROGRAM FEES

### 2011 Program Fees Per Student

20-24 students and 2 faculty: \$6,749.00

25 + students and 2 faculty: \$6,499.00

Optional Chinese Language Course: \$411.00 per student  
Optional Evaluation Visit: \$1,779.00 per evaluation participant

NOTE: CAPA reserves the right to adjust program fees to reflect fluctuations in the value of the dollar in excess of 5%. Program fees are per person and include all services listed above.

### Refundable Housing Deposit

A \$150-per-student refundable damage deposit will be added to the program fees above. CAPA will refund Riverside Community College District students directly following the completion of the program (any damages will be itemized and deducted from the refund).

A \$500-per-faculty refundable deposit is also required at the time of faculty application. CAPA will refund the Faculty directly following the completion of the program (any damages, utilities, etc, will be itemized and deducted from the refund).

Riverside Community College District – Spring 2011  
Program dates -- Arrive: March 4, 2011 Depart: May 14, 2011  
Reference: 110304CARCCBEI v01

Letter Agreement Please mail to: CAPA, 210 Union Wharf, Boston, MA 02109

1. This letter will record an Agreement between CAPA International Education, LP (“CAPA”) and Riverside Community College District (“Institution”).
2. This is a single year proposal
3. Individual Student Payment Plan: CAPA will invoice individual Student Participants directly for all fees as described in this “Letter Agreement” and Individual Student Application / Release forms. The Application / Release forms and full payment must be received at CAPA 70 days prior to departure. Forms received after this date will be subject to availability and applicable late fees.
4. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.
5. Institution agrees to follow the guidelines and timelines described by CAPA recruitment staff and to make every effort to recruit students to participate in the program.
6. Cancellation and Refund Policy:  
  
More than 60 days prior to departure \$250  
46 to 60 days prior to departure 25% of the program fee plus \$250  
22 to 45 days prior to departure 50% of the program fee plus \$250  
21 days or fewer prior to departure 100% of the program fee
7. Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.
8. No change to this agreement will have any validity unless it is recorded in a revised proposal and a new letter agreement executed by both parties.
9. All reservations and services are subject to availability. CAPA will confirm all services upon receipt this signed agreement and will inform the institution of any availability issues within two weeks of receipt. CAPA will return one fully executed copy for your records
10. The Institution agrees not to contract with directly or indirectly, or in any way use any contacts, personnel, facilities, or suppliers utilised during a CAPA program, for a period of three years from the return date of any given program.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
CAPA Riverside Community College District

Accounts Administrator Title: \_\_\_\_\_

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

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

Semester in China  
March 4, 2011 – May 14, 2011

### RELEASE AND HOLD HARMLESS AGREEMENT

#### Addendum to the Contract between Centers for Academic Programs Abroad, Inc. (CAPA) and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Spring 2011. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Beijing, China.

1. Spring semester program to China for the period March 4, 2011 to May 14, 2011.
2. CAPA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of CAPA, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and CAPA shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
3. CAPA shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any 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 CAPA's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. CAPA will provide evidence of such insurance to RCCD.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

INDEMNITY & HOLD HARMLESS  
Beijing, China: Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-4

Date: June 15, 2010

Subject: Academic Programs Abroad, Florence, Italy Fall 2010

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Centers for Academic Programs Abroad (CAPA) International Education Foundation, LP to provide classroom facilities, faculty and student housing accommodations, transfer transportation, academic guide, group airfare, and insurance for the study abroad program in Florence, Italy from September 2, 2010 through November 24, 2010. CAPA has served as the District's educational services contractor for study programs in the past. CAPA will receive \$1,000.00 to cover unforeseen costs for students/participants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Centers for Academic Programs Abroad International Education Foundation, LP to provide educational services for the study abroad program from September 2, 2010 through November 24, 2010, for an amount not to exceed \$1,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Jan Schall  
Coordinator, International Education/Study Abroad Program

## Riverside Community College District to Florence -Fall 2010

### 1. PROGRAM DATES

Departure from the United States: Thursday September 2, 2010 Arrival in Italy: Friday September 3, 2010 Departure from Italy: Wednesday November 24, 2010

### 2. PREDEPARTURE SERVICES

#### Recruitment

CAPA will monitor your recruitment efforts and provide assistance subject to your needs. This may include designing a recruitment plan, establishing a timeline, assisting with program brochures, publicity materials and methods, use of school web site and newspaper, and other strategies.

#### Program Management

CAPA works in partnership with your institution to ensure an efficient and friendly experience for all involved. CAPA's U.S.-based staff works closely with you to ensure that each detail of the program is taken care of. They will provide answers to your questions; will prompt you to forward information as needed; and will send you the final housing, flights, and other program details as applicable.

#### Financial Accounting

For institutions paying CAPA directly, we will forward invoices according to the agreed-upon schedule.

When students are paying CAPA directly, we will send individual invoices and deal with all questions that arise regarding billings, payments, and financial aid. CAPA has a dedicated toll-free number for students to contact us.

#### Student Pre-departure Information

Before your program begins, CAPA will send information packs for each student that contain a site manual with everyday information as well as in-depth pre-departure health and safety information to help students and their parents make informed decisions concerning their preparations for study abroad.

We also send information on phone cards, renting cell phones, and included insurance as well as optional insurance options.

### 3. STUDENT SERVICES

#### Flights

Roundtrip airfare in and out of Florence will be provided.

#### Accommodations

Student Accommodation with double room occupancy provided by Dante Alighieri

#### Meals

Self-catering

#### CAPA Standard Inclusions

Insurance Departure ceremony My Education cultural events Taxi to apartment upon arrival Permit to stay in Italy Arrival walking tour CAPA International Program Services Staff Arrival party Welcome basket (4 use bus pass, one night food, and phone card) Arrival orientation

### 4. FACULTY SERVICES

#### Flights

Airfare included.

#### Accommodations

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Florence.

#### Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, permit to stay in Italy, insurance, and the transfers. Faculty will be provided the option to rent a mobile phone prior to departure where the application fee and daily rental fee are waived. Faculty will still be charged for phone usage but at a discounted rate. Faculty will not be given a mobile phone once they arrive in country and a land line in the apartment is not guaranteed.

### 5. ACADEMIC PROGRAM AND FACILITIES

The Institution will supply faculty members as necessary to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in the Institution and its designated representatives.

A British Institute Library Membership will also be provided.

Historic Florence Lecture is included.

#### Classroom Facilities

Classroom space will be provided by Dante Alighieri.

Note: CAPA will provide Riverside Community College District with a classroom schedule one month before the start of the program based on the course requirements of the program and

enrollment numbers. Final enrollment must be provided to CAPA no later than 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

## 6. LOCAL TRANSPORTATION

### Transfers

Roundtrip transfer from previously determined airport to central Florence will be provided. CAPA will organize transfers by taxi for the students to their apartments from central Florence. The cost is included on arrival.

## 7. HEALTH AND SAFETY

CAPA endorses the guidelines published by the NAFSA Interorganizational Task Force on Safety and Responsibility in Study Abroad. A leader in health and safety management, CAPA has implemented the following policies and procedures for managing emergency situations that occur abroad:

### Preparedness

CAPA maintains a comprehensive health and safety plan in order to ensure a safe and productive learning environment for students and faculty.

### Continuous Assessment

CAPA staff members receive regular training from an organization specializing in crisis management and support, and comprehensive and ongoing health and safety training, including guidelines on referral and working within the limitations of their own competencies.

### 24-Hour Emergency Contact

CAPA provides 24-hour emergency telephone coverage for faculty and students in distress.  
Student Insurance

CAPA provides insurance for each student and traveling faculty member, including health, travel and accident coverage; emergency evacuation and repatriation; basic accident; sickness; trip cancellation; trip delay; trip interruption; and baggage loss. Additional coverage is also made available to participants.

### Registration Abroad

CAPA is registered with the U.S. Embassy and is on the State Department's advisory list to receive regular updates on security issues abroad. These updates are always communicated to students.



## Communication with the Home Campus

CAPA keeps home campuses informed of the welfare of their students and faculty, and informs them of issues arising abroad.

### 8. PROGRAM FEES

#### 2009 Program Fees

25+ students and two faculty \$7,024 Additional Costs

\$1,000 will be invoiced directly to Riverside Community College District for additional program expenses (clerical, copying, printing, and guide expenses for special exhibits.)

NOTE: Taxes and Fuel Surcharge are not included in the Air inclusive program fee

CAPA reserves the right to adjust program fees to reflect fluctuations in the value of the dollar in excess of 5%.

Program fees are per person and include all services listed above.

#### Refundable Housing Deposit

A \$150-per-student refundable damage deposit will be added to the program fees above. CAPA will refund the students directly following the completion of the program (any damages will be itemized and deducted from the refund).

A \$500-per-faculty refundable deposit is also required at the time of faculty application. CAPA will refund the Faculty directly following the completion of the program (any damages, utilities, etc, will be itemized and deducted from the refund).

Jan Schall Riverside Community College District to Florence – Fall 2010

*Program Dates:*

Depart US: September 2, 2010 Arrival in Italy: September 3, 2010 Return to US: November 24, 2010

Reference number: 100902CARCCFLO v.1

Letter Agreement Please mail to: CAPA International, 210 Union Wharf, Boston MA 02109

This letter will record an agreement between CAPA International Education Foundation, LP and Riverside Community College District (“Institution”).

1) CAPA agrees to provide the services described in the proposal with the same reference number that appears at the top of this page.

2) This is a single year proposal

3) Individual Student Payment Plan **with** Airfare included: CAPA will invoice individual Student Participants directly for all fees as described in this “Letter Agreement” and Individual Student Application/Release forms. The Application/Release forms and full payment must be received at CAPA 70 days prior to departure. Forms received after this date will be subject to availability and applicable late fees. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.

4) Institution agrees to follow the guidelines and timelines described by CAPA recruitment staff and to make every effort to recruit students to participate in the program.

5) Cancellation and Refund Policy:

Withdrawal Date Cancellation Fees

More than 60 days prior to departure \$250    46 to 60 days prior to departure 25% of the program fee plus \$250  
22 to 45 days prior to departure 50% of the program fee plus \$250    21 days or fewer prior to departure 100% of the program fee

6) Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.

7) No change to this agreement will have any validity unless it is recorded in a revised proposal and a new letter agreement executed by both parties.

8) All reservations and services are subject to availability. CAPA will confirm all services upon receipt this signed agreement and will inform the institution of any availability issues within two weeks of receipt. CAPA will return one fully executed copy for your records

9.) The Institution agrees not to contract with directly or indirectly, or in any way use any contacts, personnel, facilities, or suppliers utilized during a CAPA program, for a period of three years from the return date of any given program.

Signature

Signature

Name: \_\_\_\_\_  
CAPA  
Accounts Administrator  
Finance

Name: \_\_\_\_\_  
Riverside Community College District  
Title: Vice Chancellor, Administration and

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

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

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

Semester in Italy  
September 2, 2010 – November 24, 2010

### RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between Centers for Academic Programs Abroad, Inc. (CAPA) and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Fall 2010. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Florence, Italy.

1. Fall semester program to Italy for the period September 2, 2010 to November 24, 2010.
2. CAPA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of CAPA, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and CAPA shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
3. CAPA shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any 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 CAPA's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. CAPA will provide evidence of such insurance to RCCD.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-5

Date: June 15, 2010

Subject: Memorandum of Understanding with Corona-Norco Unified School District

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Corona-Norco Unified School District (CNUSD) to work collaboratively to fulfill objectives of the project work plan of the Workforce Innovation Partnership project awarded to RCCD. The intent of the Workforce Innovation Partnership is to develop projects such as 2 + 2 programs and to create career pathways aligned with selected Economic and Workforce Development (EWD) Program Strategic Priority Areas to prepare the future workforce of California with the skills needed for emerging high-skill, high-opportunity industry areas, and add alternatives for those not immediately pursuing a four-year degree. Total payment under this Memorandum of Understanding shall not exceed \$140,854.00, for the period May 1, 2010 through December 31, 2011. Funding source: Governor's Career Technical Education Pathways Initiative – Workforce Innovation Partnership Grant.

Recommended Action: It is recommended that the Board of Trustees ratify the Memorandum of Understanding, for the time frame of May 1, 2010 through December 31, 2011, in an amount not to exceed \$140,854.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Ron Vito  
Vice President, Career and Technical Programs

Memorandum of Understanding  
Between Riverside Community College District  
and  
Corona-Norco Unified School District

This Agreement, entered into April 21, 2010 between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Corona-Norco Unified School District, hereinafter referred to as CNUSD, whose address is 2820 Clark Avenue, Norco, CA 92860, is effective to cover activities beginning May 1, 2010 and ending December 31, 2011, or the ending date of the grant performance period, if extended. This Agreement is based on the Governor's Career Technical Education Pathways Initiative – Workforce Innovation Partnership Grant Agreement, RFA# 09-142-960, between RCCD and the California Community Colleges Chancellor's Office, which was entered into on May 1, 2010.

RCCD will reimburse CNUSD, using funds awarded by the California Community Colleges Chancellor's Office, for costs incurred in the conducting Workforce Innovation Partnership grant activities, up to \$140,854, and identified in the grant application, to include the following:

- Release time/stipend for faculty project coordinator, \$50/hour x 200 hours = \$10,000
- Benefits for faculty release time/stipend @ 5% salary = \$500
- Project supplies, materials, and curriculum
  - Learn Mastercam, 45 seats = \$17,600
  - Immersive CNC, 100 user sites/15 concurrent seats = \$27,034
  - Solidworks-Camworks, 45 seats = \$21,080
  - Green Manufacturing, 20 seats @ \$750 ea. = \$15,000
  - Mastercam for middle school, 20 seats @ \$600 ea. = 12,000
- Professional presenters for workshops, 12 workshops @\$500 = \$6,000
- Middle school instructional equipment:
  - 3D rapid prototype printers, 2 @ \$11,900 ea = \$23,800
  - Small Davinci mill = \$7,840

Total payment to CNUSD for the operation of the Workforce Innovation Partnership Grant program will not exceed \$140,854 over the term of this Agreement unless said document is amended. Payment is contingent upon satisfactory performance as evidenced by quarterly narrative reports including appropriate support documents.

The intent of the Workforce Innovation Partnerships (WIPs) grant is to develop projects such as 2 + 2 programs and create career pathways aligned with selected Economic and Workforce Development (EWD) Program Strategic Priority Areas to prepare the future workforce of California with the skills needed for emerging high skill, high opportunity industry areas, and add alternatives for those not immediately pursuing a four-year degree. CNUSD agrees to work collaboratively with Riverside Community College District to meet these goals and to fulfill all of the objectives of the project workplan.

CNUSD does hereby agree to comply with all of the following:

1. PROGRESS REPORT

CNUSD will submit an invoice and program progress report by the 10th day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to CNUSD and invoices will be accompanied by auditable documentation to support the claimed expenditure. The first quarterly invoice and progress report will be due September 10, 2010. The final quarterly invoice and progress report will be due January 10, 2012

2. BUDGET CONCERNS

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 have no force and effect. In this event, RCCD shall have no liability to pay any funds whatsoever to CNUSD or to furnish any consideration under this Agreement and CNUSD shall not be obligated to perform any provision of this Agreement. Any work performed by CNUSD 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.

3. SUB-AGREEMENTS

CNUSD may not make any sub-agreements with third parties without written approval of RCCD and the State Chancellor's Office.

4. AUDIT

CNUSD agrees that the RCCD, or its designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CNUSD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records retention is stipulated. CNUSD 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. CNUSD agrees to include a similar right to the State Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

5. PRODUCTS AND DELIVERABLES

Any document or written report prepared by CNUSD shall contain the Grant Agreement number and dollar amount of this Agreement.

## 6. TRAVEL

For travel necessary to the performance of this Agreement, CNUSD travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by CNUSD's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.

## 7. STANDARDS OF CONDUCT

CNUSD shall disclose any employment or contractual relationships it may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated, unless after being fully informed of the circumstances, RCCD and the Project Monitor (State Chancellor's Office) determines that the services being provided to the other college by CNUSD are above and beyond or unrelated to those provided under the State grant.

## 8. INTELLECTUAL PROPERTY

- a. CNUSD agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, by CNUSD shall be and are Work for Hire. All rights, title, and interest in and to the work first developed under this Agreement 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 and CNUSD shall assign all rights, title and interest thereto, to the Chancellor's Office. The Chancellor's Office shall acknowledge CNUSD as the author of works produced pursuant to the Work for Hire Agreement on all publications of such work. The Chancellor's Office may license CNUSD to reproduce and disseminate copies of such work provided the licensee agrees to to permit infringement of the copyright by any person, to compensate the 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. Said license shall include the right to create and use works derived from those created under this Agreement, even if such derivative works compete with other works created under this Agreement.

All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © or the word "Copyright", or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgement may be given to CNUSD or the actual

- author(s) of the work in an appropriate manner elsewhere in the material. If it is deemed necessary by either the Chancellor's Office or RCCD that the copyright be registered with the U.S. Copyright Office, RCCD will be responsible for applying for, paying the filing fees for, and securing said copyright.
- c. All technical communications and records originated or first prepared by CNUSD, 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 CNUSD'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.
  - d. If it is deemed necessary by either the Chancellor's Office or RCCD that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, RCCD 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 CNUSD or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to CNUSD. 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.
  - e. 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 RCCD that a trademark or servicemark be registered with state or federal agencies, RCCD 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 CNUSD.
  - f. In connection with any license granted pursuant to the preceding paragraphs, CNUSD 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. CNUSD may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.



- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or service marks created, developed or produced pursuant to this Agreement are for and are the property of the Chancellor's Office. RCCD shall obtain an acknowledgement of the work for hire performed by CNUUSD if they 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 CNUUSD. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract or subgrant between such person(s) and CNUUSD giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

#### 9. WORKERS' COMPENSATION

CNUUSD hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the RCCD satisfactory evidence thereof at any time the Project Director may request.

#### 10. LAW GOVERNING

It is understood and agreed that this Grant shall be governed by the laws of the State of California both as to interpretation and performance.

#### 11. PARTICIPATION IN GRANT-FUNDED ACTIVITIES

- a. During the performance of this Agreement, CNUUSD shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
- b. Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for, students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors.

#### 12. DISCRIMINATION CLAUSE

- a. During the performance of this Grant, CNUSD shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. CNUSD shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. CNUSD 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. CNUSD shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.)
- d. CNUSD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 13. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

- a. By signing this Agreement, CNUSD assures RCCD that it complies 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.
- b. CNUSD shall, upon request by any person, make any materials produced with funds under this agreement available in Braille, large print, electronic text, or other appropriate alternate format. CNUSD shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by CNUSD, 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.

- d. Design of computer or web-based 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.
- e. CNUSD shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f. CNUSD 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.

#### 14. INDEMNIFICATION

CNUSD agrees to indemnify, defend and save harmless RCCD, its trustees, officers, agents and employees from any and all claims 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 CNUSD in the performance of this Agreement.

#### 15. INDEPENDENT STATUS

CNUSD, and the agents and employees of CNUSD, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of RCCD.

#### 16. AGREEMENT IS COMPLETE

No amendment, alteration 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.

#### 17. TERMINATION

Either party may terminate this Agreement, without cause, with thirty (30) days written notice to the other party.

Riverside Community College District

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James L. Buysse  
Vice Chancellor, Administration and Finance

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Date

Corona-Norco Unified School District

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Dr. Gregory Plutko  
Deputy Superintendent

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Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-6

Date: June 15, 2010

Subject: Sub Grantee Agreement, American Recovery Reinvestment Act Southern California Logistics Technology Collaborative with San Bernardino Community College District

Background: Presented for the Board's review and consideration is a sub grantee agreement with the San Bernardino Community College District in the amount of \$237,683.00. The funds will be used for salaries, benefits, materials, and other operational expenses of the American Recovery Investment Act Southern California Logistics Technology Collaborative program from July 1, 2010 through June 30, 2011.

Recommended Action: It is recommended that the Board of Trustees accept the sub grantee award from the San Bernardino Community College District in the amount of \$237,683.00, and authorize the Vice Chancellor, Administration and Finance to sign the sub grantee agreement.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

John Tillquist  
Dean, Economic Development and Community Education

Robert Grajeda  
Director, Corporate and Business Development



## SUBGRANTEE AGREEMENT

114 SOUTH DEL ROSA DRIVE  
SAN BERNARDINO, CALIFORNIA, 92408

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as “DISTRICT”, and Riverside Community College District – RCC, hereinafter referred to as “CONTRACTOR”.

### RECITALS

WHEREAS, the DISTRICT needs assistance in servicing the Riverside County area to be an active partner and developer of the Southern California Logistics Technology Collaborative (SCLTC); and,

WHEREAS, the CONTRACTOR is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

### AGREEMENT

#### 1. DESCRIPTION OF SERVICES

PLEASE SEE ATTACHMENT A

#### 2. CONTRACTOR GENERAL RESPONSIBILITIES

The CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained with the CONTRACTOR. The DISTRICT shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books. Records, should

- a. include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.
- b. The CONTRACTOR shall observe all federal, state and County regulations concerning confidentiality of records.
- c. The CONTRACTOR shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Failure to comply with the provisions of this section may result in immediate termination of this contract.

### 3. TERM

CONTRACTOR will commence work under this agreement on July 1, 2010 and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than June 30, 2011. CONTRACTOR shall not commence work until the DISTRICT'S Board has approved the Agreement.

### 4. COMPENSATION

In consideration for the services provided by CONTRACTOR, DISTRICT shall pay the CONTRACTOR within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

- a. CONTRACTOR shall be paid an amount not to exceed \$237,683.
- b. Payment(s) shall be made in one of the following manners:
  - \_\_\_\_\_ single payment upon completion of services: This will require approved invoice(s) to be submitted to Account Payable at least 25 working days prior to the completion of services.
  - X   other Payments(s) paid on a net 60 after Accounts Payable receives approved invoice(s). See Attachment B.
- c. **Billing**  
CONTRACTOR shall invoice DISTRICT for all payments directed to San Bernardino Community College DISTRICT 114 South Del Rosa Drive, San Bernardino, California, 92408, Attention: Accounts Payable. Invoices shall be submitted in duplicate and must include CONTRACTOR'S signature and tax identification number.

- d. DISTRICT will not withhold federal or state income tax from payments made to CONTRACTOR under this agreement, but will provide CONTRACTOR with a statement of payments made by DISTRICT to CONTRACTOR at the conclusion of each calendar year.

5. TERMINATION

This agreement may be canceled by either party with or without cause by written notice provided fourteen (14) calendar days before actual termination. Final payment will include all services/work completed up to effective termination date.

6. RELATIONSHIP OF PARTIES

DISTRICT and CONTRACTOR hereby agree and acknowledge that CONTRACTOR, in providing the services herein specified, is and at all times shall be acting as an independent CONTRACTOR. As such, CONTRACTOR shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of CONTRACTOR, nor the details, methods, or means by which that result is to be attained. CONTRACTOR shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

7. CONTRACTOR'S STATUS

CONTRACTOR expressly represents and covenants that he/she is a N/A duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations. The CONTRACTOR certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.

8. LIABILITY

CONTRACTOR agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for DISTRICT'S contingent liability on such claims or losses. DISTRICT, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to DISTRICT'S Office of Business Services. CONTRACTOR agrees to obtain a written obligation from the insurers to notify DISTRICT in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.



9. **WORKERS' COMPENSATION INSURANCE CONTRACTOR** shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the DISTRICT throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT. The policy shall also be amended to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, employees, agents, or CONTRACTORS for losses which arise from work performed by the named insured for the DISTRICT.
  
10. **HOLD HARMLESS**
  - a. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, agents, and students.
  
11. **AMENDMENTS**

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.
  
12. **ATTORNEY'S FEES**

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.
  
13. **USE OF U.S. DEPARTMENT OF LABOR FUNDS SPECIAL CONDITIONS**

See Attachment D and Attachment E: some or all of these conditions may apply depending on the nature of the services you are providing in this agreement.
  
14. **ENTIRE AGREEMENT**

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

**15. INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR and not an officer, agent, servant, or employee of DISTRICT. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, CONTRACTORS, and sub grantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and CONTRACTOR. Neither CONTRACTOR nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

**16. LAW TO GOVERN: VENUE**

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. DISTRICT Court, exclusive venue shall lie in the Central DISTRICT of California.

**17. NOTICES**

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

**IF TO DISTRICT**

Attn: Business Services  
San Bernardino Community College DISTRICT  
114 South Del Rosa Drive  
San Bernardino CA 92408

**IF TO CONTRACTOR**

Riverside Community College District, Attn: Robert Grajeda

14745 Riverside Dr.

Riverside, CA 92518

**18. VALIDITY**

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

**19. EXHIBIT AND ADDENDUM INCORPORATED**

Exhibits "A - E" are attached hereto and incorporated into this Agreement by reference.

**20. ASSIGNMENT**

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

**21. RIGHT TO MONITOR AND AUDIT**

- a. The DISTRICT shall have the absolute right to monitor the performance of the CONTRACTOR in the delivery of services provided under this Contract.
- b. The DISTRICT or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by the CONTRACTOR in any auditing or monitoring conducted.
- c. The CONTRACTOR shall cooperate with the DISTRICT in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- d. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by DISTRICT, state and federal representatives for a period of three (3) years after final payment under the Contract or until all pending DISTRICT, state and federal audits are completed, whichever is later. Records of the CONTRACTOR which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the DISTRICT's reasonable advance written notice or turned over to the DISTRICT. If said records are not made available at the scheduled monitoring visit, the CONTRACTOR may, at the DISTRICT's option, be required to reimburse the DISTRICT for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- e. The CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the DISTRICT's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.
- f. Upon the DISTRICT's request, the CONTRACTOR shall hire a licensed Certified Public Accountant, approved by the DISTRICT, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

\_\_\_\_\_  
DISTRICT SIGNATURE

Date \_\_\_\_\_

Steven Sutorus, Business Manager  
San Bernardino Community College DISTRICT  
114 South Del Rosa Drive  
San Bernardino CA 92408  
909-382-4000

\_\_\_\_\_  
CONTRACTOR SIGNATURE

Date \_\_\_\_\_

Company Name: Riverside Community College District  
Name: James L. Buysse  
Title: Vice Chancellor Administration & Finance  
Phone: (951) 222-8047  
E-Mail: JimBuysse@rcc.edu

## ATTACHMENT A

### DESCRIPTION OF SERVICES

7/1/2010 to 6/30/2011

#### Marketing

- Launch website
- Advertise training
- Confirm, hold marketing events
  - Create marketing materials
  - Hold/attend job fairs, Industry Organization meetings

#### Recruitment

- Hire job developer/industry outreach consultant
  - Introduce consultant to industry partners
- Recruit trainees from the community at large
  - Logistics employment training
  - Basic Skills training
  - Define orientation calendar for open enrollment classes
- Recruit industry partners
  - Develop individual partner participation plans
  - Develop industry partner marketing/training plans
  - Define industry partner meeting calendar
  - Hold industry partner meetings
  - Define training calendars/industry in-kind
  - Hold orientations throughout period, beginning week of July 5, 2010.

#### Training

- Begin training and complete cohorts for this period, 7/1/10 – 6/30/11
  - MSSC (2 cohorts, 10-15 participants each)
  - Logistics Boot Camp (2 cohorts, 15-18 participants each)
  - Forklift Training (3 cohorts, 15 to 18 participants each)
  - VESL (2 cohorts, 15-20 participants each)
  - Supervisor Skills (2 cohorts, 15-18 participants each)
  - Computer training (2 cohorts, 10-15 participants each))
  - Maintenance training (2 cohorts, 10-15 participants each)
  - Automotive training (1 cohort, 10-15 participants each)
  - Diesel training (1 cohort, 10-15 participants each)

Course name	Certification/preparation	Hours
MSSC CLA and CLT	MSSC Certification	40 each
Logistics Boot Camp	RCCD completion	80
Forklift Training	Schneider Logistics Certification	16
VESL	RCCD Completion	24
Supervisor Skills	RCCD Completion	24
Computer Training (MS Office)	RCCD Completion	20
Maintenance Training	RCCD Completion	60
Automotive	RCCD Completion	80 - lab
Diesel	RCCD Completion	240 - lab

#### Placement

- Job development meetings with Riverside County WIB
- Job development meetings with Industry partners
- Schedule job fairs/recruitment meetings to coincide with training completion dates

#### Reporting

- Quarterly reports on activities – meeting DOL 1512 and other reporting requirements
  - Program entries
  - Course cohorts trained detailing student demographics
  - Job Placements and internships

ATTACHMENT B  
PAYMENT SCHEDULE

RCCD may submit invoices per quarter\* for reimbursement of expenditures. Invoices must be accompanied with: 1) budget and expenditure reports detailing funds used in the commission of operations in the Southern California Logistics Technology Collaborative (SCLTC); 2) updated workplans describing activities and trainings must be inclusive of the budget period; 3) outcomes must list, recruitments, class completions, job placements, marketing and partnership activities with personnel details including required DOL demographic and ethnic data of clients and students served.

Quarterly reports:

1<sup>st</sup> July 1, 2010 thru September 30, 2010

2<sup>nd</sup> October 1, 2010 thru December 31, 2010

3<sup>rd</sup> January 1, 2011 thru March 31, 2011

4<sup>th</sup> April 1, 2011 thru June 30, 2011

ITEMIZED SUB GRANTEE BUDGET: FY 2010 – 2011		
	District: Riverside Community College District	
	College: Riverside Community College	
	RFA Specification Number: 17.275	
	Program Year: 2010 - 2011 [7/1/10 - 6/30/11] = 12 months	
	Source of Funds: San Bernardino Community College District (DoL Grant)	
Object of Expenditure <sup>1</sup>	Classification	Project Funds Requested
2118	Project Director Support Robert Grajeda 12 month position @ 31.25%, 2.5 hours/day = 12.5 hours/week	28,867
2119	Classified Salaries, Non-instructional Administrative Assistant Support, 12 month position @ 62.5% = 25 hours/week	33,085
3000	Employee Benefits SUI, OASDI, Medicare, PERS, WC, & H & W FT Staff	23,500
4000	Supplies and Materials Office supplies \$2,000; Printing & copying expenses \$1,000; Consumables \$1,500; Materials \$1,000; Books \$923	6,423
5000	Other Operating Expenses and Services Postage \$500; Mileage \$500; Consultants \$106,200; Website, Branding, Marketing \$2,500; Advertising \$6,000; Conferences \$2,500	118,200
6000	Capital Outlay Training Equipment; Computers, printers new = 6,000	6,000
	Total Direct Costs	216,075
	Total Indirect Costs (10% of Direct Costs)	21,608
	Total Project Costs	237,683

TOTAL Expenditures for this Contract not to exceed = \$237,683



## ATTACHMENT D

# FEDERAL SPECIAL CONDITIONS

- a. Federal Project Officer: The DOLETA Federal Project Officer (FPO) for this grant/agreement is:

Marian Esver  
U.S. Department of Labor/ETA 90  
7<sup>th</sup> Street, Suite 17-300  
San Francisco, CA 94103  
Telephone: (415) 625-7948  
E-mail: esver.marian@dol.gov

The FPO is not authorized to change any of the terms or conditions of the grant/agreement. Such changes, if any, will be accomplished by the Grant Officer by the use of a properly executed grant/agreement modification.

- b. Equipment: Awardees must receive *prior approval* from the DOL/ETA *Grant Officer* for the purchase and/or lease of any equipment with a *per unit acquisition cost of \$5,000 or more, and a useful life of more than one year*. This includes the purchases of ADP equipment. The grant award does not give approval for equipment even if it is specified in a grantee's statement of work unless specifically approved in the grant award execution letter by the Grant Officer. If not, the awardees must submit a detailed description list to the FPO for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.
- c. Program Income: The awardee is authorized to utilize the addition method if any *Program Income* is generated throughout the duration of this grant/ agreement. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]; or [29 CFR Part 97.25(c)(g)(2)].
- d. Pre-Award: The awardee hereby agrees that all costs incurred by the awardee prior to the start date specified in the grant agreement issued by the Department are *incurred at the awardee's own expense*.
- e. Reports: Pursuant to Training and Employment Notice (TEN) 12-07, Implementation of New OMB Approved Form ETA 9130, U.S. DOL ETA FINANCIAL REPORT, dated October 1, 2007, all ETA grantees are required to report quarterly financial data on the ETA 9130, beginning with the quarter ending September 30, 2007. (From the September 30, 2007 reporting quarter and forward, previously required financial reporting forms, including the Standard Form 269, are no longer accepted by ETA.) The ETA on-line reporting system has been modified to accommodate the ETA 9130 required data elements, which include a new Federal cash section. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period. Upon receipt of an ETA award, grantees will receive instructions for accessing both the on-line financial reporting system and the HHS Payment Management System. Copies of the ETA 9130 and detailed reporting instructions are available at [www.doleta.gov/grants](http://www.doleta.gov/grants). The ETA Basic reporting format is applicable for the WIA Incentive grants.

Grantees are no longer required to submit the SF-272, Federal Cash Transaction Report, and SF-272 (a) Federal Cash Transaction Report, Continuation Sheet, provided the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements. Grantees are required to submit a brief narrative quarterly and final report to the designated Federal Project Officer (FPO) and the Grant Officer (GO) on grant activities funded under this agreement. All reports become due no later than 45 days after the end of each reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. (B) QUARTERLY PROGRESS REPORTS The awardee shall submit the QUARTERLY progress report to ETA not later than 45 days after the end of the calendar quarters; and FINAL progress reports not later than 90 days after all funds have been expended, or the period of grant funds availability has expired. For the last calendar quarter in which awardees are active, they will not submit a quarterly progress report, but will include information on their activities that quarter in the FINAL progress report. The awardee's FINAL progress report should provide information on their grant activities during that last quarter and cumulative information on grant activities during the grant's entire period of performance. (*DO NOT MAIL REPORTS DIRECTLY TO THE GRANT OFFICER*).

- (1) The awardee shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
  - (2) The awardee shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.
- f. Consults: *Consultant* fees paid under this grant/agreement shall be limited to \$585 per day without additional DOL Grant Officer approval.
- g. Rebates: The awardee agrees to advise the Grant Officer, in writing, of any *forthcoming* income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
- h. Publicity: No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
- i. Public Announcements: When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, *all awardees* receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

j. Executive Order 12928: In compliance with Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/ sub granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- i. Procurement: Except as specifically provided, DOL/ETA acceptance of a proposal and an award of federal funds to sponsor any program(s) does not provide a waiver of any grant requirements and/or procedures. For example, the OMB circulars require an entity's procurement procedures must require that all procurement transactions shall be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the DOL/ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.
10. Veterans Priority Provisions: The Jobs for Veterans Act (Pub. L. 107-288) provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. Grantees are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed. Reg. 78132 on December 19, 2008. In circumstances where a grant recipient must choose between two equally qualified candidates for training, one of whom is a veteran, the Jobs for Veterans Act requires that grant recipients give the veteran priority of service by admitting him or her into the program. To obtain priority of service a veteran must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. Currently, ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the Job for Veterans Act and its effect on current employment and training programs. TEGL No. 5-03, along with additional guidance, is available at the "Jobs for Veterans Priority of Service" Web site: <http://www.doleta.gov/programs/vets>.
11. Audits: The awardee agrees to comply with the required financial and compliance audits in accordance with the Single Audit Act of 1984.
12. Salary and Bonus Limitations: Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. These limitations also apply to grants funded under this SGA. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification: <http://wdr.doleta.gov/directives/corr doc.cfm?DOCN=2262>.
13. Intellectual Property Rights. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any

related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

16. Evaluation, Data, and Implementation: The grantee agrees to cooperate with the U.S. Department of Labor (USDOL) in the conduct of a third-party evaluation, including providing to USDOL or its authorized contractor appropriate data and access to program operating personnel and participants in a timely manner.

Signing this award agreement, or the expenditure of grant funds, certifies that your organization has read and will comply with all parts of this grant agreement.

## ATTACHMENT E

### ADDITIONAL PROVISIONS of THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

*This grant agreement addendum addresses additional requirements applicable to funds appropriated in the American Recovery and Reinvestment Act of 2009 (ARRA or the Recovery Act, P.L. 111-5).*

*The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions. All laws and ETA guidance that are applicable must be followed, even if not specifically cited herein.*

*Expenditure of grant funds constitutes acceptance of these provisions and all future ARRA Provisions provided by DOL.*

1. TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 17-08

Subject: ARRA Funds Financial Reporting Requirements

Purpose: To provide guidance on the reporting of ARRA funds for Wagner-Peyser Act and Workforce Investment Act programs. This can be found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2745](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2745).

2. TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 29-08

Subject: Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS)

Number/Central Contractor Registration (CCR) Mandatory Requirement for Federal Grant Sub-recipients under the American Recovery and Reinvestment Act of 2009

Purpose: To inform the workforce system of the mandatory requirement for sub-recipients, i.e., any first-tier subcontract or sub-award funded in whole or in part under the ARRA, to obtain a DUNS number [www.dnb.com](http://www.dnb.com). Any such sub-recipient must also establish and maintain active and current profiles in the CCR at [www.ccr.gov](http://www.ccr.gov). This can be found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2773](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2773).

In accordance with the ARRA, the following provisions also apply:

3. LIMIT ON FUNDS: In accordance with the ARRA, none of the funds appropriated or otherwise *made available in the ARRA may be used by any State or local government, or any private entity*, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
4. SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS: Grantees agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512(c).
5. RESPONSIBILITIES FOR INFORMING SUB-RECIPIENTS: Grantees agree to separately

identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

6. **REPORTING REQUIREMENTS:** Section 1512 of the Recovery Act requires recipients to report on the use of Recovery Act funding, and provide detailed information, such as: total amount of funds received; the amount spent on projects and activities; a list of those projects and activities funded, including name, description, completion status and estimates of jobs created and retained; and details on sub awards and other payments.

All Recovery Act grantees are required to report financial and programmatic information no later than 10 days after the end of each calendar quarter beginning with the quarter ending September 30, 2009. Reporting is cumulative from the enactment of the grant award and required until the end of the Recovery award.

7. **WAGE RATE REQUIREMENTS:** All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606).
8. **WHISTLEBLOWER PROTECTION:** No employee of an organization receiving funds under ARRA may be discharged, demoted or otherwise discriminated against for disclosing information they reasonably believe is evidence of gross mismanagement or waste; a substantial and specific danger to public safety related to the implementation; or, an abuse of authority; or a violation of law, rule, or regulation related to an agency contract or grant, awarded or issued relating to covered funds. [Section 1553(a)]
9. **BUY AMERICAN - USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS:** None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 - Buy American Requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-7

Date: June 15, 2010

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Sylvia Thomas  
Associate Vice Chancellor of Instruction

New Stand-Alone Course Proposals

1. CIS 43 Survey of Media Art for Game Design/Animation N  
 This course will be offered as an optional elective for Game Art students.
2. CIS 44 Portfolio Production N  
 This course will be offered to enhance the existing Game Art program.
3. ENE 5B Engineering Principles II R  
 Second in a two part series of introductory engineering field exploration. This course is project based. It is transferable to Cal Poly Pomona.
4. FIT 7 Principles of Fire and Emergency Services Safety and Survival M  
 This course is proposed to replace FIT-9 in the core curriculum for Fire Technology. This is a Fire and Emergency Services Higher Education Committee (FESHE) recommended change.
5. FTV 73 Introduction to Pro Tools Digital Audio Recording R  
 The course will be included in the FTV Certificate and Degree option for Sound Engineering.
6. FTV 74 Production Planning and Management R  
 This course will be an elective in the Film Production emphasis of the FTV Certificate and Associate Degree pattern.
7. HLS 4 Recovery in Emergencies, Disasters and Homeland Security Incidents M
8. HLS 5 Investigation of Emergencies, Disasters and Homeland Security Incidents M  
 These courses are proposed to provide an overview of incident recovery, including current trends, best practices and effective strategies as part of the Homeland Security series of courses.

New Program Applicable Course Proposals

1. CSC 2 Fundamentals of Systems Analysis NR
2. CSC 5 Fundamentals of Programming Logic Using C++ NR
3. CSC 6 Discrete Mathematics for Computer Science NR
4. CSC 11 Computer Programming using Assembler NR
5. CSC 12 PHP Dynamic Web Site Programming NR
6. CSC 14A Web Programming: JavaScript NR
7. CSC 15A Visual Basic Programming: Objects NR
8. CSC 16A Programming Games with DirectX, OpenGL NR
9. CSC 17A C++ Programming: Objects NR
10. CSC 17B C++ Programming: Advanced Objects NR
11. CSC 17C C++ Programming: Data Structures NR
12. CSC 18A Java Programming: Objects NR
13. CSC 18B JAVA Programming: Advanced Objects NR
14. CSC 18C Java Programming: Data Structures NR
15. CSC 20 Systems Analysis and Design NR



16.	CSC 21	Introduction to Operating Systems	NR
17.	CSC 21A	Linux Operating System Administration	R
18.	CSC 25	Introduction to Data Communications	NR
19.	CSC 27	Information and Network Security	NR
20.	CSC 28A	MS Access Programming	NR
21.	CSC 35	Intro Simulation and Game Development	NR
22.	CSC 36	Intro Computer Game Design	NR
23.	CSC 37	Beginning Level Design/Computer Games	NR
24.	CSC 38A	Sim Gaming/3D Modeling	NR
25.	CSC 38B	Sim Gaming/3D Animation	NR
26.	CSC 38C	Sim Gaming/Dynamics/Rendering	NR
27.	CSC 61	Intro to Database Theory	NR
28.	CSC 62	MS Access DBMS: Comprehensive	NR
29.	CSC 63	Intro to Structured Query Language	NR
30.	MAT 6	Discrete Mathematics for Computer Science	NR

These courses are being proposed as part of the new discipline Computer Science for a two year transfer program with Cal Poly Pomona and are cross-listed with CIS courses.

Course Revision Proposals

1.	CIS 21	Introduction to Operating Systems	MNR
2.	CIS 21A	Linux Operating System Administration	R
3.	CIS 35	Intro Simulation and Game Development	MNR
4.	CIS 36	Intro Computer Game Design	MNR
5.	CIS 37	Beginning Level Design/Computer Games	MNR
6.	CIS 38A	Sim Gaming/3D Modeling	MNR
7.	CIS 38B	Sim Gaming/3D Animation	MNR
8.	CIS 38C	Sim Gaming/Dynamics/Rendering	MNR

These courses have been modified as part of program review, and to be cross listed with CSC courses.

9.	COS 60E1	Level V Cosmetology Concepts	R
10.	COS 60E2	Level V Cosmetology Concepts	R

These courses have been modified with an increase in units (hours) from 3.5 to 4 to comply with requirements for the California State Board of Barbering and Cosmetology licensing.

11.	MAC 57	CNC Program Writing	N
12.	MAN 57	CNC Program Writing	N

These courses have been modified to update Title 5 requirements and add student learning outcomes.

13.	MAN 52	Computer Aided Manufacturing-Mastercam	N
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This course has been modified to add an advisory of CIS-1A and to comply with Title 5 requirements.

14. MAN 53 Adv Computer-Aided Manufacturing N  
 This course has been modified to decrease units from 4 to 3 with a reduction in hours; to remove course repeatability and to align general education with student learning outcomes and comply with Title 5 requirements.
15. MAN 59 Comp-Aided Man-GibbsCAM N  
 This course has been modified to add an advisory of CIS 1A ; remove course repeatability and update course assignments.

Proposed Course Deletions: In instances where courses were part of certificates, the certificate programs have been revised.

- |     |         |  |   |
|-----|---------|--|---|
| 1.  | MAN 31  | Production Planning, Operations & Control                | N |
| 2.  | MAN 47B | Advanced Statistical Process Control                     | N |
| 3.  | MAN 62  | Computer Integrated Manufacturing                        | N |
| 4.  | MAN 70  | Manufacturing Methods                                    | N |
| 5.  | MAN 71  | Supplier Improvement                                     | N |
| 6.  | MAN 82  | Fundamentals Manufacturing Control                       | N |
| 7.  | MAN 91A | Manufacturing Apprenticeship Tech Math                   | N |
| 8.  | MAN 91B | Blueprint Reading for Manufacturing Apprenticeship       | N |
| 9.  | MAN 92A | Manufacturing Problem Solving                            | N |
| 10. | MAN 92C | Intro Stat Proc Control for Manufacturing Apprenticeship | N |
| 11. | MAN 93A | Basic Metal Stamping                                     | N |
| 12. | MAN 93B | Material Variation                                       | N |

These courses are being deleted because of outdated technology and/or lack of student interest.

- |     |         |  |   |
|-----|---------|--|---|
| 13. | BIT-2   | Basic Lab Skills-Solution Preparation                  | M |
| 14. | BIT-3   | Basic Lab Skills-Titration                             | M |
| 15. | BIT-4   | Basic Lab Skills-Spectrometry                          | M |
| 16. | BIT-5   | Literature Research And Presentation in Biotech        | M |
| 17. | BIT-6   | Basic Lab Skills-Microscopy                            | M |
| 18. | BIT-7   | Basic Lab Skills-Chromatography                        | M |
| 19. | BIT-8   | Technical Writing Skills                               | M |
| 20. | BIT-11  | Molecular Tech in Nucleic Acid Anal                    | M |
| 21. | BIT-12  | Protein Analysis                                       | M |
| 22. | BIT-13  | Safety and Lab Practices                               | M |
| 23. | BIT-14  | Field Exp Presentation                                 | M |
| 24. | BIT-15  | Basic Lab Immunology                                   | M |
| 25. | BIT-16  | Industry Regulations                                   | M |
| 26. | BIT-200 | Biotech Work Exp                                       | M |
| 27. | BOR-31  | U.S. Mexico Border Studies-Health and Human Services   | M |
| 28. | BOR-32  | U.S. Mexico Border Studies-Health Care Field Component | M |
| 29. | BOR-33  | U.S. Mexico Border Studies-Education Field Component   | M |

30.	BUS-52	Introduction to PDAs	R
31.	BUS-88	Warehouse/Distribution Skills	N
32.	BUS-89	Forklift Safety and Operations	N
33.	CAT-52	Introduction to PDAs	R
34.	CIS-19A	Network+: Fundamentals of Computer Networking	N
35.	CIS-52	Introduction to PDAs	R
36.	DEN-90	Advanced Techniques in Dental Technology	M
37.	ELE-52	Video Display Systems Servicing	N
38.	ENE-17	Electrical Circuit Analysis	N
39.	ENE-20	Applied Strength of Materials	N
40.	ENE-33	Machine Design	N
41.	ENE-34	Metal Joining Processes	N
42.	ENE-45	Properties Of Materials	N
43.	ENE-46	Manufacturing Processes I	N
44.	ENE-47A	Statistical Processes Control	N
45.	ENE-47B	Advanced Statistical Processes Control	N
46.	ENE-85	Basic Metallurgy	N
47.	FIT-C19C	Wildland Fire Behavior	M
48.	FIT-H7	Hazardous Material Incident Commander	M
49.	FIT-P2A	Fire Prevention 2A	M
50.	FIT-P2B	Fire Prevention 2B	M
51.	FIT-P2C	Fire Prevention 2C	M
52.	FIT-R1B	Rescue Systems 2	M
53.	FIT-S7	Backfire and Burnout	M
54.	FIT-S10	Basic High Rise Fire Operations and Tactics	M
55.	FIT-S16	Fire Control 6 Wildland Firefighting Essentials	M
56.	MAC-51	Machine Processes	N
57.	MAC-58	Quality Assurance	N
58.	MAN-30	Material Handling	N
59.	MAN-34	Metals Joining Processes	N
60.	MAN-47A	Statistical Processes Control	N
61.	MAN-48	Manufacturing Quality Management	N
62.	MAN-49	Problem Solving In Manufacturing	N
63.	MAN-50	Fundamentals of Manufacturing	N
64.	MAN-51	Fundamentals of Manufacturing II	N
65.	MAN-54	Manufacturing Measurements	N
66.	MAN-58	Quality Assurance	N
67.	MAN-65	Mechanical Systems	N
68.	MAN-75B	Advanced Robotics Systems	N
69.	MAN-76	Automated Systems Lab	N
70.	MAN-92C	Introduction to Statistical Process Control	N

These courses are being deleted because they have not been offered for two or more years and there are no plans to offer them in the future.

71.	ACC 96	Practicum in Computers	MNR
72.	ACC 97	Practicum in Computers	MNR
73.	ART 95	Advanced Practicum in Art (Drawing, Painting Design and Printmaking Studios)	NR
74.	ART 96	Practicum in Art (Ceramic and Sculpture)	R
75.	ART 97	Practicum in Art (Drawing, Painting, Design and Printmaking Studios)	NR
76.	ART 98	Advanced Practicum in Ceramics	R
77.	ART 99	Advanced Practicum in Sculpture	R
78.	BIO 96	Practicum in Life Sciences	MNR
79.	BIO 97	Practicum in Life Sciences	MNR
80.	BUS 96	Practicum in Computers	MNR
81.	BUS 97	Practicum in Computers	MNR
82.	CAT 96	Practicum in Computers	MNR
83.	CAT 96A	Practicum in Computers	MNR
84.	CAT 97	Practicum in Computers	MNR
85.	CIS 96	Practicum in Computers	MNR
86.	CIS 96A	Practicum in Computers	MNR
87.	CIS 97	Practicum in Computers	MNR
88.	ENE 96	Computer-Aided/Drafting Lab Practicum	N
89.	ENG 96	Writing and Reading Center Practicum	MNR
90.	ENG 97	Writing and Reading Center Practicum	MNR
91.	ESL 96	Writing and Reading Center Practicum	MNR
92.	ESL 97	Writing and Reading Center Practicum	MNR
93.	GUI 96	Practicum in Adaptive Computer Technologies	NR
94.	GUI 97	Practicum in Adaptive Computer Technologies	NR
95.	MAT 96	Math Center Practicum	MNR
96.	MAT 97	Math Center Practicum	MNR
97.	REA 96	Reading and Writing Center Practicum	MNR
98.	REA 97	Reading and Writing Center Practicum	MNR
99.	SPA 96	Practicum in Spanish	NR
100.	SPA 97	Practicum in Spanish	NR

These courses are being deleted from the catalog to be in compliance with state mandated regulations.

#### Revised Degree/Certificates Patterns Proposals

1. State-approved degree/certificate- Automated Systems N
2. State-approved degree/certificate - Automated Systems Technician N
3. State-approved degree/certificate - Air Conditioning and Refrigeration R
4. Locally-approved certificate - Computer Aided Production Technology N
5. State-approved degree/certificate - Electronics Computer Systems N
6. State-approved degree/certificate - Electronics Technology N

7. State-approved degree - Engineering Technology N
8. State-approved degree/certificate - Fire Technology M
9. State-approved degree/certificate -Welding Technology R

Degree/Certificate Deletion Proposals

1. State-approved degree/certificate - BioTechnology M
2. Locally-approved certificate - Private Security Assistant M

Automated Systems (N)  
Certificate Program

AS732/CE732

<u>Required Courses (26 units)</u>		<u>Units</u>
ELE-26	Microprocessors and Microcontrollers	4
MAC/MAN-56	CNC Machine Setup and Operation	4
MAC/ENE-61	Computer Aided Design and Computer Aided Manufacturing	2
MAN-60	Hydraulics and Pneumatic Systems	3
MAN-64	Programmable Logic Controllers	2
MAN-75A	Robotic Systems	4
<u>Electives</u>	<u>(Choose from list below)</u>	<u>6</u>
ELE-38	Computer Systems Troubleshooting	4
ENE/ELE-27	Technical Communication	3
ENE-60	Math for Engineering Technology	3
ENE-200	Work Experience	1-2-3-4

Associate of Science Degree

The Associate of Science Degree in Manufacturing Technology, Automated Systems will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Automated Systems Technician (N)  
Certificate Program

AS737/CE737

<u>Required Courses (24 units)</u>		<u>Units</u>
ELE-10	Survey of Electronics	4
ELE-26	Microprocessors and Microcontrollers	4
ELE/ENE-27	Technical Communications	3
ENE-51	Blueprint Reading	2
ENE-60	Math for Engineering Technology	3
MAC/MAN-55	Occupational Safety and Health Administration (OSHA) Standards for General Industry	2
MAN-60	Hydraulics and Pneumatic Systems	3
MAN-64	Programmable Logic Controllers	3

Associate of Science Degree

The Associate of Science Degree in Manufacturing Technology, Automated Systems Technician will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Air Conditioning and Refrigeration (R)  
Certificate Program

AS596/CE596

<u>Required Courses (26-27 units)</u>		<u>Units</u>
AIR-50A	Air Conditioning and Refrigeration	5
AIR-50B	Advanced Refrigeration	5
AIR-51A	Environmental Control	5
AIR-51B	Industrial Commercial Refrigeration	5
AIR-53	Basic Electricity for Air Conditioning and Refrigeration	4
<hr/>		
<u>Electives (2-3 units) (Choose from list below)</u>		
CON-62	Blueprint Reading	3
WEL-34	Metals Joining Processes	2

Associate of Science Degree

The Associate of Science Degree in Air Conditioning and Refrigeration will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.



Computer-Aided Production Technology (N) CE799  
Certificate Program

Required Courses (14-15 units) Units

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ENE-51	Blueprint Reading	2
ENE-60	Math for Engineering Technology	3
MAN/MAC-55	Occupational Safety and Health Administration (OSHA) Standards for General Industry	2
MAN/MAC-56	CNC Machine Set-up and Operation	4

Electives (3-4 units) (Choose from list below)

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MAN-52	Computer-Aided Manufacturing-Mastercam	4
MAN/MAC-57	CNC Program Writing	3
MAN-59	Computer-Aided Manufacturing-GibbsCAM	4

Electronics Computer Systems (N)  
 Certificate Program

AS545/CE545

Required Courses (35-39 units)		Units
ELE-10 or both	Survey of Electronics	4
ELE-21 and	DC-AC Electronics	4
ELE-23	Electronics Devices and Circuits	4
ELE-25	Digital Techniques	4
ELE-26	Microprocessors and Microcontrollers	4
ELE/ENE-27	Technical Communication	3
ELE-36	Advanced Microprocessors	4
ELE-38	Computer Systems Troubleshooting	4
ELE-39	PCM and Digital Transmission	3
ELE-40	Fiber Optic Basics	3
<u>Electives (Choose from list below)</u>		<u>6</u>
CIS/CSC-5	Fundamentals of Programming Logic using C++	3
CIS/CSC-17A	C++ Programming: Objects	3
CIS/CSC-17B	C++ Programming: Advanced Objects	3
ELE-22	Passive Circuit Analysis	3
ELE-24	Active Circuit Analysis	3
ELE-200	Electronics Work Experience	1-2-3-4
ENE-22	Engineering Drawing	3
ENE-31	Computer-Aided Drafting and Design	3
ENE-60	Math for Engineering Technology	3
MAN-60	Hydraulic and Pneumatic Systems	3
MAN-75A	Robotic Systems	4

Associate of Science Degree

The Associate of Science Degree in Electronics Computer Systems will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Electronics Technology (N)  
 Certificate Program

AS546/CE546

<u>Required Courses (28 units)</u>		<u>Units</u>
ELE-21	DC-AC Electronics	4
ELE-23	Electronics Devices and Circuits	4
ELE-25	Digital Techniques	4
ELE-26	Microprocessors and Microcontrollers	4
ELE/ENE-27	Technical Communication	3
<u>Electives</u>	<u>(Choose from list below)</u>	<u>9</u>
CIS/CSC-5	Fundamentals of Programming Logic using C++	3
CIS/CSC-17A	C++ Programming: Objects	3
CIS/CSC-17B	C++ Programming: Advanced Objects	3
ELE-22	Passive Circuit Analysis	3
ELE-24	Active Circuit Analysis	3
ELE-36	Advanced Microprocessors	4
ELE-38	Computer Systems Troubleshooting	4
ELE-39	PCM and Digital Transmissions	3
ELE-40	Fiber Optic Basics	3
ELE-200	Electronics Work Experience	1-4
ENE-22	Engineering Drawing	3
ENE-31	Computer-Aided Drafting and Design	3
ENE-60	Math for Engineering Technology	3
MAN-60	Hydraulic and Pneumatic Systems	3
MAN-75A	Robotic Systems	4

Associate of Science Degree

The Associate of Science Degree in Electronics Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Engineering Technology (N) AS551  
Associate of Science Degree

<u>Required Courses (32-34 units)</u>		<u>Units</u>
ENE-21	Drafting	3
ENE-22	Engineering Drawing	3
ENE/ELE-27	Technical Communication	3
ENE-30	Computer Aided Drafting (CAD)	3
ELE-21	DC-AC Electronics	4
MAT-11	College Algebra	4
MAT-36	Trigonometry	4
WEL -34	Metal Joining Processes	2
<u>Electives (Choose from list below)</u>		<u>6-8</u>
CHE-2A	Introductory Chemistry I	4
ENE- 23	Descriptive Geometry	3
MAT-5	Calculus, A Short Course	4
MAT-12	Statistics	3
PHY-2A	General Physics I	4

Associate of Science Degree

The Associate of Science Degree in Engineering Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Fire Technology (M)  
 Certificate Program

AS555/CE555

<u>Required Courses (23 units)</u>		<u>Units</u>
FIT-1	Fire Protection Organization	3
FIT-2	Fire Behavior and Combustion	3
FIT-3	Fire Protection Equipment and Systems	3
FIT-4	Building Construction for Fire Protection	3
FIT-5	Fire Prevention	3
FIT-7	Principles of Fire and Emergency Services Safety	3
		5
<u>Electives (5 units)</u>		
EMS-50 and 51	Emergency Medical Services-Basic and Clinical/Field	7
FIT-8	Strategies and Tactics	3
FIT-9	Fire Ground Hydraulics	3
FIT-14	Wildland Fire Control	3
FIT-A1A	Fire Investigation 1A	2
FIT-C1A	Command 1A, Command Prin for Com Officers	2
FIT-C1B	Command 1B, Hazardous Materials	2
FIT-C1C	Fire Com 1C, I-Zone Firefighting for Com Off	2
FIT-C30	Intermediate Incident Command System (I-300)	.5
FIT-I1A	Instructor 1A, Instructional Techniques	2
FIT-I1B	Instructor 1B, Instructional Techniques	2
FIT-M1	Fire Management 1, Management/Supervision for Company Officers	2
FIT-P1A	Prevention 1A, Fire Inspection Practices	2
FIT-P1B	Prevention 1B, Code Enforcement	2
CON-61	Materials of Construction	3
GEG/PHS-5	Weather and Climate	3
GIS-1	Introduction to Geographic Information Systems	3
MAG-44	Principles of Management	3
PHI-12	Intro to Ethics: Contemporary Moral Issues	3
PHP-35	Foundation for Fitness and Wellness	3

Students who successfully complete the certificate may also be eligible to receive additional certification through FEMA/National Fire Academy.

Associate of Science Degree

The Associate of Science Degree in Fire Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

Welding Technology (R)  
Certificate Program

AS606/CE606

<u>Required Courses (36 units)</u>		<u>Units</u>
WEL-15	Intro. to Basic Shielded Metal Arc Welding	3
WEL-16	Advanced Shielded Metal Arc Welding	3
WEL-35	Semi-Automatic Welding	3
WEL-55A	Gas Tungsten Arc Welding-Plate Material	3
WEL-55B	Gas Tungsten Arc Welding-Exotic Metals	3
WEL-60	Advanced Pipe and Plate Laboratory	2
WEL- 61	Certification for Licensing of Welding	3
ENE-21	Drafting	3
ENE-60	Math for Engineering Technology	3
ENG-50	Basic English Composition	4
<u>Electives (6 units)</u>		
ENE-51	Blueprint Reading	2
WEL-25	Introduction to Oxyacetylene Welding	3
WEL-34	Metal Joining Processes	2
WEL-200	Welding Work Experience	1-2-3-4

Associate of Science Degree

The Associate of Science Degree in Welding Technology will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-8

Date: June 15, 2010

Subject: Norco College Follow-Up Report to Accrediting Commission for Community and Junior Colleges

Background: At its meeting on January 6-8, 2010, the Accrediting Commission for Community and Junior Colleges acted to grant initial accreditation to Norco College. The Commission also acted to require that the college complete a Follow-Up Report, to be followed by a visit of Commission representatives, by October 15, 2010.

The Commission directed that the Follow-Up Report demonstrate the College's resolution of the following three recommendations:

- 1) Establish and document a policy for the regular evaluation of the College's integrated institutional planning, budgeting and decision-making processes;
- 2) Submit a Substantive Change Proposal for all programs, certificates or degrees where 50 percent or more of the requirements are delivered via distance learning; and
- 3) Validate all departmental examinations for their effectiveness in measuring student learning and to ensure that they minimize test bias.

The Norco College Strategic Planning Committee approved Policy 2010-01, Policy and Procedures for Regular Evaluation of Integrated Institutional Planning, Budgeting and Decision-making Processes in April 2010 and has begun implementing the procedures enumerated in this policy. The Substantive Change Proposal was reviewed by the Board of Trustees at its April 2010 meeting and submitted to the Accrediting Commission in May in advance of the June 5<sup>th</sup> meeting of the ACCJC Substantive Change Committee. A validation study of all departmental examinations is currently underway and will be completed immediately following the conclusion of the spring 2010 semester. All three of these documents (Policy 2010-01, the Substantive Change Proposal and the Validation Study) will be included as appendices to the Follow-Up Report, which is attached to this Board Report.

Recommended Action: It is recommended that the Board of Trustees approve the Norco College Follow-Up Report to the Accrediting Commission for Community and Junior Colleges.

Gregory W. Gray  
Chancellor

Prepared by: Brenda Davis  
President, Norco College

Sylvia Thomas  
Associate Vice Chancellor, Office of Instruction

Gaither Loewenstein  
Vice President of Educational Services, Norco College

**FOLLOW-UP REPORT**

**NORCO COLLEGE**

2001 Third Street  
Norco, California 92860

Submitted July 31, 2010  
to the  
Accrediting Commission for  
Community and Junior Colleges  
Western Association of Schools and Colleges



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**CERTIFICATION OF THE *FOLLOW-UP REPORT***  
**JULY 31, 2010**

To: Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges

From: Norco College  
2001 Third Street  
Norco, California 92860

This *Follow-up Report* is submitted per the requirements of the Accrediting Commission.

We certify that there was broad participation by the campus community, and we believe that the *Follow-up Report* accurately reflects our response to date to the recommendations of the 2009 Accreditation Visiting Team.

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Virginia Blumenthal, President  
Board of Trustees

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Gregory Gray, Chancellor  
Riverside Community College District

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Brenda Davis, President  
Norco College

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Sharon Crasnow, President  
Academic Senate

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Kristel Macias, President  
Associated Students

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Tamara Caponetto, Representative  
California School Employees Association

## STATEMENT OF FOLLOW-UP REPORT PREPARATION

This *Follow-up Report* documents the activity of Norco College to fulfill the three recommendations contained in the Accrediting Commission for Community and Junior Colleges Action Letter of January 29, 2010. Upon receipt of the Action Letter granting initial accreditation to Norco College, the college community immediately began to address the issues identified in the commission recommendations.

The College has successfully addressed all three of the commission recommendations. In addressing the recommendations the College drew upon the participation of its strategic planning subcommittees and the Norco Strategic Planning Committee, which functions as a committee of the whole, with all faculty members, staff, administrators and students invited to participate.

Norco College respectfully submits this *Follow-up Report* as a summary of the College's institutional progress in response to the recommendations of the 2009 accreditation visiting team. This report has been compiled by the college administrative leadership team in consultation with the Academic Senate and Strategic Planning Committee.

In May 2010, the final review draft of the *Follow-up Report* was sent electronically to all college faculty and staff. The report was approved by the Academic Senate on May 19, 2010 and the Norco Strategic Planning Committee approved the report on May 25, 2010. The Riverside Community College District Board of Trustees formally accepted the report at its June 15, 2010 meeting.

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Brenda Davis, President  
Norco College

### Accreditation Writing Team

Brenda Davis	President
Gaither Loewenstein	Vice President, Educational Services
Annebelle Nery	Dean of Student Success
Carol Farrar	Co-Chair, Norco Strategic Planning Committee
Sharon Crasnow	Academic Senate President

## **Response to Team Recommendations and Commission Action Letter**

### Recommendation 1:

*In order to increase institutional effectiveness, the team recommends the campus establish and document a policy for the regular evaluation of its integrated institutional planning, budgeting and decision-making processes and that the results be widely disseminated and used to improve the process. (I.B.3, 6, 7; III.B; IV.B.3.g)*

### ***Progress:***

At the time of the October 2009 accreditation visit, the College had some procedures in place for evaluating the effectiveness of its integrated planning, budgeting and decision-making processes. Existing procedures included an annual survey of the Norco Strategic Planning Committee members and an annual memorandum from the College President to the Committee membership notifying the Committee of the resource allocation decisions that had been made based on the Committee's prioritized recommendations. While acknowledging these existing efforts, the visiting team felt that the College's evaluative processes and procedures needed to be formalized.

In response to this recommendation a draft policy procedures were prepared for review by the Institutional Mission and Effectiveness Subcommittee. The Subcommittee reviewed the document, added additional evaluative mechanisms, and a timeline for the completion of annual evaluative tasks and forwarded the policy to the Strategic Planning Co-Chairs Council with a recommendation for approval. Following review and approval by the Co-Chairs Council, the Norco Strategic Planning Committee (committee of the whole) approved the Policy and Procedures on March 23, 2010.

The procedures approved by the Norco Strategic Planning Committee include six formal evaluative mechanisms:

- 1) Annual Survey of Effectiveness of Academic, Administrative and Student Services Planning Councils
- 2) Memorandum from College President to Norco Strategic Planning Committee Membership Summarizing Resource Allocation Decisions
- 3) Annual Progress Report on Educational Master Plan Goals, Objectives and "Dashboard Indicators"
- 4) Survey of Strategic Planning Committee Membership
- 5) Annual Open Dialogue Session
- 6) Annual Evaluation Report

Each of these mechanisms is discussed in greater detail in NSPC Policy 2010-01, included as Appendix 1 of this report.

At the time of the submittal of this *Follow-up Report*, Norco College was in the process of completing the full cycle of evaluation outlined above. The third annual memorandum from the

College President to the Norco Strategic Planning Committee was submitted to the committee membership in May 2010. The second annual survey of the Strategic Planning Committee membership was conducted at the May 25 committee meeting and the results of the survey were being compiled at the time of this writing and will be available for review by the visiting team during their October visit. Also at the May 25<sup>th</sup> meeting of the Strategic Planning Committee, the second annual progress report on Educational Master Plan Goals, Objectives and “Dashboard Indicators” was presented. The first annual open dialogue session was held on June 4, 2010 and a comprehensive annual report summarizing the results of the evaluation process is being readied for presentation at the initial meeting of the Norco Strategic Planning Committee in the fall 2010 semester. The annual survey of the membership of the College’s academic, administrative and student services planning councils will be conducted once these committees complete their work on resource prioritization near the end of the fall 2010 semester.

#### Recommendation 2:

*In order to comply with the ACCJC Distance Education policy, for all programs, certificates or degrees where 50 percent or more of the requirements are delivered via distance learning and may be completed at the Norco campus, the team recommends submission of a substantive change proposal. (II.A.1b, d; II.B.1, B.2a; II.C.1, 2c)*

#### ***Progress:***

For several years, students have been able to complete 50 percent or more of the requirements for a number of degrees and certificates offered by Norco College (Campus) via distance learning. This was acknowledged in the Norco Campus’ 2007 Self-study in support of initial accreditation and the report from the October 2007 accreditation visiting team did not include a recommendation that the campus submit a substantive change proposal. In any case, submittal of a substantive change proposal by the Norco Campus prior to its initial accreditation would have been inconsistent with the commission’s guidelines. Now that the College has achieved initial accreditation, submittal of a substantive change proposal, as recommended by the 2010 visiting team, is an appropriate course of action that has been taken by Norco College.

In February and March 2010, the College administrative team, with the support of the District Office of Educational Services, prepared a substantive change proposal to ACCJC which identified the degrees and certificates where 50 percent or more of the requirements are delivered via distance learning. The substantive change proposal was reviewed by the Strategic Planning Co-Chairs Council on April 6, 2010 and forwarded to the Strategic Planning Committee with a recommendation for approval. The document was approved by the Norco Strategic Planning Committee via electronic vote conducted between April 15 – 20, 2010 and by the Riverside Community College District Board of Trustees on April 20, 2010.

The Substantive Change Proposal was submitted to the ACCJC in May 2010 to comply with the deadline for consideration at the June 2010 meeting of the Commission’s Substantive Change Committee.

The Substantive Change Proposal is included as Appendix 2 to this report.

Recommendation 3:

*In order to meet the standard, the team recommends that the campus validate all departmental examinations for their effectiveness in measuring student learning and to ensure that they minimize test bias (II.A.2.g).*

***Progress:***

There are currently three disciplines that offer departmental examinations in the following courses: Reading 81, Spanish 1 and ESL 55. All three departmental examinations from each course are undergoing a three-part validation process:

I. SLO mapping (“effectiveness in measuring student learning”)

All departmental examinations have completed their SLO mapping. This means that every question on the final exam has been identified as supporting at least one SLO. Upon the completion of departmental examinations at the end of spring 2010, the data from each exam were used to generate SLO reports unique to the exam. For example, there are five SLOs that the Spanish 1 final exam supports. Therefore to measure the effectiveness of a departmental examination in measuring student learning, five SLO reports were generated with an average score measuring the degree to which the student learned within the scope of each learning outcome. The reports were forwarded to their respective departments and faculty for discussion.

II. Disproportionate Impact (“minimizing test bias”)

In order to minimize test bias on the departmental examinations, the College employed a method to monitor disproportionate impact of the departmental examinations for various demographic groups. This study linked the departmental examination scores to student age, disability, status, ethnicity, gender, and special populations recognized in the Norco College Student Equity Plan. The study was completed following the completion of spring 2010 final exams. The reports were forwarded to their respective departments and faculty for discussion.

III. Cultural Impact (“minimizing test bias”)

To ensure that a comprehensive validation process for minimizing test bias is attained, cultural impact assessment has been employed as a qualitative method. In the Cultural Impact Model, panel representatives of special populations and the college community participate in a focus group. With a facilitator, the focus groups read through the departmental examinations and discuss the potential cultural impacts of the questions in the examinations. The role of the facilitator is not only to facilitate the discussion but to take notes for future content analysis of

the discussion. Three committees of Norco College, Associated Students of Norco College Senate, Student Success Committee, and Norco Legacy Diversity Committee, have been identified as panels for the cultural impact model. The resulting data were analyzed and upon completion the reports were forwarded to their respective departments and faculty for discussion.

With the completion of the above referenced validation studies based upon spring 2010 data, the College now has baseline data for comparison purposes in subsequent semesters. While no definitive conclusions may be drawn on the basis of these data, the validation studies will be repeated in fall 2010 and spring 2011, resulting in longitudinal results upon which conclusions may be drawn regarding the extent to which the College's departmental exams are effective in measuring student learning and minimizing test bias.

### Summary and Conclusion

This Follow-up report serves as evidence of Norco College's commitment to effectively address the three recommendations of the Accrediting Commission contained in its January 29, 2010 Action Letter. The College now has a formal policy and processes in place for evaluating its integrated institutional planning, budgeting and decision-making apparatus that is accompanied by various mechanisms for disseminating the results and using them to improve the process. The College has submitted a Substantive Change Proposal in compliance with the ACCJC Distance Education Policy and has completed the first stage of an ongoing research project designed to validate all departmental examinations for their effectiveness in measuring student learning and ensuring that they minimize test bias.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-1

Date: June 15, 2010

Subject: Tentative Budget for 2010-2011 and Notice of Public Hearing on the 2010-2011 Budget

Background: On or before the first day of July, the District is required to develop a Tentative Budget for the ensuing fiscal year and to forward a copy to the Riverside County Superintendent of Schools. The Tentative Budget for FY 2010-2011 is attached for the Board's review and consideration. Changes to this budget will be reflected in the Final Budget which will be submitted in September for Board approval.

The essential purpose of the Tentative Budget is to establish spending authority for the District from July 1<sup>st</sup> until such time as the Final Budget is adopted by the Board of Trustees in September. This two-part budget process is necessary due to uncertainties associated with both the State budget for the coming fiscal year and the State's "Second Principal Apportionment (P2)" report for the then current fiscal year.

It should be observed that the Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2011 reflects a continuation of the adopted FY 2009-2010 Budget, albeit with certain modifications as described in the attachment.

Additionally, in accordance with Title 5, Section 58300, the Tentative Budget must indicate the date, time and location at which the Board will hold a public hearing concerning the Final Budget proposal. The staff recommends that the Board set September 14, 2010 as the date for the public hearing. Also, and pursuant to Title 5, Section 58301, the Final Budget proposal must be made available for inspection three (3) days prior to the public hearing. We plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, we will publish this information in The Press Enterprise. Please note that the date(s) above and in the recommended action below were revised at the June 1<sup>st</sup> meeting of the Resources Committee.

Recommended Action: It is recommended that the Board of Trustees approve the 2010-2011 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools.

It is also recommended that the Board of Trustees announce that: 1) the proposed 2010-2011 Budget will be available for public inspection beginning September 7, 2010, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 14, 2010, to be followed by the adoption of the 2010-2011 Final Budget. It is further recommended that the Board authorize the Chancellor to sign a notice relative to these dates.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: III-C-1

Date: June 15, 2010

Subject: Tentative Budget for 2010-2011 and Notice of Public Hearing on the  
2010-2011 Budget (continued)

Gregory W. Gray  
Chancellor

Prepared by: James L. Buysse  
Vice Chancellor, Administration and Finance

Aaron S. Brown  
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSUMPTIONS FOR FY 2010-2011 BASE BUDGET  
RESOURCE 1000

1. FY 2009-2010 Ending Balance Projection
  - a. FY 2008-2009 Adjustments Include:
    - i. Audit Adjustment - (\$.08 million)
    - ii. P1 Apportionment Recalculation - \$.23 million
  - b. FY 2009-2010 Adjustments Include:
    - i. Lottery Revenue - \$.43 million
    - ii. Non-Resident Tuition - \$.24 million
    - iii. Projected Salary, Benefit and Operating Savings (positive budget variance) - \$1.9 million
    - iv. Assumed Receipt of New Campus-to-College Apportionment - \$2.76 million
2. FY 2010-2011 Base Revenue Budget Adjustments Include:
  - a. Negative COLA at (.39%) - (\$.51 million)
  - b. Funded Growth at 2.2% - \$2.62 million
  - c. Discontinued ARRA Federal Stimulus Funding - (\$.53 million)
  - d. Reduced Part-Time Faculty Compensation Funding - (\$.23 million)
  - e. Increased Lottery Revenue - \$.27 million
  - f. Decreased Interest Income - (\$.15 million)
3. FY 2010-2011 Ending Balance Target Include:
  - a. Resource 1000 5% contingency equals \$8.3 million; however only \$3.7 million is available. An additional \$4.6 million is needed to provide the full ending balance target. This difference is related to the way in which the Tentative Budget is constructed.
4. FY 2010-2011 Base Expenditure Budget Adjustments Include:
  - a. Full-Time Step and Column \$ .75 million
  - b. Health and Welfare Benefits (estimated 6% increase) \$ .70 million
  - c. PERS Increase (from 9.7% to 10.7%) \$ .41 million
  - d. Unemployment and Workers' Compensation Insurance \$ .84 million
  - e. Positions - New/Frozen/Unfrozen/Converted/Reorganized (\$1.49) million
  - f. Liability Insurance \$ .24 million
  - g. Contracts/Agreement - Campus-to-College \$ .08 million
  - h. Elimination of Child Care and Performance Riverside Subsidy \$ .57 million
  - i. Additional Public Safety, Education and Training Academy \$ .20 million
  - j. Tentative New Facility Operating Costs \$ .56 million
  - k. Board of Trustees Election Cost \$ .66 million

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSUMPTIONS FOR FY 2010-2011 BASE BUDGET  
RESOURCE 1000 (continued)

5. New Facility Operating Costs

a. Norco Student Success Center

Custodian	\$ 59,004
Maintenance Helper	64,557
Custodial Supplies	10,000
Utilities	<u>36,439</u>
Total Norco Student Success Center	<u>\$ 170,000</u>

b. Riverside Aquatics Complex

Swimming Pool Caretaker	\$ 59,767
Custodian	28,105
Custodial Supplies	1,400
Maintenance Supplies	3,000
Water Treatment Supplies	87,108
Utilities	<u>104,620</u>
Total Riverside Aquatics Complex	<u>\$ 284,000</u>

c. Moreno Valley Network Operations Center

General Estimate - Holding	<u>\$ 110,000</u>
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**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**TENTATIVE BUDGET**

**FISCAL YEAR 2010-2011**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET FUND/ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2010-2011

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2009-2010</u>	<u>Tentative Budget 2010-2011</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General Operating	\$ 152,472,105	\$ 151,257,073
1080	Community Education	690,160	690,213
1090	Performance Riverside	139,505	146,802
1110	Bookstore (Contract-Operated)	1,014,299	863,109
1170	Customized Solutions	<u>349,604</u>	<u>187,444</u>
	Total Unrestricted General Funds	<u>154,665,673</u>	<u>153,144,641</u>
<u>Restricted - Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,270,010	2,698,637
1070	Student Health	3,210,302	4,081,363
1180	Redevelopment Pass-Through	9,592,337	11,011,623
1190	Grants and Categorical Programs	<u>30,068,089</u>	<u>25,559,195</u>
	Total Restricted General Funds	<u>45,140,738</u>	<u>43,350,818</u>
	Total General Funds	<u>199,806,411</u>	<u>196,495,459</u>
<u>Special Revenue - Funds 32 &amp; 33</u>			
<u>Resource</u>			
3200	Food Services	2,202,592	2,291,227
3300	Child Care	<u>1,838,689</u>	<u>1,420,935</u>
	Total Special Revenue Funds	<u>4,041,281</u>	<u>3,712,162</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET FUND/ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2010-2011

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2009-2010</u>	<u>Tentative Budget 2010-2011</u>
<u>Capital Projects - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	57,612,066	45,540,878
4120	Non-State Funded Capital Outlay Projects	1,116,233	1,662,625
4130	La Sierra Capital	12,448,980	12,366,741
4160	General Obligation Bond Funded Capital Outlay	<u>74,638,188</u>	<u>50,501,637</u>
	Total Capital Projects Funds	<u>145,815,467</u>	<u>110,071,881</u>
<u>Internal Service - Fund 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	7,572,965	6,542,130
6110	Workers Compensation Self Insurance	<u>3,069,055</u>	<u>2,839,012</u>
	Total Internal Service Funds	<u>10,642,020</u>	<u>9,381,142</u>
	Total District Funds	<u>\$ 360,305,179</u>	<u>\$ 319,660,644</u>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 19,163,715	\$ 36,208,303
	State of California Student Grants	<u>1,800,000</u>	<u>2,000,000</u>
	Total Student Financial Aid Accounts	<u>20,963,715</u>	<u>38,208,303</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,546,624</u>	<u>1,701,070</u>
	Total Expendable Trust and Agency	<u>\$ 22,510,339</u>	<u>\$ 39,909,373</u>
	Grand Total	<u>\$ 382,815,518</u>	<u>\$ 359,570,017</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - INCOME

TENTATIVE OPERATING BUDGET  
2010-2011

Estimated Beginning Balance, July 1		\$ 11,294,560
Federal Income		
Student Financial Aid Adm. Fees	\$ 138,142	
Veterans Report Fee	<u>5,700</u>	
Total Federal Income		143,842
State General Apportionment		
General Apportionment	96,826,029	
Enrollment Fee Waiver Administration	108,000	
Homeowner's Prop Tax Exemption	<u>450,000</u>	
Total State General Apportionment		97,384,029
Other State Income		
Lottery	3,135,000	
Part-Time Faculty Compensation	<u>398,890</u>	
Total Other State Income		3,533,890
Local Income		
Property Taxes	26,100,000	
Food Sales / Commissions	107,000	
Interest	250,000	
Enrollment Fees	8,700,000	
Nonresident Student Fees	1,945,000	
Transcript / Late Application Fees	100,000	
Other Student Fees	100,000	
Cosmetology / Dental Hygiene / Other Sales	90,000	
Leases and Rental Income	127,000	
Donations	67,800	
Miscellaneous Local Income	<u>450,000</u>	
Total Local Income		38,036,800
Other/Incoming Transfers		
Sales - Obsolete Equipment	4,000	
Indirect Costs Recovery	<u>859,952</u>	
Total Other/Incoming Transfers		<u>863,952</u>
Total Income		\$ 139,962,513
Total Available Funds		\$ <u>151,257,073</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - EXPENDITURES

TENTATIVE OPERATING BUDGET  
 2010-2011

Object Code

1100	Regular Full-Time Teaching	\$ 27,732,254	
1200	Regular Full-Time Non-Teaching	12,584,340	
1300	Part-Time Hourly Teaching and Overload	23,344,209	
1400	Part-Time Hourly Non-Teaching	1,599,769	
	Total Academic Salaries		\$ 65,260,572
2100	Regular Full-Time and Part-Time Classified	28,820,496	
2200	Regular Full-Time Instructional aides	2,468,005	
2300	Student Help Non-Instructional and Classified Overtime	721,096	
2400	Student Help Instructional Aides	<u>199,904</u>	
	Total Classified Salaries		32,209,501
3000	Employee Benefits		28,605,734
4000	Books and Supplies		2,467,475
5000	Services and Operating Expenditures		15,466,668
6000	Capital Outlay		819,086
7300	Interfund Transfers		
	To Resource 6100	<u>250,000</u>	
	Total Interfund Transfers		250,000
8999	Intrafund Transfers		
	Bookstore (Resource 1110)	(318,173)	
	College Work Study (Resource 1190)	192,570	
	DSP&S (Resource 1190)	665,157	
	General Fund Backfill (Resource 1190)	<u>1,949,650</u>	
	Total Intrafund Transfers		<u>2,489,204</u>
	Total Resource 1000 Expenditures Excluding Contingency		\$ 147,568,240
7900	Unrestricted Reserve	-	
	Reserve for Economic Uncertainty	-	
	General Reserve	<u>-</u>	
	* Total Contingency / Reserves		<u>3,688,833</u>
	Total Resource 1000 Expenditures Including Contingency / Reserves		<u>\$ 151,257,073</u>
	Resource Deficit	\$	<u>-</u>

\* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1170) and factoring in the deficit for Resources 1080 and 1090. The calculated 5% Contingency for Fund 11 is \$8,341,415



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1050 - PARKING

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	503,037
Local Income			
Interest	\$	4,600	
Rents and Leases		2,000	
Parking Permits/Fines		<u>2,189,000</u>	
Total Local Income			<u>2,195,600</u>
Total Available Funds (TAF)		\$	<u><u>2,698,637</u></u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	1,248,681
3000	Employee Benefits		403,630
4000	Book and Supplies		65,500
5000	Services and Operating Expenditures		380,495
6000	Capital Outlay		<u>68,804</u>
	Total Expenditures		2,167,110
7900	* Contingency/Reserve		<u>531,527</u>
	Total Resource 1050 Expenditures Including Contingency/Reserves	\$	<u><u>2,698,637</u></u>

\* 5% Contingency reserve calculated from TAF equals \$134,932

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1070 - STUDENT HEALTH

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 2,199,581
Local Income		
Health Fees	\$ 1,736,581	
Interest	35,849	
Other	<u>109,352</u>	
Total Local Income		<u>1,881,782</u>
Total Available Funds (TAF)		<u>\$ 4,081,363</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 271,392
2000	Classified Salaries	606,630
3000	Employee Benefits	217,083
4000	Book and Supplies	112,336
5000	Services and Operating Expenditures	292,660
6000	Capital Outlay	<u>85,978</u>
	Total Expenditures	1,586,079
7900	* Contingency/Reserves	<u>2,495,284</u>
	Total Resource 1070 Expenditures Including Contingency/Reserves	<u>\$ 4,081,363</u>

\* 5% Contingency reserve calculated from TAF equals \$204,068

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1080 - COMMUNITY EDUCATION

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	(61,287)
Local Income			
Community Activities Program Fees	\$	750,000	
Interest		<u>1,500</u>	
Total Local Income			<u>751,500</u>
Total Available Funds (TAF)		\$	<u>690,213</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	4,272
2000	Classified Salaries		271,186
3000	Employee Benefits		77,717
4000	Book and Supplies		3,200
5000	Services and Operating Expenditures		<u>350,040</u>
	Total Expenditures		706,415
7900	* Contingency/Reserves		<u>-</u>
	Total Resource 1080 Expenditures Including Contingency/Reserves	\$	<u>706,415</u>
	Resource Deficit	\$	(16,202)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1090 - PERFORMANCE RIVERSIDE

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ (768,288)
Local Income		
Contributions and Gifts	\$ 134,200	
Box Office Receipts	730,800	
Interest Income	90	
Other Local Income	<u>50,000</u>	
Total Income		<u>915,090</u>
Total Available Funds (TAF)		<u>\$ 146,802</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 326,529
3000	Employee Benefits	121,417
4000	Book and Supplies	29,200
5000	Services and Operating Expenditures	437,944
6000	Capital Outlay	<u>-</u>
	Total Expenditures	915,090
7900	Contingency/Reserves	<u>-</u>
Total Resource 1090 Expenditures Including Contingency/Reserves		<u>\$ 915,090</u>
	Resource Deficit	\$ (768,288)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1110 - BOOKSTORE (CONTRACTOR-OPERATED)

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	50,715
Local Income			
Commissions	\$	795,944	
Interest		1,450	
Reimbursement		<u>15,000</u>	
Total Local Income			<u>812,394</u>
Total Available Funds (TAF)		\$	<u>863,109</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$	43,775
7390	Interfund Transfer to Resource 3200		425,753
8999	Intrafund Transfer to Resource 1000		<u>350,426</u>
	Total Expenditures		819,954
7900	* Contingency/Reserves		<u>43,155</u>
	Total Resource 1110 Expenditures Including Contingency/Reserves	\$	<u>863,109</u>

\* 5% Contingency reserve calculated from TAF equals \$43,155

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1170 - CUSTOMIZED SOLUTIONS

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	52,703
Local Income			
Interest	\$	1,254	
Contract Revenue		<u>133,487</u>	
Total Local Income			<u>134,741</u>
Total Available Funds (TAF)		\$	<u>187,444</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	41,521
3000	Employee Benefits		17,580
4000	Book and Supplies		2,611
5000	Services and Operating Expenditures		<u>68,646</u>
	Total Expenditures		130,358
7910	* Contingency/Reserves		<u>57,086</u>
	Total Resource 1170 Expenditures Including Contingency/Reserves	\$	<u><u>187,444</u></u>

\* 5% Contingency reserve calculated from TAF equals \$28,672

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS-THROUGH

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 8,983,398
Local Income		
Interest	\$ 135,100	
Redevelopment Agency Agreements	<u>1,893,125</u>	
Total Local Income		<u>2,028,225</u>
Total Available Funds (TAF)		<u>\$ 11,011,623</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 125,700
6000	Capital Outlay	<u>3,836,250</u>
	Total Expenditures	3,961,950
7900	* Contingency/Reserves	<u>7,049,673</u>
	Total Resource 1180 Expenditures Including Contingency/Reserves	<u>\$ 11,011,623</u>

\* 5% Contingency reserve calculated from TAF equals \$550,581

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME

TENTATIVE OPERATING BUDGET  
 2010-2011

Estimated Beginning Balance, July 1		\$	-
Federal Income			
Allied Health - Health Care and Other Facilities	121,142		
ARRA Allied Health Programs	207,441		
ARRA Comm Action - Culinary Program	94,337		
ARRA Department of Rehabilitation Workability	68,619		
ARRA Subsidized Time -Limited Employment	540,000		
ARRA Summer Work Experience Program	400,000		
ARRA Southern California Logistics	237,683		
CalWorks Child Development Program	71,023		
CCRAA Access to Success	851,986		
CCRAA Project Success	605,671		
CCRAA Step Up to Success	961,821		
Community College Initiative for Egypt	58,081		
CTE - VTEA 1B- Regional Consortia Desert	158,000		
ECS Consortium Grant	17,500		
Fast Track to the AND Program	228,260		
Foster & Kinship Care	67,916		
Foster & Kinship Provider Training	67,772		
Gateway to College	198,679		
NSF Logistics Technicians	465,922		
Nursing Education Pract & Retention	61,298		
Perkins Title II Tech Prep	348,540		
Perkins Title I-C	1,014,785		
Post-Emancipation Services	80,800		
Pre-Emancipation Services	121,200		
Procurement Assistance	113,114		
RCOE Foster Youth Independent Living Program	83,352		
Riverside County Emancipation Services	898,000		
Riverside County Homeland Security Grant	54,000		
Student Support Services TRIO Norco	55,513		
TANF 50%	100,423		
Title V Answering the Call	686,351		
Title V HSI Coop MV/Norco	306,170		
Title V HSI Cop MV/UCR	597,885		
Title V Norco	892,236		
Tri-Tech Small Business Development -131	194,826		
Upward Bound TRIO Norco CNUUSD2	384,263		
Upward Bound TRIO Norco Norte Vista	392,210		
Upward Bound TRIO Riverside	392,307		
USDA Soil Science	139,103		
WIA Allied Health Prog. Expansion	343,703		
WIA ARRA Community College Class Size Trng.	1,905,474		
Workability Grant	<u>290,600</u>		
Total Federal Income		\$	14,878,006



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET  
 2010-2011

State Income

Basic Skills ESL - 2008/2009	160,192
Basic Skills ESL - 2009/2010	351,835
BOG Financial Aid Administration	249,330
CalWorks	317,583
CalWorks Community College Set-Aside Program	150,000
CITD Leadership Grant	172,500
CTE Community Collaborative Project - Suppl -08/09	32,628
CTE Community Collaborative Project - Suppl -09/10	11,254
CTE Community Collaborative Project - 08/09	150,620
CTE Community Collaborative Project - 09/10	309,958
CTE Enrollment Growth & Retention AND-RN	69,500
CTE Enrollment Growth & Retention AND-RN -09/10	510,573
CTE Workforce Innovation Partnership	150,000
DSP&S Allocation	1,120,143
EOPS - CARE	81,710
EOPS Allocation	483,527
Faculty and Staff Diversity (including carryover)	48,030
Foster & Kinship Care Education	69,622
Lottery	239,818
Matriculation	867,196
Middle College	84,604
Nursing Faculty Recruitment & Retention	155,473
Physician Assistant Base Program Program	100,000
SFAA - Augmentation	769,717
Song Brown PA Mental Health	99,808
Song Brown Registered Nursing 07/09	124,358
Song Brown Registered Nursing 09/11	101,837
Song Brown Registered Nursing - 10/12	200,000
Staff Development	10,449
TTIP - Library	<u>7</u>

Total State Income 7,192,272

Local Income

Bank of America	10,000
CACT Seminars	37,815
Community Learning in Partnership	56,553
4Faculty Web Services	11,000
Foundation for CA Comm Colleges Career Ladders	48,500
Gateway to College Dropout Recovery	7,633
Gateway to College	346,000
PAC Income - even years	9,487
Riverside County Board of Supervisors	25,507
Step into College	69,133

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET  
2010-2011

Tri-Tech SBCD Cash Match	53,399	
Tri-Tech SBCD Seminars	6,326	
West Ed Paraprofessional	<u>187</u>	
Total Local Income		681,540
Interfund and Intrafund Transfers		
DSP&S Match/Over (from Resource 1000)	1,216,322	
EOPS	187,316	
EOPS Care	32,230	
Federal Work Study (from Resource 1000)	192,570	
Matriculation	637,884	
Riverside County Emancipation Services	57,657	
General Fund Backfill	<u>483,398</u>	
Total Interfund and Intrafund Transfers		<u>2,807,377</u>
Total Income		<u>25,559,195</u>
Total Available Funds		<u>\$ 25,559,195</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - EXPENDITURES

TENTATIVE OPERATING BUDGET  
2010-2011

<u>Object Code</u>	<u>Expenditures</u>	
1000	Academic Salaries	\$ 4,398,280
2000	Classified Salaries	8,766,826
3000	Employee Benefits	3,681,462
4000	Book and Supplies	1,876,328
5000	Services and Operating Expenditures	4,905,953
6000	Capital Outlay	1,608,725
7600	Book Grants / Bus Passes	<u>321,621</u>
	Total Expenditures	25,559,195
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1190 Expenditures Including Contingency / Reserves	<u>\$ 25,559,195</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 32, RESOURCE 3200 - FOOD SERVICES

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 127,087
Local Income		
Food Sales/Commissions	\$ 1,647,611	
Video/Vending/Pepsi Support	89,500	
Interest	<u>1,276</u>	
Total Local Income		1,738,387
Interfund Transfer From Resource 1110 - Bookstore Fund		<u>425,753</u>
Total Income		<u>2,164,140</u>
Total Available Funds (TAF)		<u>\$ 2,291,227</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 778,769
3000	Employee Benefits	348,131
4000	Books and Supplies	854,826
5000	Services and Operating Expenditures	<u>181,741</u>
	Total Expenditures	2,163,467
7900	* Contingency/Reserves	<u>127,760</u>
	Total Resource 3200 Expenditures Including Contingency/Reserves	<u>\$ 2,291,227</u>

\* 5% Contingency reserve calculated from TAF equals \$114,561

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 33, RESOURCE 3300 - CHILD CARE

TENTATIVE OPERATING BUDGET  
 2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	69,779
Federal Income			
Lunch Program	\$	71,982	
State Income			
Tax Bailout Funds		70,348	
Local Income			
Parent Fees	\$	1,178,514	
Rental Income		27,312	
Interest Income		<u>3,000</u>	
Total Local Income		<u>1,208,826</u>	
Total Income			<u>1,351,156</u>
Total Available Funds (TAF)			<u>\$ 1,420,935</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	867,823
2000	Classified Salaries		186,721
3000	Employee Benefits		174,838
4000	Books and Supplies		46,514
5000	Services and Operating Expenditures		72,492
6000	Capital Outlay		<u>1,500</u>
	Total Expenditures		1,349,888
7900	* Contingency/Reserves		<u>71,047</u>
	Total Resource 3300 Expenditures Including Contingency/Reserves	\$	<u>1,420,935</u>

\* 5% Contingency reserve calculated from TAF equals \$71,047

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4100 - STATE CONSTRUCTION/SCHEDULED MAINTENANCE

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	-
State Income			
Riverside Wheelock Gym Seismic Retrofit	\$	353,765	
Moreno Valley Student/Academic Services Facility		39,150	
Riverside Nursing/Sciences Building		<u>45,147,963</u>	
Total State Income			<u>45,540,878</u>
Total Available Funds (TAF)		\$	<u>45,540,878</u>

EXPENDITURES

Object Code

6000	Capital Outlay		\$ <u>45,540,878</u>
	Total Expenditures		45,540,878
7900	Contingency/Reserves		<u>-</u>
	Total Resource 4100 Expenditures Including Contingency/Reserves		\$ <u>45,540,878</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4120 - NON-STATE FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$	<u>549</u>
Federal Income			545,400
Local Income			
Interest Income	\$	1,000	
Other Local Income		<u>1,115,676</u>	
Total Local Income			<u>1,116,676</u>
Total Available Funds		\$	<u><u>1,662,625</u></u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	<u>1,661,076</u>
	Total Expenditures		1,661,076
7900	Contingency/Reserves		<u>1,549</u>
Total Resource 4120 Expenditures Including Contingency/Reserves		\$	<u><u>1,662,625</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1	\$ 12,266,741
Local Income	<u>100,000</u>
Total Available Funds (TAF)	<u>\$ 12,366,741</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 10,000
6000	Capital Outlay	<u>1,544,578</u>
	Total Expenditures	1,554,578
7920	Contingency/Reserves	<u>10,812,163</u>
	Total Resource 4130 Expenditures Including Contingency/Reserves	<u>\$ 12,366,741</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4160 - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1	\$ 50,001,637
Local Income	<u>500,000</u>
Total Available Funds (TAF)	<u>\$ 50,501,637</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 220,998
3000	Employee Benefits	97,270
5000	Services and Operating Expenses	628,418
6000	Capital Outlay	<u>47,029,869</u>
	Total Expenditures	47,976,555
7910	Contingency	<u>2,525,082</u>
	Total Resource 4160 Expenditures Including Contingency/Reserves	<u>\$ 50,501,637</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6100 - HEALTH & LIABILITY SELF-INSURANCE

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 1,405,530
Local Income		
Interest	\$ 86,600	
Self-Insurance Health Plan	<u>4,800,000</u>	
Total Local Income		4,886,600
Interfund Transfer from Resource 1000 - General Fund		<u>250,000</u>
Total Income		<u>5,136,600</u>
Total Available Funds (TAF)		<u>\$ 6,542,130</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 170,605
3000	Employee Benefits	62,808
4000	Book and Supplies	3,200
5000	Services and Operating Expenditures	5,408,918
6000	Capital Outlay	<u>40,000</u>
	Total Expenditures	5,685,531
7900	Contingency/Reserves	<u>856,599</u>
	Total Resource 6100 Expenditures Including Contingency/Reserves	<u>\$ 6,542,130</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Estimated Beginning Balance, July 1		\$ 1,065,045
Local Income		
Interest	\$ 30,000	
Workers Compensation Premiums	<u>1,743,967</u>	
Total Local Income		<u>1,773,967</u>
Total Available Funds (TAF)		<u>\$ 2,839,012</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 80,806
3000	Employee Benefits	31,972
4000	Books and Supplies	620
5000	Services and Operating Expenditures	<u>1,351,500</u>
	Total Expenditures	1,464,898
7900	Contingency/Reserves	<u>1,374,114</u>
	Total Resource 6110 Expenditures Including Contingency/Reserves	<u>\$ 2,839,012</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT FEDERAL GRANTS

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Unaudited Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$ 35,000,000		
FSEOG Student Grants and Book Waivers	591,561		
ACG Academic Competitiveness Grant	25,000		
Federal Work Study	<u>591,742</u>		
Total Federal Income			<u>36,208,303</u>
Total Available Funds (TAF)		\$	<u>36,208,303</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>36,208,303</u>
	Total Student Federal Grants	\$	<u>36,208,303</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA STUDENT GRANTS

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Unaudited Beginning Balance, July 1	\$ -
State Income - Cal Grant B and C	<u>2,000,000</u>
Total Available Funds (TAF)	<u>\$ 2,000,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$ <u>2,000,000</u>
	Total State of California Student Grants	<u>\$ 2,000,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSOCIATED STUDENTS OF RCCD

TENTATIVE OPERATING BUDGET  
2010-2011

INCOME

Unaudited Beginning Balance, July 1		\$ 1,001,070
Local Income		
Student Fees	\$ 669,000	
Interest	20,000	
Athletic Events	<u>11,000</u>	
Total Local Income		<u>700,000</u>
Total Available Funds (TAF)		<u>\$ 1,701,070</u>

EXPENDITURES

Account Code

900	ASRCC Operations/Special Events	\$ 12,263	
905	Organizations Funding	133,237	
906	Athletics	225,500	
910	Riverside Associated Students	168,000	
920	Norco Associated Students	84,000	
930	Moreno Valley Associated Students	<u>77,000</u>	
	Total Expenditures		\$ 700,000
	Contingency		<u>1,001,070</u>
	Total ASRCC Accounts		<u>\$ 1,701,070</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-2

Date: June 15, 2010

Subject: Riverside Nursing/Science Building

Background: On June 17, 2008, the Board of Trustees approved the final design and project budget for the Nursing/Science Building located at the Riverside City College. The Nursing/Science Building will provide significantly improved space, and will meet the demands of our community by educating highly-trained technicians and professionals in the courses of Nursing, Life/Physical Sciences and Mathematics.

On November 3, 2009, the office of Facilities Planning, Design and Construction (FPDC) advertised a Request for Proposals (RFP) for a consultant to provide programming and bid preparation services for the Furniture, Fixtures and Equipment (FF&E) for the Nursing/Science Building project at the Riverside City College. The consultant would assist the District in reviewing and confirming the previous budgetary furniture program, revise and update where required; and interview, program and establish budgets in conjunction with the RCC Nursing/Science/Mathematics departments for the required equipment needs. After both furniture and equipment needs are established, budgeted and approved, the consultant will prepare the supporting FF&E bid documents for the District to order and install FF&E for the new Nursing/Science Building which consists of approximately 125,000 gross square feet of laboratory, classrooms, lecture and faculty office space.

On November 25, 2009, the District received four (4) proposals for the Riverside Nursing/Science Building Project, FF&E Consulting RFP. Based on fee and level of service offered, the College and District staff chose Tamra Kay Interior Design Consulting as the consultant for the Nursing/Science Building project at Riverside City College.

Staff now requests approval of an agreement with Tamra Kay Interior Design Consulting for FF&E, programming and bid preparation services for the Nursing/Science Building project. The agreement is attached for the Board's review and consideration. The agreement with Tamra Kay Interior Design Consulting for the Nursing/Science Building project at the Riverside City College is not to exceed \$94,900.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-2

Date: June 15, 2010

Subject: Riverside Nursing/Science Building (continued)

To be funded by the Board approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve an agreement with Tamra Kay Interior Design Consulting for Furniture, Fixtures and Equipment, programming and bid preparation services for the Nursing/Science Building project located at the Riverside City College in an amount not to exceed \$94,900; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris  
Acting President  
Riverside City College

Norm Godin  
Vice President, Business Services  
Riverside City College

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

Michael J. Stephens  
Capital Program Administrator  
Facilities Planning, Design and Construction



AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
TAMRA KAY INTERIOR DESIGN CONSULTING

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of June, 2010, by and between TAMRA KAY INTERIOR DESIGN CONSULTING hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at the Riverside Community College District's, Riverside City College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 16, 2010, to the estimated completion date of February 29, 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 Consultant.
5. Payment in consideration of this agreement shall not exceed \$94,900 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

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

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

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

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

Tamra Kay Interior Design Consulting

Riverside Community College District

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Tamra Kay, CID  
President  
5212 Chablis Circle  
Irvine, CA 92604

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Nursing/Science Building Project  
Riverside City College

### I. SCOPE OF WORK:

Review and confirm the previous budgetary furniture program, revise and update where required, then interview, program and establish budgets in conjunction with RCC Nursing/Science departments for the required equipment needs. After both furniture and equipments needs are established, budgeted and approved, Tamra Kay Interior Design Consulting (TKIDC) will prepare the supporting Furniture, Fixtures and Equipment (FF&E) bid documents for the District to order and install FF&E for the new Nursing/Science Building.

### II. FURNITURE PACKAGE DEVELOPMENT:

#### A. CONFIRMATION OF PRELIMINARY PROGRAMMING PHASE:

1. TKIDC to review prior Group II furniture list and its budgetary values, provide new product updates and meet with necessary departments to confirm that the requirements have remained the same.
2. TKIDC to review completed floor plans for any updated requirements and provide final furniture floor plans. The furniture floor plans will be used as the basis for quantities and locations of furniture for bidding and for the background for the equipment programming review.
3. TKIDC to meet with the District's Information Technology personnel to establish minimum computer and printer requirements as they relate to the furniture and equipment. This includes cable management, distribution through furnishings and capacity requirements.
4. Complete a final furniture summary program.

#### B. FURNITURE BID PREPARATION:

1. Based on the completed confirmation of the furniture program, TKIDC to prepare a generic specification for each of the furniture items to be bid. This will require current product comparison and meetings with the RCC Nursing/Science departments to develop minimum requirements in products, quality, warranties, dealer services, scope, deliverables and discount structure for the new Nursing/Science Building.
2. TKIDC to work with District to develop list of bid invitees based on current ability to meet minimum requirements.
3. TKIDC to write the bid and distribute to the District's Purchasing office.
4. TKIDC to review received bids and complete vendor comparison sheet for compliance to all requirements.
5. TKIDC to meet with RCC staff to pick final finishes, fabrics and colors from the bid awarded vendor. (Generic specifications call for a variety or range of finishes, fabrics and colors to be available as part of the bid and final selections are made with selected vendor.) Coordinate with building specified finishes

such as carpet, paint and millwork. (Note: TKIDC to use architect's finish color board for color coordination.)

6. Review and coordinate bid outcome with the District's Purchasing office.

### III. EQUIPMENT PROGRAM DEVELOPMENT:

1. TKIDC to review the FPP FF&E wish list from the RCC Nursing/Science departments to develop a new list of items needed for the new Nursing/Science Building.
2. TKIDC to review with District management and then review with Nursing/Science departments to validate and develop a final equipment list from user selections for the new Nursing/Science Building. This would include review of those items that are deemed reusable.
3. TKIDC to obtain inventory of equipment to be re-used in the new building from the Nursing/Science departments.
4. TKIDC to re-confirm all equipment locations on the floor plans. Revise floor plans if required.
5. In conjunction with the Nursing/Science departments, establish the preliminary equipment budget.
6. Complete a final equipment summary report.

### IV. EQUIPMENT BID PREPARATION:

1. Based on approval of the equipment program, TKIDC to prepare the equipment bid including specifications for equipment, scope, deliverables, discount structure and other related issues to assure minimum bids meet the new Nursing/Science building requirements.
2. TKIDC to work with District staff to determine qualified equipment bidder list. Also review with District's Purchasing office those vendors which have standing contracts to omit from bid process.
3. TKIDC to work with District to develop list of bid invitees based on current ability to meet minimum requirements.
4. TKIDC to write the bid and distribute to District's Purchasing office.
5. TKIDC to review received bids and complete vendor comparison sheet for compliance to all requirements.
6. Review bid outcome with District's Purchasing office.

### V. COMPENSATION:

Compensation for Basic Services shall be a fixed fee of Eighty Nine Thousand Nine Hundred Dollars (\$89,900.00), plus reimbursable expenses of Five Thousand Dollars (\$5,000).

Furniture Programming & Bid Package:	\$ 43,000.00
Equipment Programming & Bid Package:	\$ 46,900.00
Reimbursable Expenses	\$5,000.00
<b>TOTAL FEE</b>	<b>\$ 94,900.00</b>

PRELIMINARY SCHEDULE:

The schedule below includes meetings with the individual departments and the District’s project team reviews, along with specific task durations. TKIDC’s estimated total duration is 7 months to complete the (SOW) for both the furniture and equipment. Although the Programming & Bid Preparation should be completed early in the process for budget purposes, the actual bid, award and coordination with Purchasing should be continued approximately 12 to 15 months before completion of the building.

Furniture Package Development:

Confirmation of Preliminary Program Phase: (5) Meetings	Duration 3 weeks
Generic Specifications & Product Verification: (3) Meetings	Duration 4 weeks
Bid Preparation: (4) Meetings	Duration 3 weeks
Bid Review: (3) Meetings	Duration 2 week
Coordination w/Purchasing: (2) Meetings	Duration 1 week
<hr/>	
17 Meetings TOTAL:	Duration 13 Weeks

Equipment Package Development:

Review existing wish list & revise: (2) Meetings	Duration 2 weeks
Program Development with staff & departments: (12) Meetings	Duration 4 weeks
Inventory of re-use & floor plans:	Duration 2 weeks
Preliminary Budgets: (3) Meetings	Duration 3 weeks
Bid Preparation: (4) Meetings	Duration 3 weeks
Bid Review: (3) Meetings	Duration 2 weeks
Coordination w/Purchasing: (2) Meetings	Duration 1 week
<hr/>	
26 Meetings TOTAL:	Duration 17 Weeks

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-3

Date: June 15, 2010

Subject: Life Science/Physical Science Reconstruction

Background: On February 24, 2009, the Board of Trustees approved an agreement with HMC Architects to provide Final Project Proposal (FPP) services for the Life Science/Physical Science Reconstruction project at the Riverside City College in the amount of \$108,000, using District Measure "C" Funds. The services provided by HMC Architects included development of the FPP based on the current college long range facilities master plan, instructional program needs and enrollment data for the college. HMC Architects submitted the completed FPP to the California Community Colleges State Chancellor's Office (CCCSC) in July 2009 for fiscal year 2011-2012 approval.

As a planning exercise, the District's State Capital Outlay Specialist requested a prioritized list of projects currently in the State queue. The Chancellor and former President of Riverside City College (Dr. Muto) approved Riverside City College's priority list with the projects to be funded as soon as possible.

Due to funding limitations, the State determined that there would be no State Capital Outlay Program funding for preliminary plans in fiscal year 2010-2011. Although this was a change in policy, the State elected to retain only "priority one" projects within the queue, and thereby requiring the re-submission of the Life Science/Physical Science Reconstruction FPP. By resubmitting the FPP in September 2010, funding will automatically be requested for the first available funding year starting fiscal year 2012-2013 predicated on State bond funds. While the RCCD Strategic Plan for 2008-2012 (page 12) identifies the project as being completed no sooner than the year of 2015, the funding delay will still allow the project to remain on or ahead of the project schedule.

To that end, this FPP project submission must be made by September 1, 2010 otherwise the project will move back one year in the State queue. Staff now requests a second agreement for additional FPP design services with HMC Architects for revisions to the FPP for the Life Science/Physical Science Reconstruction project submitted to the CCCSC in July 2009. Revisions and updates to the FPP will include updating the JCAF 32 and supporting budget forms to match current construction cost index, update project schedules and funding years, update all State Administrative Manual (SAM) Narrative budget and cost tables, and assemble, print and deliver five (5) hard copies of the FPP to the District. Agreement No. 2 is attached for the Board's review and consideration. The second agreement with HMC Architects for revisions to the current FPP for the Life Science/Physical Science Reconstruction project at the Riverside City College is not to exceed \$6,000. HMC Architects original agreement and Agreement No. 2, including reimbursable expenses, totals \$114,000. These fees are within the District's Capital Program Executive Summary planning worksheet and these services improve our opportunity for State funding.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-3

Date: June 15, 2010

Subject: Life Science/Physical Science Reconstruction (continued)

To be funded by District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Agreement No. 2 with HMC Architects to provide revisions to the Final Project Proposal of the Life Science/Physical Science Reconstruction project located at the Riverside City College in an amount not to exceed \$6,000 using District Measure C Funds; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris  
Acting President  
Riverside City College

Norm Godin  
Vice President, Business Services  
Riverside City College

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 16<sup>th</sup> day of June, 2010, 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: Architect's to revise and resubmit the Final Project Proposal for the Life Science/Physical Science Reconstruction Project located at the Riverside City College. Specific services will include updating the JCAF 32 and supporting budget forms to match current construction cost index, update project schedules and funding years, update all State Administrative Manual (SAM) Narrative budget and cost tables. Assemble, print and deliver five (5) hard copies to the District.
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, Riverside City College.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 16, 2010, to the estimated completion date of September 30, 2010, 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 \$6,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. This section may be changed depending on the payment agreement that is negotiated. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.

6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.
7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Architect in connection with this Agreement shall be held in a strictly confidential manner by Architect. Such materials shall not, without the written consent of District, be used by Architect for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. 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 or asserted upon 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 alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Architect, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Architect),

Architect, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Architect free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.

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

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

HMC Architects

Riverside Community College District

---

Chris R. Taylor, AIA  
Executive Vice President  
3546 Concourses St.  
Ontario, CA 91764

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-4

Date: June 15, 2010

Subject: Deferment of RCC Campaign Advance Repayment

Background: On the heels of the successful passage of Measure C, the Foundation for the District was interested in the potential of launching its first major campaign. As such, in 2005 the Foundation contracted with The Clements Group to undertake a feasibility study to assess the private philanthropy capacity of the region for RCCD. Campaigns are launched initially with a silent phase, and include the deployment of resources to set the foundation resources and plans for the campaign. To facilitate this undertaking the District and Foundation entered into a formal agreement, whereby the District would advance upwards of \$1.3 million to the Foundation to cover the cost associated with a campaign that identified goals of raising \$17 million in cash and pledges and another \$8 million in planned gifts. This was to be the first major campaign undertaken.

To date, more than \$15.5 million in cash, pledges and planned gifts has been garnered during the silent phase of this campaign. However, full, public launch of the campaign did not proceed due to a variety of factors, including but not limited to the state of the economy and changes in leadership at RCCD. To date, the balance of funds provided to the Foundation from the District under the original agreement totals nearly \$770,000.00 and monthly the Foundation is incurring costs of about \$7,250.00, to fund the staff position dedicated to the campaign. The original agreement stated a repayment plan from the Foundation to the District.

The RCCD Foundation still is conducting major gift solicitations as part of the campaign, and groundwork is being laid to adjust the campaign to the current situation in support of the three colleges and launch publicly under the Chancellor's leadership and direction. Therefore, at this time, the Foundation is asking for an extension on the debt repayment schedule and continuation of the monthly staff expenses for the campaign.

Extension of the campaign would require that the debt payment schedule of the existing balance of approximate \$770,000 be deferred until June 2012, and that the monthly expenses of maintaining the campaign continue for one additional year.

Recommended Action: It is recommended that the Board of Trustees consider extending the debt repayment schedule from RCCD Foundation to the District for an additional two-year period and authorize the extension of the current monthly expenses associated with the campaign for additional year duration.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: June 15, 2010

Subject: Revised and New Board Policies – First Reading

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

Board of Trustees

BP 2720 – Communications Among Board Members – This is a revision of the current Policy which was originally adopted by the Board on September 16, 2008.

Student Services

BP 5400 – Associated Students Organization. This is a revision of the current Policy, which was originally adopted by the Board on August 18, 2009.

Recommended Action: It is recommended that the Board of Trustees accept Board Policies 2720 and 5400 for first reading.

Gregory W. Gray  
Chancellor

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

**Riverside Community College District Policy****No. 2720****Board of Trustees  
DRAFT – CCLC UPDATE****BP 2720 COMMUNICATIONS AMONG BOARD MEMBERS****Reference:**

Government Code Section 54952.2

**A majority of the members of the Board of Trustees shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board of Trustees. In addition, no other person shall make serial communications to Board Members. This policy shall not be construed as preventing an employee or official of the District from engaging in separate conversations or communications with members of the board outside of a meeting in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the board, if that person does not communicate to members of the Board the comments or position of any other member(s) of the Board.**

**OR**

**A majority of the members of the Governing Board shall not, outside a regularly scheduled meeting, use a series of communications of any kind (e.g., directly, or through personal intermediaries, e-mail, or other technological device), ~~directly or through intermediaries,~~ to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the board in order to reach a collective concurrence. This policy shall not be construed as preventing an employee or official of the District from engaging in separate conversations or communications with members of the board outside of a meeting in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the board, if that person does not communicate to members of the Board the comments or position of any other member(s) of the Board.**

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Date Adopted: September 16, 2008**Revised:**



**Riverside Community College District Policy**

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**Student Services  
DRAFT****BP 5400 ASSOCIATED STUDENTS ORGANIZATION****References:**

Education Code Sections 76060, 76061, 76062, and 76067

The District recognizes the importance of allowing students to expand their college learning experiences by actively participating in the democratic process of student government. Therefore, the Board of Trustees hereby recognizes ***the following three (3) College Associated Students Organizations student government associations:*** ~~those student body association(s) as the Associated Students of the Riverside Community College District (ASRCCD), The Associated Students of Moreno Valley College (ASMVC), The Associated Students of Norco College (ASNC) and Associated Students of Riverside City College (ASRCC).~~

***Charter of Student Government:***

In recognition of the true democratic ideals of government of, by, and for the people through due process of representation, the Board of Trustees of Riverside Community College District does hereby grant this Charter bestowing upon the student ***government of each College of the District*** the privileges, duties, and responsibilities of self-government. This government shall be represented and administered as specifically set forth in the Constitution ***and By-Laws of each College has created and, which have been approved by, each College's student government association.*** ~~The~~ Board of Trustees of Riverside Community College ***District hold the President of each College*** entirely accountable for the effective functioning of the student government. ~~The~~ ***Each College student government associations*** ~~Associated Students~~ ***Organization*** shall conduct itself in accordance with state laws and regulations and District policies and procedures. ***Should an action by a College Associated Students Organization student government association fail at any time to fulfill its trust as a self-governing unit, the President Chief Student Services Officer*** may exercise the power to veto. ***The Board of Trustees retains its*** right to revoke this Charter, provided such recommendation ***comes from the President and*** is prompted by reason of misuse or neglect of said Charter. ***This Charter supersedes any and all other Charters previously granted.***

These ***student government associations*** ~~Associated Students Organizations~~ are recognized as the official voice for the students in the District and college decision-making processes. They may conduct other activities as approved by the Chancellor or President(s). The Associated Students activities shall not conflict with the authority or responsibility of the Board of Trustees or its officers or employees.

The Associated Students shall be granted the use of District premises subject to such administrative procedures as may be established by the Administration. Such use shall not be construed as transferring ownership or control of the premises.

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Date Adopted: August 18, 2009  
(Replaces RCCD Policy 6120)

***Revised:***

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: June 15, 2010

Subject: Federal Representation for RCCD and Update on Federal Activities for 2010-2011

Background: Capital Alliance Consulting, LLC (CAC) has held a contract to represent the District on federal issues the past two years. Mr. Dave Kennett, Principal for CAC has been representing the District, and key to the District's federal issues with a prior firm that the District contracted for services. Over the course of years of services with Mr. Kennett, the District has been the recipient of significant federal dollars for several projects and program support. Federal representation of the District in Washington D.C. is seen as an imperative element, even beyond funding, as major programs that impact community colleges are reauthorized and programmed federally.

Mr. Kennett will update the Board of the federal activities for 2010-2011, and his service to the District in the federal arena.

These types of services are based upon both professional qualifications and personal relationships with the District, federal representatives, federal agencies, and our trustees. The current contract with CAC proposes to keep its service contract with no change from the prior year at a monthly retainer of \$6,250. A copy of CAC's proposal is included herewith.

Recommended Action: It is recommended that the Board of Trustees approve the contract with Capital Alliance Consulting, LLC, from July 1, 2010 to June 30, 2011, in an amount not to exceed \$75,000, with approved additional actual expenses not to exceed \$3,000, and authorized the Vice-Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

AGREEMENT  
RIVERSIDE COMMUNITY COLLEGE AND  
CAPITAL ALLIANCE CONSULTING, L.L.C.

Pursuant to this Agreement, Riverside Community College District (hereinafter referred to as "the District") and Capital Alliance Consulting, L.L.C. (hereinafter referred to as "the Federal Representative"), agree to assume the following obligations:

1. OBLIGATIONS OF CAPITAL ALLIANCE CONSULTING

A. Capital Alliance Consulting will act as the Federal Representative to the District with Washington, D.C.

B. The Federal Representative will confer with the District Chancellor, and such other personnel as the District Chancellor may designate, at the times and places mutually agreed to by the District Chancellor and the Federal Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the District to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the District's goals and objectives.

C. The Federal Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the District, on the Representative's own initiative, of those items that may have a bearing on the District's policies or programs. And, the Federal Representative will notify the District in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.

D. The Federal Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest.

E. The Federal Representative will review and comment on proposals of the District, which are being prepared for submission to federal agencies, when requested to do so by the District Chancellor.

F. The Federal Representative will maintain liaison with the District's congressional delegation and assist the delegation in any matter that is in the best interest of the District and in the same manner as any other member of the District's staff might render assistance.

G. The Federal Representative will counsel with the District and prepare briefing materials and/or conduct briefings for District representatives who are preparing to meet with Members of Congress and/or testifying before congressional committees and administrative agencies.

H. The Federal Representative will arrange appointments (and accommodations when requested) for District officials to facilitate the efficient and effective performance of District business while in Washington, D.C.

I. The Federal Representative will contact federal agencies on the District's behalf when applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such applications.

J. The Federal Representative will submit periodic reports providing the latest information on issues of interest to the District and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.

K. In fulfilling the responsibilities under this Agreement, the Federal Representative will act in the name of the District and with the title Federal Representative to Riverside Community College District.

## 2. OBLIGATIONS OF RIVERSIDE COMMUNITY COLLEGE

A. The District will contract with the Federal Representative for a period of twelve months.

B. The contract will be for \$75,000.00 payable in advance in equal monthly installments of \$6,250.00.

C. The District, through the District Chancellor, will advise the Federal Representative of the name or names of persons other than the District Chancellor authorized to request service by the Federal Representative and the person or persons to be kept advised by the Representative.

D. The District will supply the Federal Representative with a summary of all federal issues in which the District has interests and advise the Federal Representative of any new developments, together with the pertinent details as to the substance of such developments.

E. The District will supply the Federal Representative with copies of budgets, planning documents, and regular reports from the District Chancellor's Office, and other materials to assist the Federal Representative in keeping current on the District's policies and programs.

F. The monthly retainer does not cover: (1) travel expenses incurred pursuant to paragraph 1; (2) travel expenses for attendance at any other conferences attended by the Washington Representative outside of Washington D.C. at the request of the District; (3) incidental Washington expenses incurred in the course of conducting District business; (4) all long distance telephone expenses; (5) document production.

G. Expenses pursuant to paragraph F will not exceed \$3,000 for the life of this contract.

3. RIVERSIDE COMMUNITY COLLEGE DISTRICT AND CAPITAL ALLIANCE CONSULTING CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

The Federal Representative assigned to the District:

A. will not represent the District before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. will not perform any legal, engineering, accounting or other similar professional services;

4. Either party may terminate this Agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

This Agreement shall take effect the 1st day of July 2010 and terminate the 30th day of June 2011.

CAPITAL ALLIANCE  
CONSULTING, L.L.C.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_  
DAVID KENNETT  
President

\_\_\_\_\_  
JAMES BUYSSE  
Vice Chancellor  
Administration and Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-1

Date: June 15, 2010

Subject: Riverside Nursing/Science Building

Background: On January 27, 2009, the Board of Trustees approved an agreement with Barnhart, Inc., a Heery International Company (now a Balfour-Beatty Company) to provide multiple prime construction management services for the Nursing/Science Building project located at the Riverside City College. On September 15, 2009, the Board of Trustees approved the award of bids for the Phase I portion of the project in the amount of \$10,357,556. On November 17, 2009, the Board of Trustees approved the award of bids for the Phase II portion of the project in the amount of \$29,840,121. The individual contractors would complete construction services throughout the Nursing/Science Building project.

Staff is now requesting Board approval of Change Orders for modifications to the Nursing/Science Building project for the following contractors:

- Interpipe Contracting, Inc. (\$250,000)
- Quip-Con, Inc. \$408,080

A description of change order work is noted in the attached Change Order Summary.

Although the added change order amount will exceed the allowable ten percent (10%) contingency limit of the contract with Quip-Con, Inc. (QCI), the changes were urgent and received the Chancellor's approval prior to work due to the necessary prosecution of the critical path work. This additional work by QCI was required as the City of Riverside owned sewer lines needed to be re-routed around the Nursing/Science Building, and Digital Library and Learning Resource Center. This was due to the flatness of the existing line and associative issues with line capacity as the city rejected tying to the existing line. Additionally, the sewer line needed to have an unauthorized bypass removed that was installed and left in place during the construction of the Parking Structure, which was discovered during the re-route by the city. Staff requests Board of Trustees approval of the excess change order contingency by \$340,726 which is included within the change order total of \$408,080. Interpipe Contracting, Inc. reduced their contract to \$2,287,000 by returning their project allowance of \$250,000 to the District for the sewer line relocation performed by QCI. This was the result of the sewer work being moved from the on-site contract work to off-site contract work as QCI carries the necessary license to perform work to a city-owned utility. As a result of the returned allowance to the project budget, QCI change order excess cost of \$158,080 (\$408,080 minus \$250,000) will be paid for from the Board approved project budget change order contingency State Construction Act Funds (Resource 4100) and District Measure "C" Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-1

Date: June 15, 2010

Subject: Riverside Nursing/Science Building (continued)

Recommended Action: It is recommended that the Board of Trustees approve the deductive Change Order for the Nursing/Science Building project at the Riverside City College for Interpipe Contracting, Inc. of \$250,000; approve the additive Change Order for Quip-Con, Inc. of \$408,080; approve the added Change Order amount exceeding the allowable ten percent contingency with Quip-Con, Inc. of \$340,726; approve using the project budget contingency for Quip-Con, Inc. excess cost of \$158,080; and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris  
Acting President  
Riverside City College

Norm Godin  
Vice President, Business Services  
Riverside City College

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

Michael J. Stephens  
Capital Program Administrator  
Facilities Planning, Design and Construction



Riverside Community College District  
 Facilities, Planning, Design and Construction  
 Riverside Nursing/Science Building Project

CHANGE ORDER SUMMARY

Change Order: 1  
 Contractor: Interpipe Contracting, Inc.

<i>Contract Amount:</i>	\$2,537,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$(250,000.00)</u>
<i>Revised Contract Sum:</i>	\$2,287,000.00
<i>Original Contract Contingency:</i>	\$228,700.00
<i>Remaining Contract Contingency:</i>	\$228,700.00

Change Order Description:  
 Reduce allowance amount to cover added costs for (\$250,000)  
 Bulletin 001 / Sewer relocation work performed by  
 Quip-Con, Inc.  
*Requested by:* City of Riverside, Public Works  
*Accountability:* Unknown conditions

Change Order: 2, 3, 4  
 Contractor: Quip-Con, Inc.

<i>Contract Amount:</i>	\$713,670.00
<i>Change Order No. 1 Amount:</i>	\$4,013.00
<i>Change Order No. 2 Amount:</i>	\$277,138.00
<i>Change Order No. 3 Amount:</i>	\$120,862.00
<i>Change Order No. 4 Amount:</i>	<u>\$10,080.00</u>
<i>Revised Contract Sum:</i>	\$1,125,763.00
<i>Original Contract Contingency:</i>	\$71,367.00
<i>Remaining Contract Contingency:</i>	\$-340,726.00

Change Order Description:

Relocate offsite portion of sewer per City of Riverside Off-Site Sewer Plan. <i>Requested by:</i> City of Riverside <i>Accountability:</i> Unknown conditions/Errors and Omissions	\$277,138
Replace and upgrade existing unauthorized sewer bypass at Parking Structure. <i>Requested by:</i> City of Riverside, Public Works <i>Accountability:</i> Unknown conditions	\$120,862
Remove unforeseen slurry and concrete in the area of the buildings over excavation. <i>Requested by:</i> District <i>Accountability:</i> Unforeseen conditions	\$10,080

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-2

Date: June 15, 2010

Subject: Learning Gateway Building

Background: On April 28, 2009, the Board of Trustees approved an agreement with LPA to provide planning and design services for the Learning Gateway Building project (formerly Parking Structure and Surge Space) located at the Moreno Valley College in the amount of \$1,910,000 using Measure “C” funds. On December 15, 2009, staff and LPA architects presented a project design to the Board of Trustees for consideration and approval. The Board approved the scope design of the project and a tentative budget amount of \$31,800,000 using Measure “C” funds. On February 17, 2010, the Board of Trustees approved Amendment No. 1 with LPA in the amount of \$125,000 to provide design and engineering services for the Parking Structure and Surge Space - Lion’s Replacement Parking Lot. On May 18, 2010, the Board of Trustees approved Amendment No. 2 with LPA in the amount of \$44,500 for an augmentation to the fire sprinkler design allowance, and added furniture design and management services for Group II furnishings within the building. The total agreement with LPA, including both amendments is \$2,079,500.

Staff now requests approval of Amendment No. 3 with LPA in the total amount of \$66,820. This amendment amount includes an additional \$23,150 to relocate four dry utilities that serve the college. The need for dry utility relocation evolved from site investigations and design meetings after the start of the project. Also included within the amendment is an additional fee of \$43,670 for added services of a vibration isolation design. Due to the complexity and unique challenge to mitigate vibration levels of occupied spaces for the Learning Gateway Building a comprehensive Finite Element Analysis study and isolated room design is necessary for the project. The amendment is attached for the Board’s review and consideration. The LPA agreement, including the three amendments and reimbursable expenses, totals \$2,146,320.

To be funded by the Board-approved project budget contingency, District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 3 with LPA architects for additional services to the Learning Gateway Building at the Moreno Valley College in an amount not to exceed \$66,820; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez  
President  
Moreno Valley College

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

THIRD (3) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
LPA  
*(Learning Gateway Building – Moreno Valley College)*

This document amends the original agreement, Amendment No. 1 and Amendment No. 2 between the Riverside Community College District and LPA, which was approved by the Board of Trustees on April 28, 2009, February 16, 2010 and May 18, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$66,820, including reimbursable expenses. The term of this agreement shall be from the original agreement date of April 29, 2009, to the estimated completion date of October 31, 2011. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 3 as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Learning Gateway Building  
Moreno Valley College

### SCOPE OF SERVICES:

#### I. ELECTRICAL ENGINEERING

##### A. General Project Description:

This project's scope of work covers relocating, rerouting and reconnecting each of the four dry utility companies underground infrastructure and points of connection that serves the college. The project is located on the Riverside Community College District's Moreno Valley College.

The general engineering scope of work is to include preparing a dry utility composite plan with the proposed locations of each of four dry utility facilities including underground raceways, switch, vault/manholes/pull box, transformer and meter locations, telephone vaults/pull boxes, CATV vaults/pull boxes and service points of connection locations for submittal to each of the four respective Dry Utility Companies for their work in preparing their designs, calculations and costs associated with the relocation of the existing dry utility services.

Consultant has assumed that this work will be documented and constructed in a single set of construction documents.

##### B. Schematic Design Services:

1. Meet with the design team and each of the four dry utility companies, as necessary, to discuss concepts and alternatives for the project.
2. Visit the site to ascertain the existing conditions of each of the four service provider's existing infrastructure and conditions, as they compare to provide as-built documents.
3. Make initial contact and establish a request for service with each of the four specific dry utility service providers that serve the college including:  
SCE  
Edison Carrier Solutions  
Verizon  
Time Warner
4. Estimate the load calculations for the proposed future college building expansions, for use by SCE in planning the power infrastructure relocation.
5. Establish proposed locations and placement of each service provider's dry utility infrastructure equipment, approximate the infrastructure equipment sizes and space requirements for integration into the site development plan.
6. Establish proposed pathways, routing and points of connection to existing infrastructure for each dry utility.

##### C. Design Development Services

1. Submit required customer information documentation to each dry utility company.

2. Prepare and submit dry utility composite plan, based on their individual company design requirements, to each dry utility company for review and comment.
3. Meet with the design team, as necessary, to further discuss equipment location, placement and interface with new site development features for the project.
4. Communicate with the district/campus facilities personnel to refine the proposed power and communication service concept.
5. Refine and update placement, locations, approximate sizes and space requirements for utility company power and communications infrastructure, pull boxes and equipment.

D. Construction Document Services:

1. Meet with the District/College facilities personnel and the design team, as necessary, to finalize all design issues.
2. Prepare dry utility construction documents for obtaining a building permit in accordance with the local building department and / or governing authority. The electrical construction documents shall include:
  - a. Complete dry utility composite site plan with each of the four dry utility company requirements, including detailed campus infrastructure connection designs.
3. Review and check the final documents for quality assurance prior to the final submission to the Client.
4. Obtain final designs and requirements from each of the four dry utility companies and distribute to all concerned parties on the design team for comment.
5. Obtain Owner approval signatures on final Utility Company designs.

E. Bidding Phase Services

1. Interpret the dry utility documents during the bidding phase and assist the Architect in the preparation of addenda responding to these interpretations.

F. Construction Administration Services

1. Interpret contract documents for proper execution of electrical work during construction.
2. Review shop drawings and submittals as required by the construction documents.
3. Perform the following site visits for each construction document package:
  - a. Two rough-in observations.
  - b. One final punch list observation.
  - c. Prepare site visit reports for the Architect.
  - d. Incorporate the contractor's electrical record drawings into a set of CAD as-builts.

- G. Compensation for coordination of electrical engineering, architecture, landscape and civil services is at an additional not to exceed amount of \$23,150 including reimbursable expenses.

II. VIBRATION ISOLATION DESIGN SERVICES

A. Initial Meeting, Design Proposal and Information Collection

1. Meet with the Architect and the structural engineers to review and discuss the proposed structural design, the problem facing the team and the proposed remedies being considered to mitigate unacceptable vibration levels. Discuss any constraints imposed or anticipated by the current design.
2. Prepare a report (meeting minutes) of the meeting with action items for the various design team participants.
3. Following this meeting, obtain the necessary dynamic parameters of the parking structure from the project structural engineering firm. These parameters shall include the natural frequency of the PT structural slab and the amount of acceleration anticipated from a motor vehicle when transiting through the structure.
4. If the paragraph 3 parameters cannot be obtained by calculation from the project structural engineers Sonics ESD shall conduct in-situ an computer driven and recorded acceleration tests of a similar Post Tension parking structure.

#### B. Finite Element Analysis

Research and mathematically model and conduct a Finite Element Analysis (FEA) study of the post tension parking structure for the areas specified as occupied. The purpose of the study is simulate the dynamic effects of the PT slab when excited by mechanical impact energy from a accelerating, moving or stopping motor vehicle.

1. Using the drawings provided redraw, if necessary, the assembly model specimen using AutoCAD Architectural MEP, Version 10 for program inclusion.
2. Using the AutoCAD drawings construct a FEA mesh model sufficient to achieve the desired data resolution.
3. Obtain from the structural engineers the mechanical properties of the materials comprising the parking structure, tendons, membranes, cavities, in-fill and structural components. Research any physical parameters not provided. Configure the information into the necessary form to input the data into the FEA model.
4. Input the proposed tuned floor system into the FEA model. This constitutes the one iteration of the isolated floor system.
5. Construct a mathematical model of the vehicle impact excitation generator using the obtained or measured data.
6. Construct and prepare the FEA model.
7. Run the simulation to determine the complete assembly's mechanical properties and characteristics. Quantify the vibration components of the occupied area slab.
8. Review the compiled data; consult with the firm's FEA consultant, Dr. John Dunec to verify the assumptions and review the validity of the conclusions.
9. If required, modify the models parameters and again run the FEA simulation(s).
10. Prepare the necessary drawings and graphs and create a draft copy of the report.
11. Following a through Principal and Quality Control review, print, assemble and issue the report.
12. Print and bind four (4) copies of the report with attachments.

#### C. Model Testing of Similar Parking Structure

1. Obtain the structural floor slab natural frequency and motor vehicle acceleration predictions from the project structural engineers. This data will be employed as assumptions in the FEA model.
2. If not available, perform model testing of a similar parking structure measured in-situ an existing structure. The model testing will consist of various test vehicles accelerating, stopping and turning while taking acceleration (instrumented) measurements.
3. Prepare a report of the specimen tested, accelerations incurred and recorded, test conditions and conclusions. This data will be employed as assumptions in the FEA model.

D. Post FEA Meeting

1. Meet with the Architect and the structural engineers to review and discuss the FEA results. Discuss any ramifications of the proposed design. If required, following direction by owner, prepare model to address additional scenario(s) with necessary iteration change. Each iteration or scheme change shall include a revised SOW change with fee addition.
2. Prepare a report (meeting minutes) of the meeting with action items for the various design team participants.

E. Review and Acoustical Analysis

1. Provide analysis of the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> level proposed exterior partitions, interior partitions, corridor walls, stairwell, exterior glazing and ceilings to determine their sound isolation and vibration capabilities. Following analysis, develop recommendations in report or drawing form to achieve a defined acoustical design criteria consistent with industries guidelines and ANSI S3.29 criteria.
2. Provide analysis of the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> level proposed interior factuality offices, defined usage spaces, restrooms, activity centers, retail spaces, community room, meeting rooms and campus police facility to determine their impact insulation (IIC) and sound isolation (STC) requirements. Following analysis, develop recommendations in report or drawing form to achieve a defined acoustical design criterion consistent with industries guidelines.
3. Provide analysis of the structure roof mounted MEP equipment to determine its noise and vibration control measure requirements. Following analysis, develop recommendations to achieve a defined acoustical design noise and vibration criteria for the 3<sup>rd</sup> level occupied areas. These analysis and recommendations do not include a review the 2<sup>nd</sup>, 3<sup>rd</sup> level HVAC systems for the occupied spaces or Noise Criterion (NC) analysis of the individual spaces. Should a comprehensive HVAC review of the occupied spaces be desired a separate SOW and fee proposal will be provided under separate cover.
4. Provide a report the recommended constructions for incorporation into the architectural drawings.

5. Prepare and submit a report summarizing the results of the analyses and recommendations.

F. Contract Construction Administration

1. Conduct three (3), one-man site observation, the date determined by the construction schedule to observe proper implementation of slab vibration control measures, sound isolation and mechanical noise and any additional control recommendations. Total effort and travel not to exceed five (5) person-days.
2. Provide a written report to the architect and general contractor, detailing the results of site observations and subsequent action items.
5. Respond to written and verbal RFI's by Architect, Structural Engineer, Mechanical Engineer or General Contractor regarding construction related issues that pertaining to noise mitigation or noise and vibration issues that could negatively impact the established acoustical design criteria.

Fee Breakdown by Scope Category:

Proposed Design Recommendations and Initial Meeting	\$ 3,480.00
In-situ measurements of existing similar structure**	\$ 2,900.00
FEA Review, Analysis, Study and Post FEA Meeting	\$ 9,400.00
Review and Acoustical Analysis with Recommendations	<u>\$ 12,640.00</u>
Total for Acoustical Design Services	\$ 28,420.00

\*\* In-situ modal testing required only if slab natural frequency, parameters, acceleration and predictions cannot be provided by structural

Construction Contract Administration"

CCA Site Visits & Reports	\$ 11,250.00
Additional Expenses (allowance)	\$ 4,000.00

*Total Compensation:* \$ 43,670.00



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-3

Date: June 15, 2010

Subject: Norco Secondary Effects

Background: On May 19, 2009, the Board of Trustees approved \$1.1 million using District Measure C funds for the planning and design of the Secondary Effects project located at the Norco College. The college's plan will repurpose and rehabilitate 31,000 square feet of space which will provide for: a new Biology Lab, a new Chemistry Lab, a remodeled Physics Lab, a remodeled Chemistry Lab, a new Digital Art Lab and Art Gallery, a new Learning Center including Integrated Instructional Support Labs, remodeled office spaces, an expanded College Police office, an enlarged Assessment Center, and an enlarged Admissions and Records services area. Also approved by the Board of Trustees on May 19, 2009 was an agreement with Hill Partnership, Inc. (HPI) to provide design and engineering services for the project in the amount of \$807,752.

Staff now requests approval of Amendment No. 1 with HPI in the amount of \$144,671.60 for scope revisions for the Secondary Effects project. The changes requested by the College include revisions to architectural, structural, mechanical and electrical engineering, and lab design. The amendment is attached for the Board's review and consideration. The HPI agreement, including this amendment and reimbursable expenses, totals \$952,423.60.

To be funded by the Board-approved project budget contingency, District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with Hill Partnership, Inc., in an amount not to exceed \$144,671.60 for scope revisions within the Secondary Effects project located at the Norco College; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Brenda Davis  
President, Norco College

Curt Mitchell  
Vice President, Business Services  
Norco College

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

FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HILL PARTNERHSIP, INC.  
*(Norco Secondary Effects Project)*

This document amends the original agreement between the Riverside Community College District on behalf of the Norco College, and Hill Partnership, Inc., which was 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 \$144,671.60, including reimbursable expenses. The term of this agreement shall be from the original agreement date of May 20, 2009, to the extended estimated completion date of April 30, 2011. 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.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Secondary Effects at Norco College

### *SCOPE REVISIONS*

As requested by the College architect to provide architectural, structural, mechanical and electrical engineering and lab design services for the following additional scope of work:

- Conversion of existing classroom / office space on second floor of Building B (Rm 201 - northwest corner) to a suite of faculty offices. Work shall be generally consistent with the approved Schematic Design documents dated September 17, 2009.
- Conversion of an existing Microbiology Lab on the second floor of Building B (Rms 209 & 208 - southeast corner) to a new / additional Anatomy Lab including improvements to the adjoining Prep Room.
- See Attachment "A" for graphic representation of revised scope of work.

### *IT / OUTSIDE PLANT IMPROVEMENTS*

As requested by the College / District provide architectural, IT, mechanical and electrical engineering design services for the following additional scope of work:

- See attached scope of work (Attachment "B") provided by ITS dated 2/8/10.

### *SITE RELATED ACCESS IMPROVEMENTS*

Provide Architectural and Civil Engineering services as necessary to correct accessibility deficiencies in the path of travel related to the secondary effects projects. The extent of services require will ultimately be determined based on the results of the site survey presently being prepared at the District's direction by Hall and Foreman under separate contract.

For purposes of this proposal the following areas / items are assumed to be addressed:

- Replacement of existing non-compliant curb ramps
- Corrections to non-compliant vehicular drop-off area
- Correction of cross slope deficiencies in multiple locations along the path of travel
- Addition of ramps (and stairs if determined desirable) to correct deficiencies at the east entry to the Student Services Building (Building A)
- Replace non-compliant handrails and guardrails at all stairs and ramps along the path of travel
- Provide code compliant access signage along the path of travel
- Miscellaneous minor corrections such as grinding and or replacement pf portions of the sidewalks along the path of travel due to settlement
- Provision of contrasting striping at exterior stairs and similar related items.

Exhibit I (continued)

*REPLACE COMPRESSED AIR AND VACUUM SYSTEMS*

Provide Architectural and MEP Engineering services as required for removal and replacement of the non-operational air and vacuum systems located in Building "C" including additional fan coil units and electrical modifications to support new equipment.

OTHER CONDITIONS OF SERVICE

All conditions of the original agreement shall apply to the provision of the above reference services.

COMPENSATION

*SCOPE REVISIONS*

HPI proposes to provide the services outlined above on a fixed fee basis of Forty Five Thousand Sixty Dollars and Zero Cents (\$45,060.00) as outlined below:

Architectural Services (HPI)		\$ 18,000.00
Lab Consulting (DES)	\$ 8,000.00x 1.1	\$ 8,800.00
MEP Engineering (JBA Consulting)	\$ 16,600.00x 1.1	<u>\$ 18,260.00</u>
	Sub-Total	\$ 45,060.00

*IT/ OUTSIDE PLANT IMPROVEMENTS*

HPI proposes to provide the services outlined above on a fixed fee basis of Fifty Five Thousand Five Hundred Sixty One Dollars and Sixty Cents (\$55,561.60) as outlined below:

Architectural Services (HPI)		\$ 6,000.00
IT Consulting (ITS)	\$ 37,556.00x 1.1	\$ 41,311.60
MEP Engineering (JBA Consulting)	\$ 7,500.00x 1.1	<u>\$ 8,250.00</u>
	Sub-Total	\$ 55,561.60

*SITE RELATED ACCESS IMPROVEMENTS*

HPI proposes to provide the services outlined above on a time and materials basis of Thirty Five Thousand Eight Hundred Dollars and Zero Cents (\$35,800.00) as outlined below:

Architectural Services (HPI)		\$ 16,000.00
Civil Engineering (Hall and Foreman)	\$ 18,000.00x 1.1	<u>\$ 19,800.00</u>
	Sub-Total	\$ 35,800.00

*REPLACE COMPRESSED AIR AND VACUUM SYSTEMS*

HPI proposes to provide the services outlined above on a fixed fee basis of Eight Thousands Two Hundred Fifty Dollars and Zero cents (\$8,250) as outlined below:

MEP Engineering (JBA Consulting)	\$ 7,500x 1.1	<u>\$ 8,250.00</u>
	Sub-Total	\$ 8,250.00

*Total Additional Services for Amendment No. 1:* \$144,671.60

## ATTACHMENT "A"

The diagrams indicate the spaces to be renovated and remodeled in orange, the potential classrooms to be converted to chemistry and biology lab in blue and the spaces to be considered for HVAC system and Accessibility upgrade in green.

### LEGEND



Spaces included in original contract.



Space added to scope of work, not included in original contract.

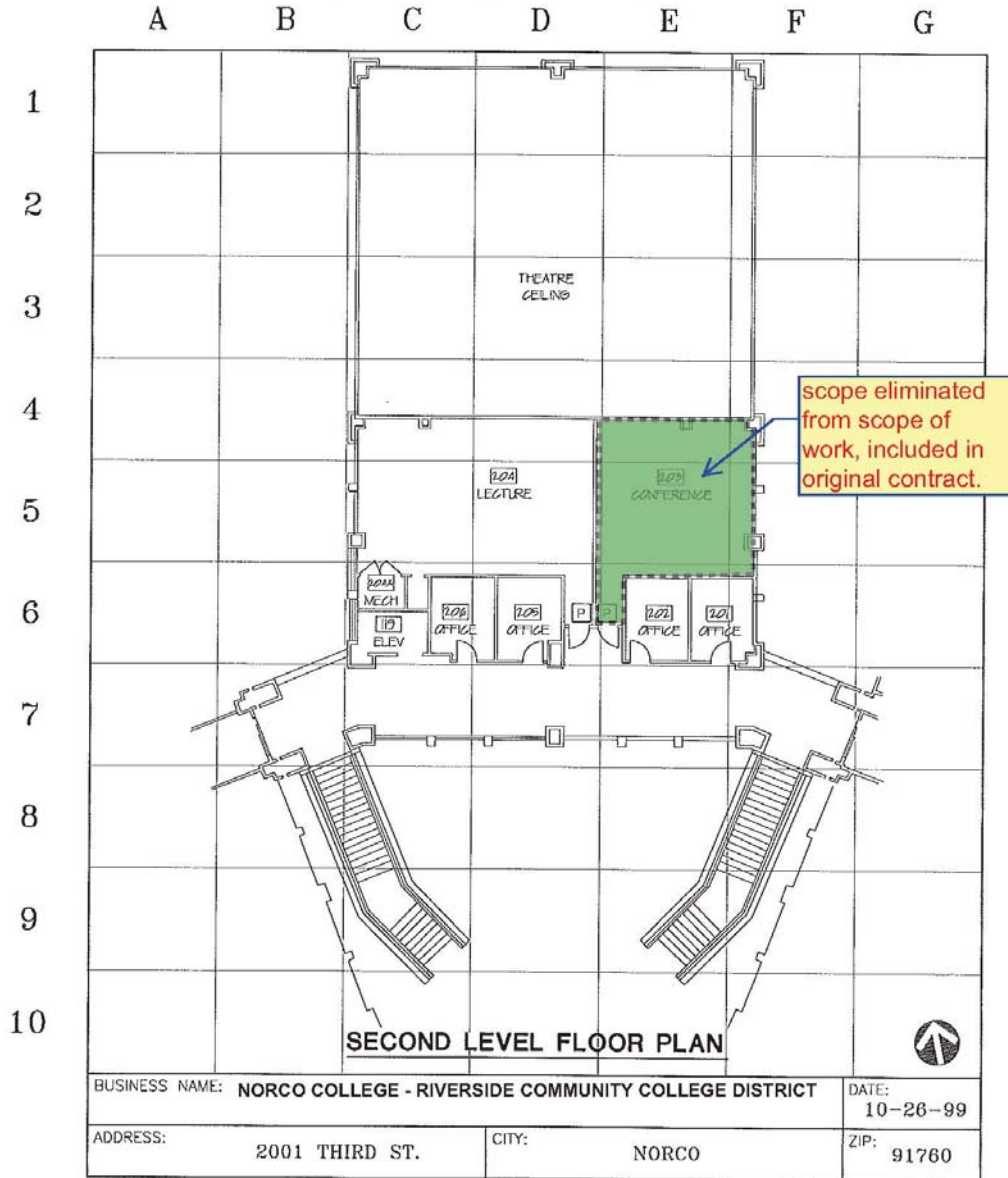


Space eliminated from scope of work, included in original contract.

# DIAGRAM "A" NORCO COLLEGE RIVERSIDE COMMUNITY COLLEGE DISTRICT

MAP \_\_\_\_ OF \_\_\_\_

(You may photocopy this map if necessary)



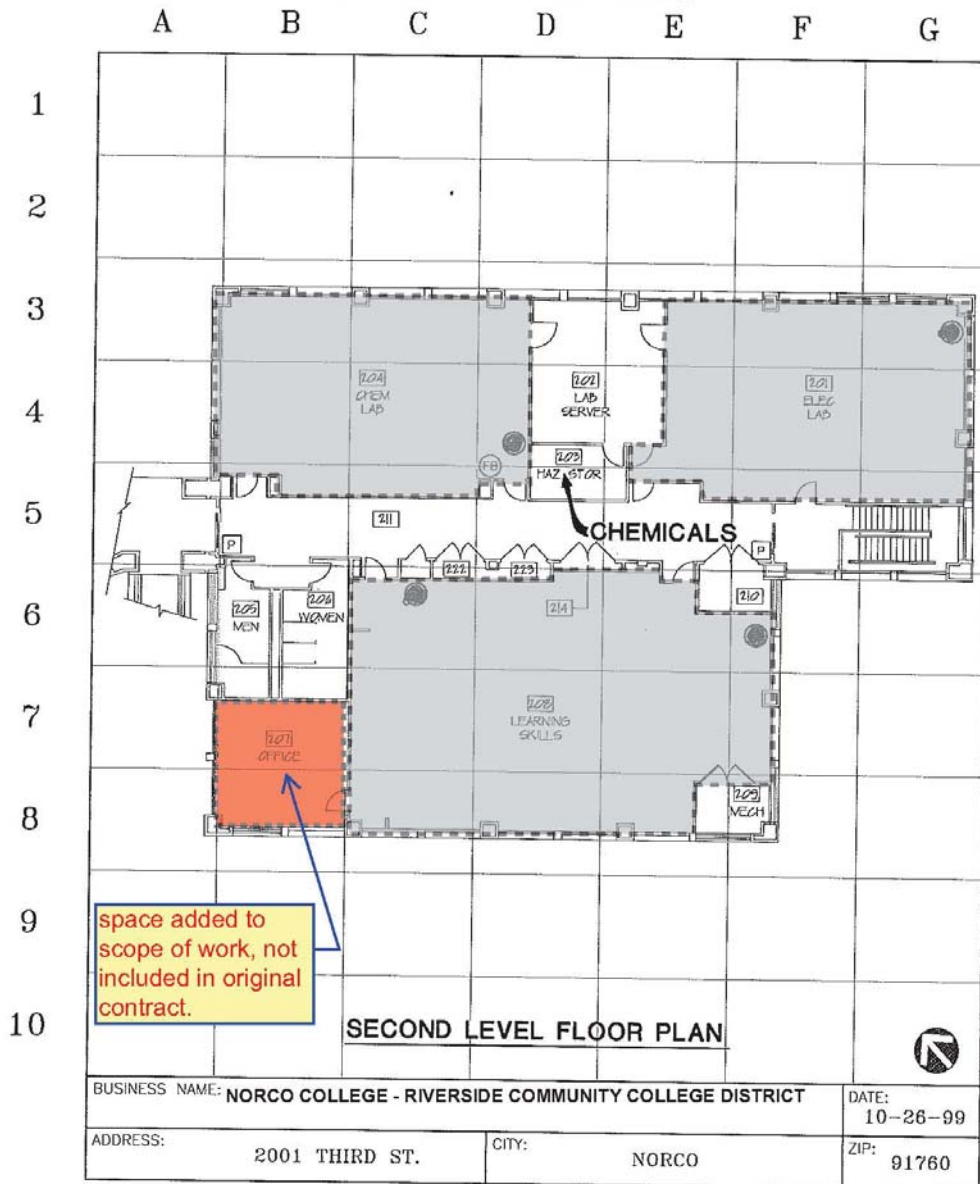
SHEET 2 of 2

<b>BUILDING C</b>
<u>SECOND FLOOR</u>
THEATRE

## DIAGRAM "B" NORCO COLLEGE RIVERSIDE COMMUNITY COLLEGE DISTRICT

MAP \_\_\_\_\_ OF \_\_\_\_\_

(You may photocopy this map if necessary)



**SHEET 2 of 2**

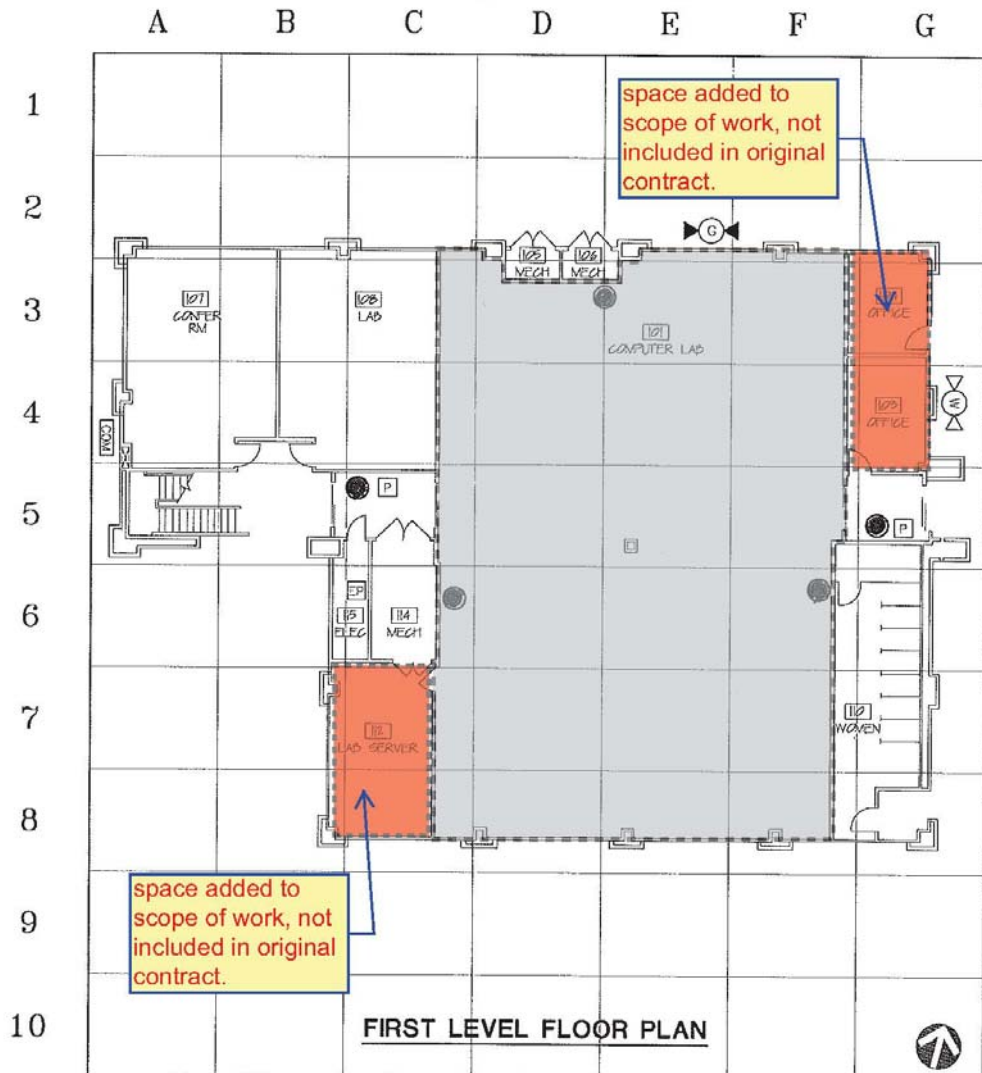
<b>BUILDING D</b>
<i>SECOND FLOOR</i>
HUMANITIES

## DIAGRAM "C"

# NORCO COLLEGE

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



BUSINESS NAME: NORCO COLLEGE - RIVERSIDE COMMUNITY COLLEGE DISTRICT		DATE: 10-26-99
ADDRESS: 2001 THIRD ST.	CITY: NORCO	ZIP: 91760

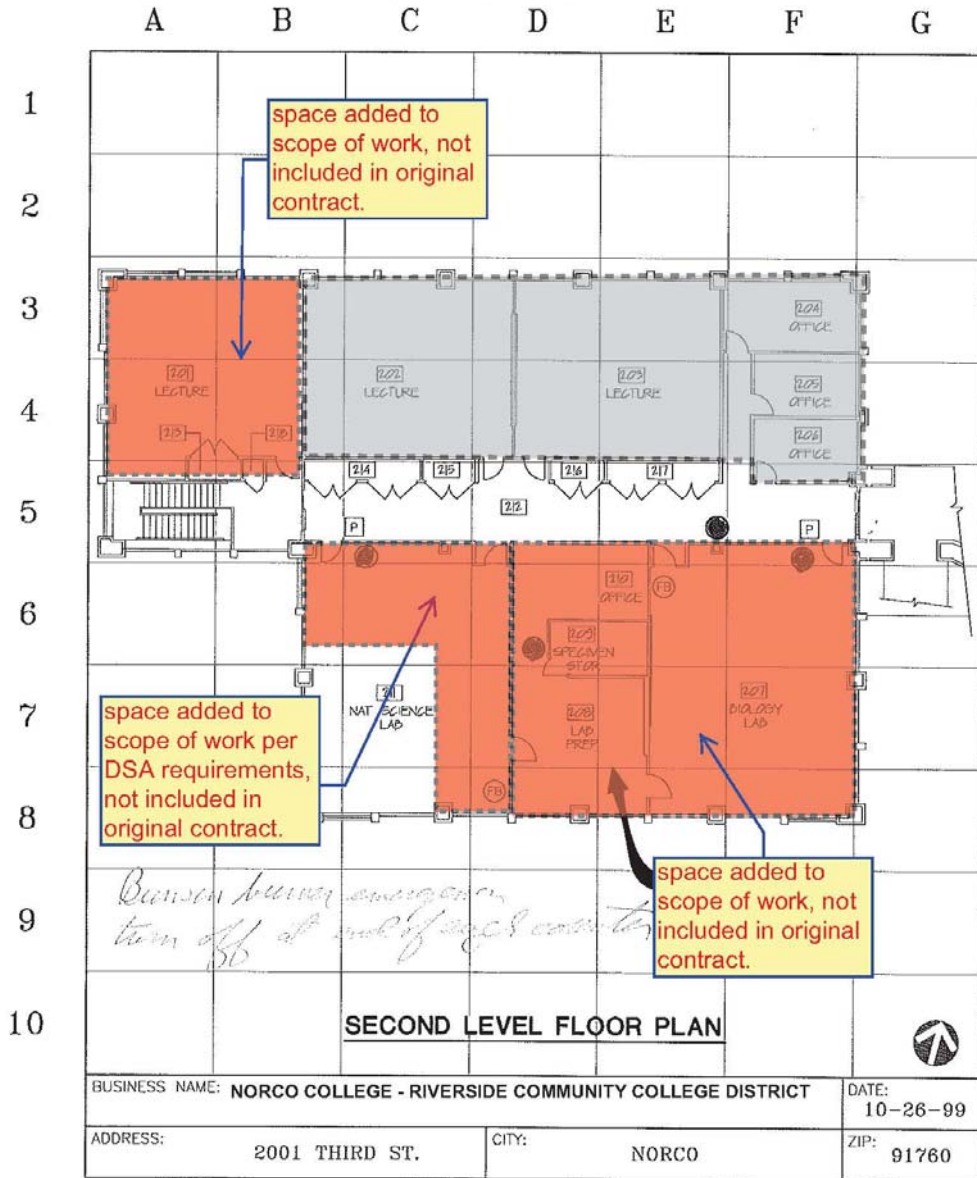
SHEET 1 of 2

<b>BUILDING B</b> <b>FIRST FLOOR</b> SCIENCE and TECHNOLOGY
---



## DIAGRAM "D" NORCO COLLEGE RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 2 of 2

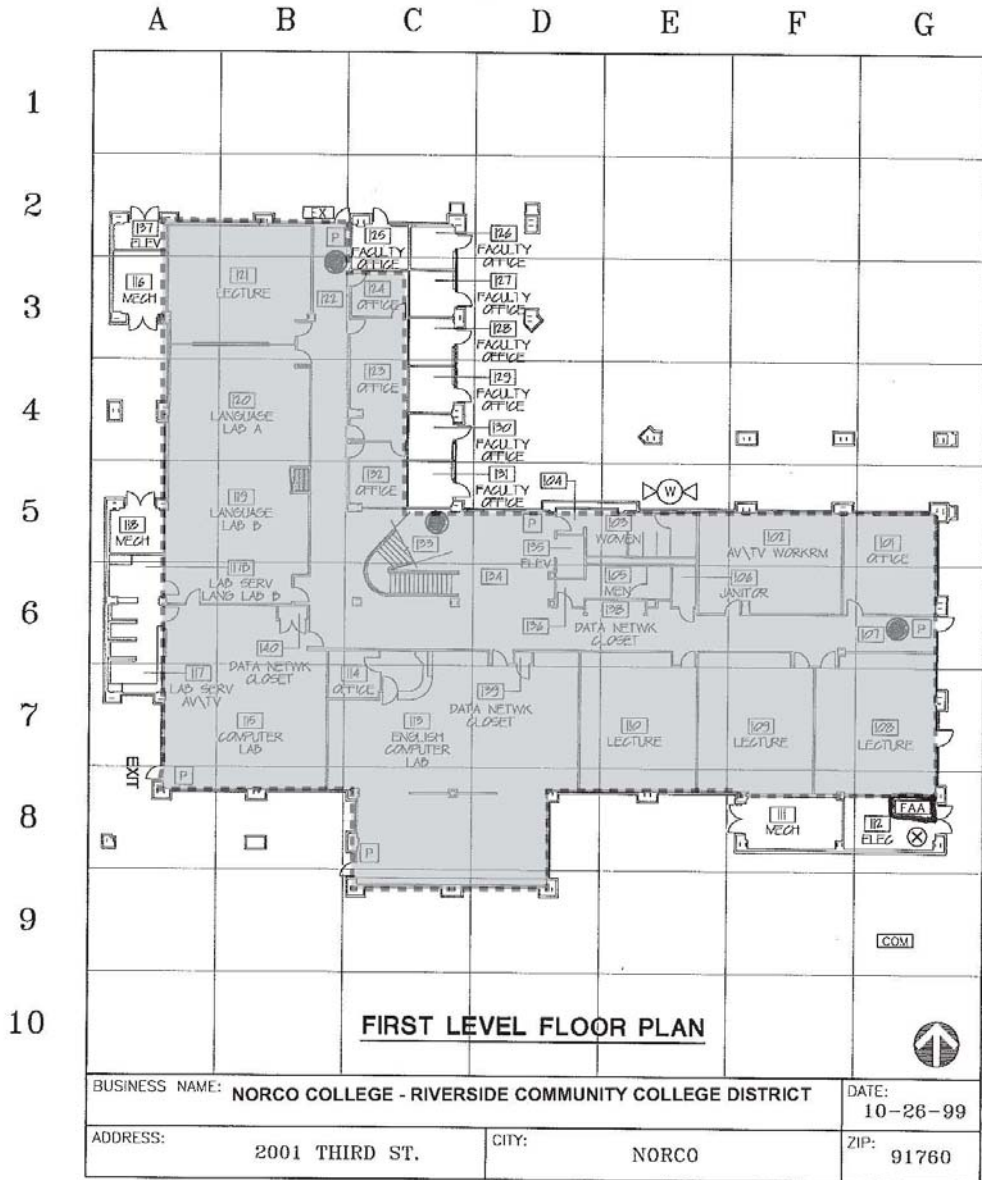
<b>BUILDING B</b> SECOND FLOOR SCIENCE and TECHNOLOGY
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# DIAGRAM "E"

## NORCO COLLEGE

### RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)

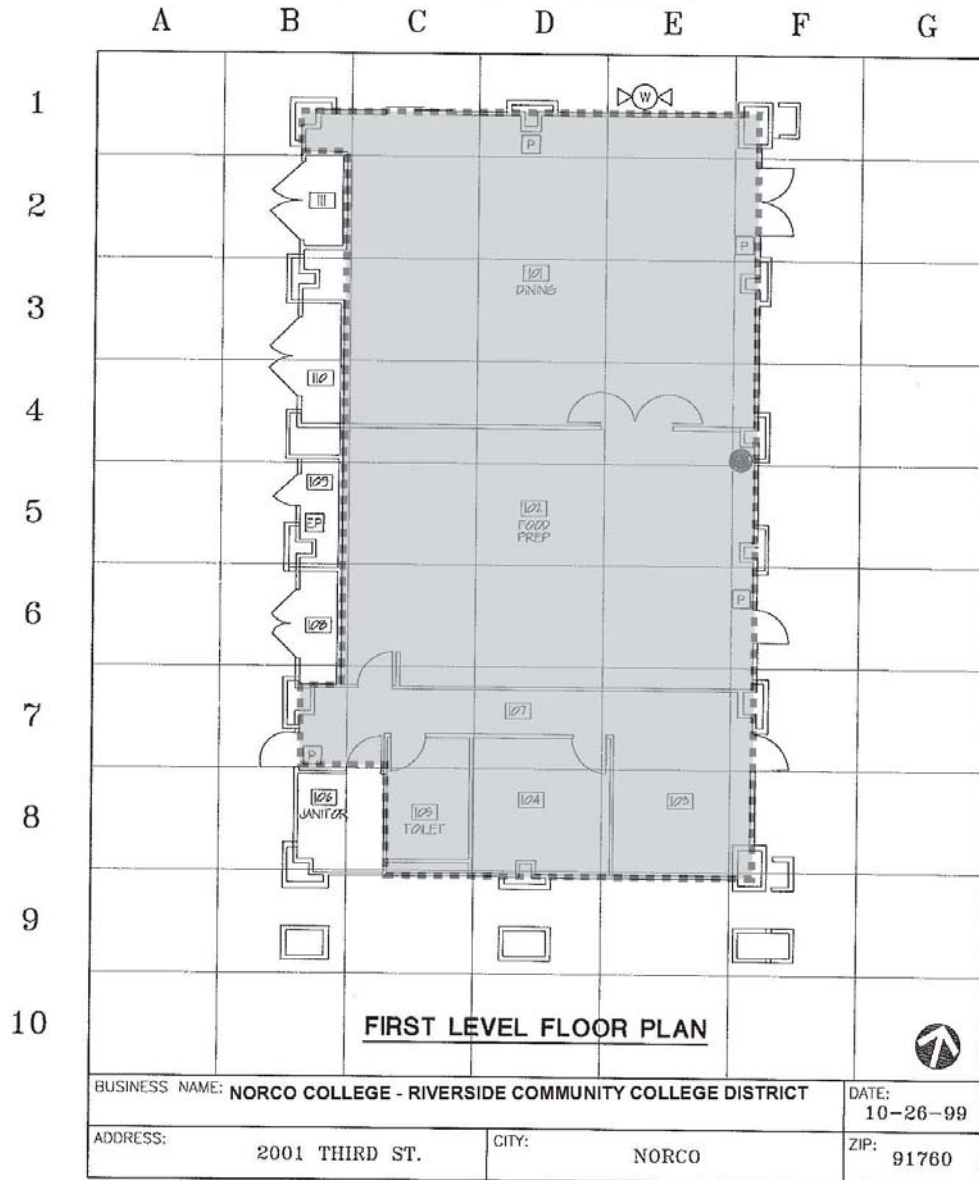


SHEET 1 of 3

**BUILDING G**  
**FIRST FLOOR**  
 WILFRED J. AIREY LIBRARY

## DIAGRAM "F" NORCO COLLEGE RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 1 of 1

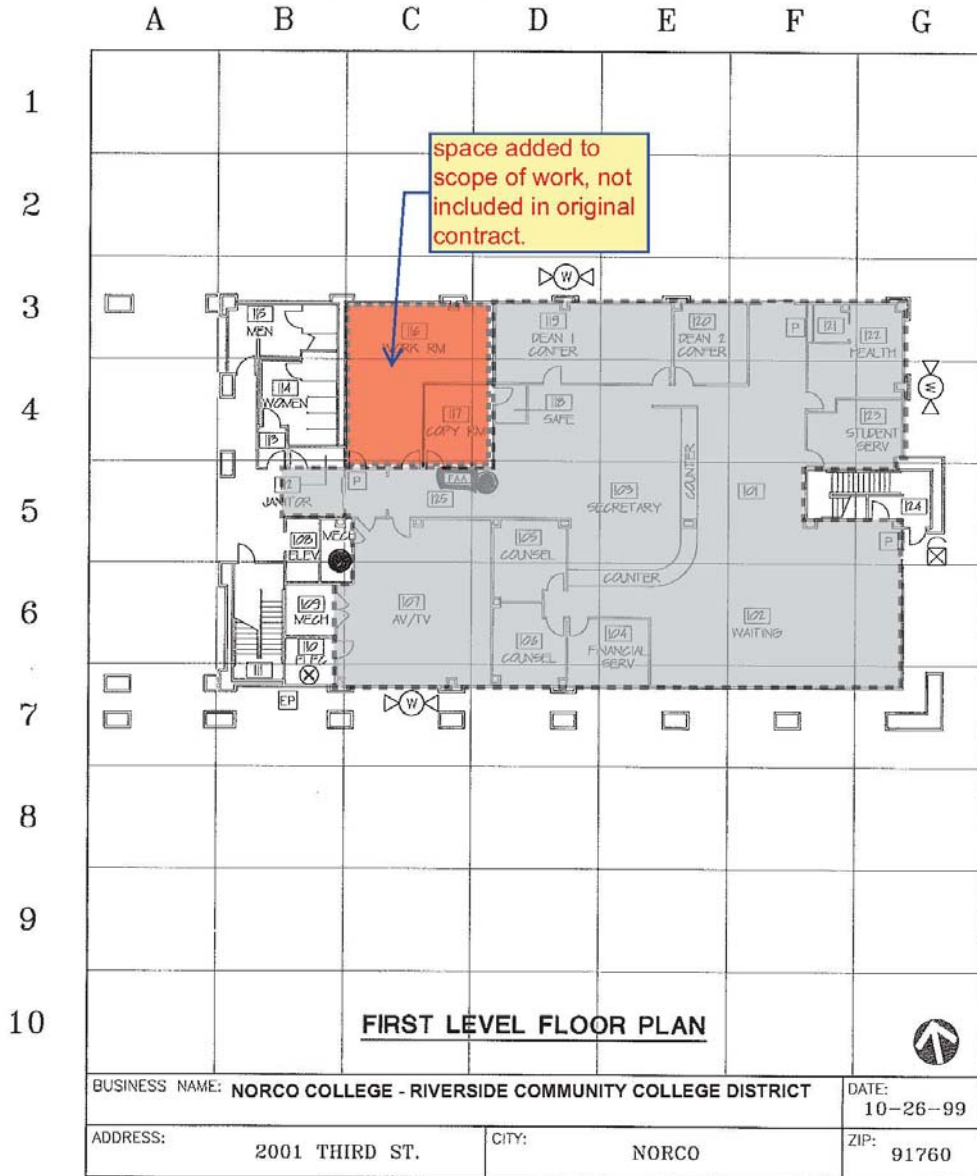
<b>BUILDING E</b>
FIRST FLOOR
TIGERS' DEN

# DIAGRAM "G"

## NORCO COLLEGE

### RIVERSIDE COMMUNITY COLLEGE DISTRICT

(You may photocopy this map if necessary)



SHEET 1 of 2

<b>BUILDING A</b> <b>FIRST FLOOR</b> <b>STUDENT SERVICES</b>
--

BUSINESS NAME: NORCO COLLEGE - RIVERSIDE COMMUNITY COLLEGE DISTRICT		DATE: 10-26-99
ADDRESS: 2001 THIRD ST.	CITY: NORCO	ZIP: 91760





## ATTACHMENT "B"



Information Technology Solutions, LLC  
760-369-8418  
Network, AV, ESS, BAS  
Specialists



Monday, February 08, 2010  
Page 1 of 2

### ADDITIONAL SERVICES PROPOSAL

Through several recent client meetings the flowing items have been requested by Riverside Community College to be added into the plan sets supporting Information Technology and Audio Visual Systems.

#### DESCRIPTIONS

##### **1. Outside Plant Campus Cabling Infrastructure**

1. Coaxial- Design new coaxial backbone cabling system from the campus point of connection to each of the SE buildings.
2. Fiber Optic Cabling System-Design new FO backbone system for all 5 buildings.
3. OSP Shielded Copper Exchange Cable.
4. Items 2 and 3 are complicated by the need to activate service via the current point of service location, the swing space location, as well as have consideration in the design to transition these services and systems to the new NOC location when constructed.
5. *Current Budget Projection for this work: \$389,855.00*
  1. *Construction Documents: \$18,234.00 (Soft Costs)*

##### **2. Swing Space**

1. Provide support services in the planning and relocation of the Network Operations Center from the Humanities 2<sup>nd</sup> Floor, to a temporary location currently planned for (2) Telecommunication Rooms of the Industrial Technology Building and also the 1<sup>st</sup> floor of the Humanities Building.
2. *Current Budget Projection for this work: \$\$ must be absorbed into existing budget. Estimated site prep costs are unknown at this time.*
  1. *Soft Costs: \$1,500.00*

##### **3. Replacing Emergency Phone(s)**

1. Replace current blue phones.
2. *Current Budget Projection for this work: Must be absorbed within current allocations for either premise cabling (Group I) or IT Equipment (Group II).*
  1. *Construction Documents: No Charge*

##### **4. Develop Group II AV Bid Package, and support for development of IS Group II requirements to be done by RCC IS staff in-house.**

1. *Current Budget Projection for this work:*
  1. *Audio Visual Grp II: \$775,502.00*



Information Technology Solutions, LLC  
760-369-8418  
Network, AV, ESS, BAS  
Specialists



1. *Construction Documents: \$14,322.00 (Soft Costs)*
2. *Network Systems Grp II: \$1,174,000.00*
  1. *Requirements Development/Support: \$3,500.00 (Soft Costs)*

**5. Additional Premise Cabling**

1. IT premise cabling (workstation) outside the project area is to be replaced and ran to the new Telecommunications Room. This requires research of old plan sets for pathway and location information, field verification and incorporation into the plan set.
2. *Current Budget Projection for this work: Must be absorbed within current allocations for premise cabling under Group I.*
  1. *Field Work/Construction Documents: No Charge*

**6. Outdoor Display**

1. An outdoor display outside of the Art Gallery has been requested to promote the activities of the Gallery, and double as digital signage.
2. *Current Budget Projection for this work: Part of line #6 under Group I, and line #2 under Group II.*
  1. *Construction Documents: No Charge*

**7. Additional AV Projectors and Screens**

1. Additional projectors and screens are recommended for locations that fall outside the manufactures recommended viewing angles. See ITS developed diagrams on viewing angles for all affected rooms.
2. *Current Budget Projection for this work: Must be absorbed within current allocations for AV.*
  1. *Construction Documents: No Charge*

Total of Additional Services: \$37,556.00

END

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-4

Date: June 15, 2009

Subject: Norco Operations Center

Background: On December 15, 2009, the Board of Trustees approved the scope design of the Operations Center at the Norco College, a tentative project budget of \$16,834,625 using District Measure “C” funds, approved the project being delivered using Construction Management Multiple Prime contracting, and approved an agreement with Tilden Coil Constructors, Inc. (TCC) to provide construction management services in an amount not to exceed \$1,550,013.

Staff now requests approval of an amendment with Tilden Coil Constructors, Inc. for Building Information Modeling (BIM) coordination services for the Operations Center at the Norco College in an amount not to exceed \$28,152. BIM coordination services include utilizing the architectural, structural and mechanical/electrical/plumbing Revit Models (created by the design team) to create fabrication models for the HVAC, plumbing, electrical and fire protection trades. TCC will also perform clash detection and resolutions between trades. Upon completion TCC will produce coordinated shop drawings with the prime contractors. The benefits of performing BIM services creates a more efficient set of coordinated documents prior to going to bid, which can lower error and omission change order percentages and scheduling efficiencies. Attached is the amendment for the Board’s review and consideration. The agreement with Tilden Coil Constructors, Inc., including this amendment and reimbursable expenses, totals \$1,578,165.

To be funded by the Board approved project budget using District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve Amendment No. 1 with Tilden Coil Constructors, Inc. in an amount not to exceed \$28,152 for Building Information Modeling coordination services; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Brenda Davis  
President, Norco College

Curt Mitchell  
Vice President, Business Services, Norco College

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



FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
TILDEN COIL CONSTRUCTORS, INC.  
*(Norco Operations Center)*

This document amends the original agreement between the Riverside Community College District and Tilden Coil Constructors, Inc., which was approved by the Board of Trustees on December 15, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$28,152, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 16, 2009. Payments and final payment shall coincide with the original construction management 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.

TILDEN COIL CONSTRUCTORS, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project:           Operations Center  
                      Norco College

### SCOPE OF WORK:

Tilden Coil Constructions, Inc. (TCC) will provide BIM coordination services for the Operations Center project at the Norco College. TCC will utilize the architectural, structural and mechanical/electrical/plumbing revit models (created by the design team) to create fabrication models for the HVAC, plumbing, electrical and fire protection trades. TCC will also perform clash detection and resolutions between trades. Upon completion TCC will produce coordinated shop drawings with the prime contractors.

The benefits of performing BIM services creates a more efficient set of coordinated documents prior to going to bid, which can lower error and omission change order percentages and scheduling efficiencies.

Below are the estimated man hours to complete the scope of work identified above. Utilizing the hourly rate of \$138.00 and a total of 204 man hours, TCC proposes a fixed fee of \$28,152 to perform the BIM coordination services. The detailed hours are as follows:

<i>BIM Fabrication Models</i>	<i>3D Model Hours</i>	<i>Shop Drawing Hours</i>
HVAC	38	12
Plumbing	38	12
Electrical	30	12
Fire Protection	34	12
Coordination Meetings	16	
<b>TOTAL:</b>	<b>156</b>	<b>48</b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-5

Date: June 15, 2010

Subject: Wheelock Gymnasium, Seismic Retrofit

Background: On December 9, 2008, the Board of Trustees approved an agreement with GKK Works (GKK) in the amount of \$1,360,000 to provide design services for the development of design, working drawings, specifications, and a project cost estimate for the Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) project located at the Riverside City College. On June 16, 2009, staff presented to the Board of Trustees the project design for consideration which approved a tentative budget for the Wheelock Gymnasium, Seismic Retrofit project in the amount of \$18,411,120. On November 17, 2009, the Board of Trustees approved Amendment No. 1 with GKK for design services of an added automatic fire sprinkler system in an amount not to exceed \$24,700, totaling GKK's agreement to \$1,384,700.

Staff now requests approval of Amendment No. 2 with GKK in the amount of \$55,152 for design and engineering of a security system for the Wheelock Gymnasium, Seismic Retrofit project. The services include security consulting, architectural, and electrical engineering services to design and prepare security plans and specifications for the project. The amendment is attached for the Board's review and consideration. The GKK Works agreement, including all amendments and reimbursable expenses, totals \$1,439,852.

To be funded by the Board-approved project budget contingency, District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 2 with GKK Works in an amount not to exceed \$55,152 for design and engineering of a security system for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris, Acting President  
Riverside City College

Norm Godin, Vice President, Business Services  
Riverside College

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

Michael J. Stephens, Capital Program Administrator  
Facilities Planning, Design and Construction

SECOND (2) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
GKK WORKS  
*(Wheelock Gymnasium, Seismic Retrofit - Riverside City College)*

This document amends the original agreement and Amendment No. 1, between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on December 9, 2008 and November 17, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$55,152, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 9, 2008, to the estimated completion date of April 1, 2011. 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. 2 as of the date written below.

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Kris Kay  
Principle of Higher Education  
2355 Main St., Ste. 220  
Irvine, CA 92614

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### PROFESSIONAL SUPPLEMENTAL SERVICES FOR DESIGN AND ENGINEERING OF SECURITY SYSTEM

#### SUMMARY OF SERVICES:

GKK Works to provide Security Consulting Services, Architectural, and Electrical Engineering services to design and prepare security plans and specifications for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College.

1. Design Phase:
  - A. Participate in one (1) meeting with District and RCCD Police to discuss the requirements and applications of the security systems likely to be deployed.
  - B. Provide recommendations of security systems for this project, for the District's review and acceptance.
  - C. Prepare a basis-of-design document including the security system conceptual design elements.
  - D. Provide an estimated budget based on the number of locations and devices included in the design for District review.
  - E. Provide Design Development level door and hardware schedule for District review.
  - F. Provide Electronic Security Systems Riser Diagram.
  - G. Provide Site and Floor plan indicating device locations.
  - H. Provide Technology Space Layouts for equipment racks.
  - I. Provide Design Development level Specifications for District review.
  
2. Construction Document Phase:
  - A. Participate in two (2) meetings with District to finalize requirements for Security System.
  - B. Provide Door and Hardware Schedule with sequence of operation.
  - C. Finalize Security plans for the project site and each floor level.
  - D. Coordination and review of security related items with Architectural, Mechanical, electrical, and IT systems.
  - E. Prepare Final Construction Specifications.
  
3. CONSTRUCTION PHASE Support Services including:
  - A. Assisting with identification of qualified bidders for the security portion, as the installers must be certified by the manufacturers of the systems that RCCD has selected.
  - B. Respond to security related RFIs.
  - C. Review security related submittals.
  - D. Review of the record Drawing documentation and testing sheets prior to final testing.
  - E. Participation in final testing and creating of the security related punch list.

- F. Verify completion of the punch list items.
- G. Coordination with RCCD administration and the installation contractor regarding end-user training, database updates, and related items.
- H. Coordination with RCCD Police Department for planning and the addition of the monitoring of these points.
- I. Coordination with District's Information Services department regarding the activation of the connections for the equipment to the RCCD network.

4. COMPENSATION

Original Agreement		\$1,360,000.00
Amendment No. 1		\$24,700.00
Amendment No. 2		\$55,152.00
<i>Security Consultant</i>	<i>\$45,000.00</i>	
<i>Electrical Engineering</i>	<i>\$2,900.00</i>	
<i>Architectural</i>	<i>\$6,452.00</i>	
<i>Reimbursable Expenses</i>	<i>\$800.00</i>	
<b>Total Agreement Amount:</b>		<b>\$1,439,852.00</b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-6

Date: June 15, 2010

Subject: Recommended Firms for Construction Management Services

Background: On December 15, 2009, the Riverside Community College District (District) advertised a Request for Qualifications (RFQ's) for construction management services to assist the District in managing and executing future construction projects. Twenty-three (23) responses were submitted by various companies on January 19, 2010. On March 16, 2010, the Board of Trustees was presented with the construction management firms who were recommended to be interviewed on April 12, 2010 and April 13, 2010.

Staff has now concluded the interview process and presents to the Board of Trustees five (5) construction management firms who have been selected. The construction management firms selected below will supersede the prior list and remain in effect for three years, or until the Board of Trustees sees fit to solicit new construction management firms. The firms selected are recommended for future project assignments on an individual, as needed bases. Individual agreements will be brought forward for Board of Trustees approval prior to commencement of work on District projects.

<u>Firm</u>	<u>Location</u>
Barnhart, Inc.	Riverside
Bernards Builders Management Services	Ontario
C.W. Driver	Ontario
Rudolph and Sletten, Inc.	Irvine
Tilden Coil Constructors, Inc.	Riverside

Recommended Action: It is recommended that the Board of Trustees approve Construction Management Firms: Barnhart, Inc., Bernards Builders Management Services, C.W. Driver, Rudolph and Sletten, Inc., and Tilden Coil Constructors, Inc. for future District project assignments on an individual, as needed basis; approve the five (5) firms to supersede the prior list and to remain in effect for three years or until the Board of Trustees sees fit to solicit new Construction Management Firms.

Gregory W. Gray  
Chancellor

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

Michael J. Stephens  
Capital Program Administrator, Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MORENO VALLEY COLLEGE

Report No.: VII-B-1

Date: June 15, 2010

Subject: 2010-2011 Moreno Valley College Catalog

Background: The catalog has been revised and updated to incorporate changes in curriculum, as well as adoptions, deletions and revisions to courses and programs that reflect Board actions in the 2010-2011 academic year.

Recommended Action: It is recommended that the Board of Trustees approve the 2010-2011 Moreno Valley catalog as submitted.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez  
President, Moreno Valley College

Ray Maghroori  
Vice Chancellor, Academic Affairs



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
NORCO COLLEGE

Report No.: VII-B-2

Date: June 15, 2010

Subject: 2010-2011 Norco College Catalog

Background: This catalog has been revised and updated to incorporate changes in curriculum, as well as adoptions, deletions and revisions to courses and programs that reflect Board actions in the 2010-2011 academic year.

Recommended Action: It is recommended that the Board of Trustees approve the 2010-2011 catalog as submitted.

Gregory W. Gray  
Chancellor

Prepared by: Brenda Davis  
President, Norco College

Ray Maghroori  
Vice Chancellor, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE

Report No.: VII-B-3

Date: June 15, 2010

Subject: 2010-2011 Riverside City College Catalog

Background: The catalog has been revised and updated to incorporate changes in curriculum, as well as adoptions, deletions and revisions to courses and programs that reflect Board actions in the 2010-2011 academic year.

Recommended Action: It is recommended that the Board of Trustees approve the 2010-2011 Riverside City College catalog as submitted.

Gregory W. Gray  
Chancellor

Prepared by: Tom K. Harris, Jr.  
Acting President, Riverside City College

Ray Maghroori  
Vice Chancellor, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-B

DATE: June 15, 2010

Subject: Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation – Resolution No. 63-09/10

Background: The Board is requested to adopt an Order of Election by the Registrar of Voters and the County Superintendent of Schools.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 63-09/10, Order of Election – Resolution Ordering Consolidated Governing Board Member Biennial Election, Specifications of the Election Order, and Request for Consolidation for the November 2, 2010 Election, and the District shall not bear the cost of printing and handling Candidates Statements limited to 200 words; and the Board President shall sign the Resolution.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 63-09/10

ORDER OF ELECTION

OF RIVERSIDE COMMUNITY COLLEGE DISTRICT,  
RIVERSIDE COUNTY, CALIFORNIA

RESOLUTION ORDERING CONSOLIDATED GOVERNING BOARD MEMBER  
BIENNIAL ELECTION, SPECIFICATIONS OF THE  
ELECTION ORDER, AND REQUEST FOR CONSOLIDATION

WHEREAS, Section 5300 of the Education Code states that school district elections shall be governed by the Elections Code; and

WHEREAS, Section 1302(b) of the Elections Code allows for a governing board election to be held biennially on the first Tuesday after the first Monday in November of each even-numbered year to fill the offices of governing board members whose terms expire on the first Friday of December next succeeding the election;

IT IS THEREFORE RESOLVED that, the County Superintendent of Schools of this county is hereby ordered to call an election for said purpose, and in accordance with the designations contained in the following specifications of the election order made under the authority of Education Code Section 5322;

IT IS FURTHER ORDERED that, pursuant to Education Code Section 5340 and Elections Code Section 1302(b)(3), the officer conducting the election shall cause said election to be consolidated with governing board elections being held on the same day by the school or community college district having area in common with this district.

The election shall be held on Tuesday, November 2, 2010.

The purpose of the election is to elect three (3) members of the governing board for a full term ending December 5, 2014, to the offices now held by the following members:

Virginia Blumenthal  
Janet Green  
Jose Medina

IT IS FURTHER RESOLVED THAT, pursuant to Elections Code Section 13307, candidates requesting a Candidates Statement, limited to 200 words, printed and mailed to the voters, shall be required to pay the actual prorated cost thereof.

IT IS FURTHER ORDERED THAT, pursuant to Education Code Section 5322, the clerk of the District is hereby directed to furnish copies of this Order to the County Superintendent of Schools and the officer conducting this election not less than 123 days prior to the date of the election.

The foregoing Resolution and Order was adopted and affirmed by the governing board of Riverside Community College District of Riverside County, California, being the board authorized by law to make the designations contained therein, by a formal vote as follows:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

June 15, 2010

\_\_\_\_\_

Date

\_\_\_\_\_

President, Board of Trustees

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*State of California)*

*ss*

*County of Riverside)*

Certification

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by the Governing Board named therein at a duly constituted regular meeting of the Governing Board held on June 15, 2010 as it appears upon the minutes of said meeting.

June 15, 2010

\_\_\_\_\_

Date

\_\_\_\_\_

President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-C

Date: June 15, 2010

Subject: Board Self Evaluation – Reporting Out

Background: At a special Board meeting held May 17, 2010, the Board of Trustees conducted their annual self-evaluation with Chancellor Gray facilitating. Prior to the meeting, each Board member was provided with an evaluation packet that included BP 2745-Board Self Evaluation, a self-assessment tool, a compilation of Board presentations, and a summary of Board activities for the previous 12 months. Additionally, a summary and reporting of 2009 outcomes were included in the packet. The assessment tool and summary were categorized into the seven dimensions of effectiveness contained within the Board's policy. Prior to the special Board meeting, each of the Trustees completed the assessment tool by evaluating the Board as a whole. These assessments were completed individually and submitted to the Chancellor's Office. The Chancellor's Office compiled an aggregated evaluation sheet with a summary of the aggregated findings, similar to what was conducted in 2009. Additionally, a comparative analysis over the past 12 months was included, as the self assessment tool was the same one used in 2009, and provides a baseline for the 12-month period.

As in 2009, the rankings were fairly consistent amongst the board members, with most rankings, primarily between 3-5. As such, the composite results reflect positive rankings of Strongly Agree/Highly Rated Dimensions (4.0 or higher) in:

- Segments of Board Organization, related to:
  - Achieving District Goals
  - Upholding Board Decisions
  - Receiving input to the Board
  - Board Involvement in Accreditation
- Commitment to Learners
- Constituency Interface
- Community College System Interface
- Economic/Political System Interface
- District Policy Leadership
- Management Oversight
- Guardianship

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

- Segments of Board Organization, related to:
  - Board Operates as a Unit
  - Board Meetings are Orderly and Efficient
  - Board Understands its Role
  - Board Knowledge of History, Culture and Value of District

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-C

Date: June 15, 2010

Subject: Board Self Evaluation – Reporting Out (Continued)

- Commitment to Learners – Board Reviews Reports on Student Success & Outcomes
- Constituency Interface – Board members Adhere to Protocols with External Relations
- Management Oversight – Board has Clear Protocols for Communicating with Staff/Chancellor

There were no dimensions ranked below 3.2, with 3.0 ranking equating to “Somewhat Agree”.

Overall, the results of the 2010 Board Self Assessment show a high or favorable ranking to the board in the seven dimensions ranked numerically. However, final numerical rankings show only one measurement. With the comparative ranking to the Board’s assessment in 2009, it is easy to see areas where the Board saw measureable advancements in certain dimensions; and conversely, dimensions where measureable reductions in ranking from the board members for the past 12 months. Many dimensions received positive increases from 2009, and included most notably:

- Segments of Board Organization, related to:
  - Agendas Contain Sufficient Information for Review and Decision
  - Board Meetings Allow Time for Constituency Input
  - Members Uphold Board Decisions
  - Board Regularly Reviews the District’s Mission Statement
  - Board is Appropriately Involved in the Accreditation Process
- Segments of Commitment to Learners, related to:
  - Board Demonstrated a Concern for the Success of All Students
  - Board Monitors the Effectiveness of the District Fulfilling its Mission
- Constituency Interface – Board Actively Supports the Foundation and Fundraising
- Community College Interface – Board Supports Development of Educational Partnerships
- Economic/Political Interface – Board Agendas Contain State Policy Issues
- Segments of District Policy Leadership, related to:
  - Board Focuses on Policy
  - Board Involved in Defining Vision, Mission, and Goals of District
  - Policy Recommendations are Clear, Accurate and Appropriately Studied

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-C

Date: June 15, 2010

Subject: Board Self Evaluation – Reporting Out (Continued)

- Board, via Chancellor, Seeks Advise in Developing Policy
- Board Seeks Input from Constituencies
- Board Discusses Issues Openly and Actively
- Board Understands its Policy Role and Differentiation from Role of Chancellor/Staff
- Segments of Management Oversight, related to:
  - Board Provides Support to Chancellor
  - Board Annually Evaluates Chancellor
  - Board & Chancellor Have Mutual Trust & Respect
  - Board Encourages Professional Growth of Chancellor
  - Board is Adequately Informed by Chancellor of Important District Issues
- Segments of Guardianship, related to:
  - Board Assures District Budget Reflects Mission and Plans
  - Board Supports and Assist in External Funding
  - Board Assures that Budget is Linked to Planning

Limited dimensions experience reduced rankings, and they included:

- Segments of Board Organization, related to:
  - Board Meetings are Orderly and Efficient
  - Board Operates as a Unit
  - Board Operates without Conflict of Interest
  - Board is Knowledgeable about District History, Culture and Values
- Economic/Political Interface – Board Attends National Events
- Management Oversight – Board Has Clear Protocols for Communicating with Chancellor/Staff

In June 2009, when the Board reported out the result of the 2009 Self Assessment, the Board planned to:

- Meet with the new chancellor to set goals, priorities and protocols for the coming year.
- Will work with new chancellor to define and adhere to the Board's policy role and the role of chancellor as chief administrator.
- Board will calendar self-evaluations to occur annually in May
- Board Committee Chairs and co-chairs will meet with staff to discuss and plan out possible agenda items and topics for future meetings and place priorities.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Report No.: X-C

Date: June 15, 2010

Subject: Board Self Evaluation – Reporting Out (Continued)

Recommended Action: It is recommended that the Board of Trustees report out the findings of the annual self-evaluation; that the Board, during its self evaluation at the May 2010 meeting, concluded that it had reached and/or met the four objectives set for themselves in 2009. Furthermore, based upon the 2010 Self Assessment review at the May 2010 meeting, the board has established the following objectives for themselves for this next 12-month period of board self-evaluation.

1. Board will continue to provide leadership, in its appropriate role, in the continued development of the three accredited college district.
2. Board supports an environment at RCCD which embraces, supports and celebrates its diversity, equality and equal employment opportunities, and will monitor progress and advancement in these areas.
3. Board will support and share the work and efforts of developing outside resources to the District, primarily through the work and support of Riverside Community College District Foundation; and will work with and support the foundation and chancellor in advancing a campaign that furthers the needs and opportunities of the district.
4. Board will support Riverside School for the Arts, and advancement of the District in arts and media.
5. Board will continue to advance the mission of the Innovative Learning Center at Stokoe, and supports the Center's evolution to fulfill its unique agenda, and support measures that advance the operational agenda.
6. Board will advance the fiscal accountability of the District, and will assure that a balanced budget is passed for 2010-2011, and implemented, accordingly.
7. Board will continue to supports the existing relationships and partnerships of the district, and look to build new collaborations that further the role and mission of the District; inclusive of their relationships as trustees and the board, as a whole.
8. Board will continue to support student success and encourage the development of programs that advance the success of students, in the multitude platforms and means utilized.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

## Riverside Community College District Board of Trustees May 2010 Board Self Assessment Outcomes

### Process

Each Riverside CCD trustee completed a Board Self-Assessment Form, which consisted of 69 items that reflected the seven dimensions of board effectiveness defined by Board Policy. As background information, they received a report of board actions and activities over the past year related to the dimensions, and the results of the 2009 Board Self Assessment.

The results of assessment indicated that the board members agree that they perform the functions in the seven dimensions of Board effectiveness. With some exceptions, all members rated all items from 3 to 5 (somewhat agree to strongly agree). 62 of the 69 items received an average of 4.0 and higher 53 of those were 4.5 or higher, indicating strong agreement. Seven items were rated between 3.2 – 3.8 (somewhat agree to agree).

The results were presented at a special meeting of the Board of Trustees held May 17, 2010 and facilitated by Chancellor Gray.

### Discussion

The board affirmed its high ratings in the following dimensions of board effectiveness, recognizing that trustees are active in the community, knowledgeable about educational policy issues, maintain a student-centered focus, and are willing and able to be effective advocates for the district.

- Commitment to Learners
- Constituency Interface
- Community College System Interface
- Economic/Political System Interface
- District Policy Leadership
- Management Oversight
- Guardianship

Board members noted their pride in its strengths and accomplishments this past year. Because the same assessment tool was used in 2009, the board was able to assess their rankings relative to the prior year rankings. This included several areas of progress, in particular with leadership and management oversight, and limited areas of reduced ranking in segments of board organization. Overall, the Board noted their efforts in being committed to students, advancing partnerships, recognizing diversity, and knowledge of the district. The Board further celebrated their accomplishments, most notably navigating through a difficult budget year, the hiring and working with a new chancellor, and becoming a multi-college district with the accreditation of Moreno Valley College and Norco College.

## Outcomes

The board reviewed the four objectives set in 2009 and noted the successful achievement of all four. In review and response to the board self assessment tool, the Board set eight objectives for the next 12-month board self assessment period.

1. *Board will continue to provide leadership, in its appropriate role, in the continued development of the three accredited college district.*
2. *Board supports an environment at RCCD which embraces, supports and celebrates its diversity, equality and equal employment opportunities, and will monitor progress and advancement in these areas.*
3. *Board will support and share the work and efforts of developing outside resources to the District, primarily through the work and support of Riverside Community College District Foundation; and will work with and support the foundation and chancellor in advancing a campaign that furthers the needs and opportunities of the district.*
4. *Board will support Riverside School for the Arts, and advancement of the District in arts and media.*
5. *Board will continue to advance the mission of the Innovative Learning Center at Stokoe, and supports the Center's evolution to fulfill its unique agenda, and support measures that advance the operational agenda.*
6. *Board will advance the fiscal accountability of the District, and will assure that a balanced budget is passed for 2010-2011, and implemented, accordingly.*
7. *Board will continue to supports the existing relationships and partnerships of the district, and look to build new collaborations that further the role and mission of the District; inclusive of their relationships as trustees and the board, as a whole.*
8. *Board will continue to support student success and encourage the development of programs that advance the success of students, in the multitude platforms and means utilized.*

Overall, the board evaluated the board self-assessment process as useful and appreciated the background information provided by staff. Additionally, the comparative analysis from the review in 2009 to this year's review allowed the board to assess areas of progress and further accomplishment, while focusing on areas of greater need of attention and advancement.

## Summary of 2010 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, the results were tabulated and a comparative ranking to the board's evaluation in 2009 can be made.

As in 2009, the ranking were fairly consistent amongst the board members, with most rankings, primarily between 3-5. As such, the composite results reflect positive rankings of Strongly Agree/Highly Rated Dimensions (4.0 or higher) in:

- Segments of Board Organization, related to:
  - Achieving District Goals
  - Upholding Board Decisions
  - Receiving input to the Board
  - Board Involvement in Accreditation
- Commitment to Learners
- Constituency Interface
- Community College System Interface
- Economic/Political System Interface
- District Policy Leadership
- Management Oversight
- Guardianship

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

- Segments of Board Organization, related to:
  - Board Operates as a Unit
  - Board Meetings are Orderly and Efficient
  - Board Understands its Role
  - Board Knowledge of History, Culture and Value of District
- Commitment to Learners – Board Reviews Reports on Student Success & Outcomes
- Constituency Interface – Board members Adhere to Protocols with External Relations
- Management Oversight – Board has Clear Protocols for Communicating with Staff/Chancellor

There were no dimensions ranked below 3.2, with 3.0 ranking equating to "Somewhat Agree".

Overall, the results of the 2010 Board Self Assessment show a high or favorable ranking to the board in the seven dimensions ranked numerically. However, final numerical rankings show only

one measurement. With the comparative ranking to the board's assessment in 2009, it is easy to see areas where the board saw measurable (+0.4 or more points, shown with **blue numbers**) favorable advancements in certain dimensions; and conversely, dimensions where measurable reductions (-0.4 or more points shown in **red numbers**) in ranking from the board members for the past 12 months.

Many dimensions received positive increases from 2009, and included most notably:

- Segments of Board Organization, related to:
  - Agendas Contain Sufficient Information for Review and Decision
  - Board Meetings Allow Time for Constituency Input
  - Members Uphold Board Decisions
  - Board Regularly Reviews the District's Mission Statement
  - Board is Appropriately Involved in the Accreditation Process
- Segments of Commitment to Learners, related to:
  - Board Demonstrated a Concern for the Success of All Students
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  - Board Focuses on Policy
  - Board Involved in Defining Vision, Mission, and Goals of District
  - Policy Recommendations are Clear, Accurate and Appropriately Studied
  - Board, via Chancellor, Seeks Advice in Developing Policy
  - Board Seeks Input from Constituencies
  - Board Discusses Issues Openly and Actively
  - Board Understands its Policy Role and Differentiation from Role of Chancellor/Staff
- Segments of Management Oversight, related to:
  - Board Provides Support to Chancellor
  - Board Annually Evaluates Chancellor
  - Board & Chancellor Have Mutual Trust & Respect
  - Board Encourages Professional Growth of Chancellor
  - Board is Adequately Informed by Chancellor of Important District Issues
  
- Segments of Guardianship, related to:
  - Board Assures District Budget Reflects Mission and Plans
  - Board Supports and Assists in External Funding
  - Board Assures that Budget is Linked to Planning

Limited dimensions experience reduced rankings, and they included:

- Segments of Board Organization, related to:
  - Board Meetings are Orderly and Efficient
  - Board Operates as a Unit
  - Board Operates without Conflict of Interest
  - Board is Knowledgeable about District History, Culture and Values
- Economic/Political Interface – Board Attends National Events
- Management Oversight – Board Has Clear Protocols for Communicating with Chancellor/Staff

Additionally, some areas show a spread of rankings (across three segments, shown in the highlighted yellow). These marks were the individual rankings, or perceptions of board members are not as congruent, as some of the other dimension. Equally, the dimensions with the highlighted blue rankings show areas were the board, as members are primarily congruent with each other.

In June 2009, when the board reported out the result of the 2009 Self Assessment, the Board planned to:

- Meet with the new chancellor to set goals, priorities and protocols for the coming year.
- Will work with new chancellor to define and adhere to the Board's policy role and the role of chancellor as chief administrator.
- Board will calendar self-evaluations to occur annually in May
- Board Committee Chairs and co-chairs will meet with staff to discuss and plan out possible agenda items and topics for future meetings and place priorities.

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 COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-D

DATE: June 15, 2010

Subject: Resolution No. 64-09/10 - Resolution for the Board of Trustees in  
Recognition of Riverside County Undersheriff Valerie Hill

Background: Valerie Hill, Undersheriff of Riverside County, is retiring from the County of Riverside, after 31 years of dedicated leadership and service to the community. The Board of Trustees wishes to recognize and congratulate Ms. Hill, as the second highest ranking officer of the Riverside County Sheriff's office.

Recommended Action: It is recommended that the Board of Trustees adopt the resolution recognizing and congratulating Undersheriff Valerie Hill for her professional achievements and commitment to community service and mentoring.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 64-09/10

RESOLUTION FOR THE BOARD OF TRUSTEES  
IN RECOGNITION OF UNDERSHERIFF VALERIE HILL

WHEREAS, Valerie Hill has served Riverside County for more than 31 years as an officer and administrator in the Riverside County Sheriff's Department; and

WHEREAS, during her law enforcement career she has served in the communities of Lake Elsinore, Jurupa, Moreno Valley, and Riverside; and,

WHEREAS, she has held positions of increasing responsibility, becoming the Department's first female hostage negotiator, field training officer, assistant sheriff, and undersheriff; and,

WHEREAS, her community service extends beyond her official duties and has included tenure on governing boards for Operation Safe House, Riverside Area Rape Crisis Center, YWCA, and the Kiwanis Club of Riverside; and,

WHEREAS, in her professional and civic life, Undersheriff Valerie Hill has served as a role model and mentor for young women within the department and out in the community; and,

WHEREAS, her community involvement has been recognized by many organizations including the YWCA (2002 Woman of Achievement), Soroptimist International (2005 Golden Key Award), and the Law Enforcement Appreciation Committee (2007 Lifetime Achievement Award); and,

WHEREAS, Undersheriff Hill provides leadership in the region's largest law enforcement agency, which is a principal partner with Riverside Community College District at the Ben Clark Public Safety Education Training Center;

NOW, THEREFORE THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE TO CONGRATULATE UNDERSHERIFF VALERIE HILL, AND RECOGNIZE HER DEDICATED LEADERSHIP AND SERVICE TO OUR COMMUNITY.

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