

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
February 24, 2009 - 6:00 p.m. – Student Services Foyer, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8804 as far in advance of the meeting as possible.

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

- I. Approval of Minutes - Regular Meeting of January 27, 2009
Special Meeting of January 30, 2009
- II. Chancellor’s Reports
 - A. Communications
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.
Information Only
 1. “Presentation by the Moreno Valley Community Health Foundation”
– Dr. Irving G. Hendrick, Interim Chancellor
- III. Student Report
- IV. Comments from the Public
- V. Consent Items
 - A. Action
 1. Personnel
- Appointments and assignments of academic and classified employees.
 - a. Academic Personnel

1. Appointments
 - (a) Management (None)
 - (b) Contract Faculty
 - (c) Long-Term, Temporary Faculty
 - (d) Special Assignments
 - (e) Extra-Curricular Activities, Academic Year 2008-2009
 2. Transfer Request
 3. Salary Reclassification
 4. Recommendation Not To Reemploy – Non-Tenure Track Employees in Categorically Funded Faculty Positions
 5. Recommendation Not to Reemploy – Educational Administrator in Categorically Funded Position
 6. Recommendation Not to Reemploy – Temporary Employees
 7. Request for Reduced Workload
- b. Classified Personnel
1. Appointments
 - (a) Management/Supervisory
 - (b) Management/Supervisory – Categorically Funded (None)
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Short Term
 - (f) Temporary As Needed Student Workers
 - (g) Special Assignments

2. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
 3. Leave for Military Reserve Duty
 4. Request for Temporary Increase in Workload
 5. Request to Rescind Appointment
 6. Non-Continuance of Categorical Funds
 7. Separation
2. Purchase Order and Warrant Report—All District Funds
- Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
 3. Budget Adjustments
 - a. Budget Adjustments
- Request approval of various budget transfers between major object codes as requested by administrative personnel.
 - b. Resolutions to Amend Budget
 1. Resolution to Amend Budget – Resolution No. 31-08/09 2008-2009 CTE Enrollment Growth and Retention ADN-RN Program
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
 2. Resolution to Amend Budget – Resolution No. 32-08/09 2008-2009 CTE Community Collaborative Project
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
 3. Resolution to Amend Budget – Resolution No. 33-08/09 2008-2009 Basic Skills/ESL Program
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
 - c. Contingency Budget Adjustments
- Recommend approving, by a two-thirds vote, contingency budget transfers as presented.
 4. Bid Awards

- a. Award of Bid – Air Handler Replacement Life Science Building Project – Riverside Campus
- 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 \$76,700 – All District Funds
- Recommend ratifying the listing of the District’s contracts and agreements that are less than \$76,700, pursuant to Public Contract Code Section 20650.
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. Using Master Price Agreement for Purchasing - Lenovo
- Recommend approving the use of the Western States Contracting Alliance Agreement #A74813 to purchase Lenovo proprietary hardware, as needed, per the terms of the Master Price Agreement from September 1, 2007 to August 31, 2009.
 - c. Using Master Price Agreement for Purchasing – Hewlett Packard
- Recommend approving the use of the Western State Contracting Alliance Agreement #A63309 to purchase Hewlett Packard proprietary hardware, as needed, per the terms of the Master Price Agreement from September 1, 2007 to August 31, 2009.
 - d. Norco Industrial Building Project – Use of National Joint Powers Alliance Agreement
- Recommend approving the use of the subject agreement to purchase equipment from Steelcase, Inc. for the project.
 - e. Notice of Completion – Bradshaw Emergency Electrical Service Utility Repair Project
- Recommend accepting a project as complete, approving the execution of the Notice of Completion and authorizing its 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, 2008 through January 31, 2009.
 - 2. Measure C Project Commitments Summary Report
 - Informational report relative to Measure C general obligation bond financial activity through the period ended January 31, 2009.

Information Only

VI. Board Committee Reports

- A. Teaching and Learning Committee
 - 1. Agreement with Ramona Munsell & Associates Consulting, Inc. (Riverside)
 - Recommend approving the agreement to provide eligibility establishment and proposal development services.
 - 2. Agreement with Ramona Munsell & Associates Consulting, Inc. (Moreno Valley Campus)
 - Recommend approving the agreement to provide eligibility establishment and proposal development services.
 - 3. Agreement with Ramona Munsell & Associates Consulting, Inc. (Norco)
 - Recommend approving the agreement to provide eligibility establishment and proposal development services.

Recommended Action: Request for Approval

- B. Resources Committee
 - 1. ADA Transition Plan
 - Recommend approving a design services agreement with PSOMAS for an ADA transition plan using Measure C funds and authorizing the signing of the agreement.
 - 2. Norco Soccer Field Project (Phase I) – Change Order No. 1
 - Recommend approving a change order and authorizing signing of the order.
 - 3. Phase III – Norco/Industrial Technology Project – Change Order
 - Recommend approving a change order and authorizing signing of the order.

Recommended Action: Request for Approval

- C. Planning Committee

1. Center for Health, Wellness, and Kinesiology (Norco)
- Recommend approving an agreement with HMC Architects to provide final project proposals design services.
2. Health Science Center (Moreno Valley)
- Recommend approving an agreement with Steinberg Architects to provide final project proposals design services.
3. Life Science/Physical Science Reconstruction (Riverside)
- Recommend approving an agreement with HMC Architects to provide final project proposals design services.

Recommended Action: Request for Approval

D. Governance Committee

1. Revised and New Board Policies – First Reading
- Recommend accepting for first reading Board Policies 3100, 3550, 3710, 3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700, and 7348.

Recommended Action: Accept for First Reading

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the January 20, 2008 Board of Trustees Teaching and Learning, Planning, and Resources Committee meetings.

Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

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

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.
Information Only
- B. Update on Chancellor Search
- The Board will present an informational update.
Information Only
- C. Appointment of Individual to the Measure C Citizens’ Bond Oversight Committee
- Recommend consideration of application submitted for student representative on the committee.
Recommended Action: Appointment of Student Representative to the Measure C Citizens’ Bond Oversight Committee

XI. Closed Session

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.
Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF JANUARY 27, 2009

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:08 p.m. in Student Services 101, Moreno Valley Campus. CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina (arrived at 6:12 p.m.)
Mr. Mark Takano

Trustees Absent

Ms. Ruth Jones, Student Trustee

Staff Present

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

Guest(s)

Supervisor Marion Ashley, Riverside County Board of Supervisors
Ms. Ricki McManuis, President, RCCD Foundation

Ms. Ricki McManuis led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the special meeting of December 5, 2008. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF DECEMBER 5, 2008

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of December 9, 2008. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE REGULAR MEETING OF DECEMBER 9, 2008

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of December 16, 2008. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF DECEMBER 16, 2008

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the special meeting of December 23, 2008. Motion carried. (4 ayes, 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF DECEMBER 23, 2008

CHANCELLOR'S REPORTS

Dr. Hendrick introduced Riverside County Board of Supervisor Marion Ashley who presented the Board with a \$40,000 contribution to the RCCD Foundation for the John C. Coudures Scholarship.

“Presentation by Supervisor Marion Ashley” – Dr. Irving G. Hendrick, Interim Chancellor

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments, pulling the appointment for the District Emergency Planning and Preparedness Coordinator (Part-time Permanent – 50%); (Appendix No. 30)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,496,621 and District Warrant Claims totaling \$7,945,656; (Appendix No. 31)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 32)

Budget Adjustments

Approve adding the revenue and expenditures of \$10,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 27-08/09 2008-2009 Statewide Leadership Centers for International Trade Development

Approve adding the revenue and expenditures of \$50,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$9,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve adding the revenue and expenditures of \$9,640 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix No. 33)

Award a bid for the upgrades in the total amount of \$187,000, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Award a bid for miscellaneous steel and iron fabrication work on the project to Fence Corp, Inc., in the total amount of \$70,063, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Award a bid for the project, in the total amount of \$1,292,691, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Grant out-of-state travel as listed; (Appendix No. 34)

Ratify the listed contracts and agreements totaling \$397,130; (Appendix No. 27)

Resolution to Amend Budget – Resolution No. 28-08/09 2008-2009 CTE Entrepreneurship Career Pathways Program

Resolution to Amend Budget – Resolution No. 29-08/09 2008-2009 Game Art Mini-Grant Business/CIS Education Collaborative

Resolution to Amend Budget – Resolution No. 30-08/09 2008-2009 Foster Parent and Kinship Provider Training

Contingency Budget Adjustments

Award of Bid – Music, Cosmetology Buildings and Ceramics Bridge Upgrades – Riverside Campus

Award of Bid – Industrial Technology Center Project – Norco Campus

Award of Bid – Soccer Field Phase II - Norco Campus

Out-of-State Travel

Contracts and Agreements Report Less than \$72,400 – All District Funds

<p>Declare the property listed to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 36)</p>	<p>Surplus Property</p>
<p>Authorize the removal and addition of administrators to sign listed documents; (Appendix No. 37)</p>	<p>Signature Authorization</p>
<p>Adopt a nonresident tuition rate of \$190 per unit and a capital outlay surcharge fee rate of \$19 per unit for 2009-2010; and direct staff to promulgate these charges via the 2009-2010 catalog, schedule of classes, and other appropriate materials;</p>	<p>2009-2010 Nonresident Fees</p>
<p>Accept the project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the Notice;</p>	<p>Notice of Completion – Food Service Servery Equipment Project, Riverside Campus</p>
<p>Accept the project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the Notice.</p>	<p>Notice of Completion – Early Childhood Infant Toddler Playground Project, Riverside Campus</p>
<p>Motion carried. (5 ayes)</p>	
	<p>Information</p>
<p>In accordance with Board Policy 1042, the Interim Chancellor has accepted the resignations of Ms. Charissa Bowen, Emancipation Coach, effective January 23, 2009, for personal reasons, and Ms. Rita Somers, Reading Paraprofessional, effective January 15, 2009, for non-continuance of probationary period.</p>	<p>Separations</p>
<p>The Board received the summary of financial information from July 1, 2008-December 31, 2008.</p>	<p>Monthly Financial Report</p>
<p>The Board received for review and information a report on Measure C general obligation bond financial activity through the period ended December 31, 2008.</p>	<p>Measure C Project Commitments Summary Report</p>
<p>The Board received the information for the period ending December 31, 2008.</p>	<p>CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended December 31, 2008</p>

BOARD COMMITTEE REPORTS

Teaching and Learning

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings. Motion carried. (5 ayes)

Proposed Curricular Changes

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the agreement to fund this collaborative project with California Polytechnic University, Pomona, from October 1, 2008 through September 30, 2009, for an amount not to exceed \$253,640, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Subcontract Agreement with California Poly Pomona Foundation, Inc.

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the agreement to fund this collaborative project with California State University, San Bernardino, from October 1, 2008 through September 30, 2010, for an amount not to exceed \$227,945, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Subcontract Agreement with California State University, San Bernardino Foundation

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the agreement to provide workshops and supportive Independent Living Skills/Emancipation Services, from January 1, 2009 through June 30, 2011, for an amount of \$2,781,914, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Riverside County Department of Public Social Services

Resources

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement, the expenditure of project funds in an amount not to exceed \$5,785,165, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement, with the provision that the agreement end date may be extended without additional compensation. Motion carried. (5 ayes)

Riverside Nursing/Sciences Building Project – Multiple Prime Construction Management Agreement – Barnhart Inc., a Heery International Company

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the change order in the amount of \$101,658.13, authorize the use of Measure “C” funds, and authorize the Associate Vice Chancellor, Facilities Planning, Design and Construction, to sign the Change Order. Motion carried. (5 ayes)

District Modular Projects –
Moreno Valley Allied Health
Sciences and Riverside City
Campus – Change Order No. 2

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the amendment to the agreement in the amount of \$57,217.35, using Measure “C” Funds, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment with the provision that the agreement end date may be extended without additional compensation. Motion carried. (5 ayes)

District Modular Projects –
Inspection/Testing Services
Amendment – River City Testing

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the amendment for additional services to the agreement in the amount of \$162,370, using Measure “C” Funds, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment with the provision that the agreement end date may be extended without additional compensation. Motion carried. (5 ayes)

Moreno Valley Campus Food
Services Remodel –
Agreement/Amendment –
Higginson+Cartozian Architects,
Inc.

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the change order in the amount of \$31,912.49, authorize the use of Measure “C” funds, and authorize the Associate Vice Chancellor of Facilities, Planning, Design and Construction to sign the Change Order. Motion carried. (5 ayes)

Riverside City Campus Food
Service Remodel – Change Order
No. 1

Planning Committee

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the project design and budget, in the amount of \$2,944,082, and authorize the use of Measure “C” funds. Motion carried. (5 ayes)

Network Operation Center Project
– Moreno Valley Campus

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the action plan in the current Project Summary with respect to the Moreno Valley Campus Student Academic Services Facility Project, the Norco Campus Industrial Technology Project, the Riverside City College Nursing/Sciences

State Construction Reimbursement
Program

Building and Wheelock Gymnasium Seismic Retrofit projects.

The Board received for information the minutes from the December 2, 2008 Board of Trustees Teaching and Learning, Planning, Resources and Governance Committee Meetings.

Board of Trustees Committee Meeting Minutes

ACADEMIC SENATE REPORTS

Mr. Soto presented the report on behalf of the Moreno Valley Campus Academic Senate.

Moreno Valley Campus

Ms. Crasnow presented the report on behalf of the Norco Campus Academic Senate.

Norco Campus

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

Riverside City College

BARGAINING UNIT REPORTS

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

CSEA – California School Employees Association

BUSINESS FROM BOARD MEMBERS

Chancellor Search Committee Chair Blumenthal presented an update on the status of the Chancellor Search.

Update on Chancellor Search

The Board adjourned the meeting to closed session at 7:46 p.m., pursuant to Government Code Section 54956.9, to consider existing litigation: Clayton vs. RCCD; Floyd vs. RCCD; Fobbs vs. RCCD; Pratt vs. RCCD; Koziel vs. RCCD.

CLOSED SESSION

The Board reconvened to open session at 9:12 p.m., announcing no action, and adjourned the meeting.

RECONVENED AND ADJOURNED

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING
OF JANUARY 30, 2009

President Blumenthal called the regular meeting of the Board of Trustees to order at 5:32 p.m., in the Administrative Conference Room, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa (via telephone)
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano

Trustees Absent

Ms. Ruth Jones, Student Trustee

Staff Present

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

Guest(s) Present

Mr. Sperry MacNaughton, Chancellor Search Consultant

The Board adjourned to closed session at 5:32 p.m., pursuant to Government Code Section 54957, to discuss public employment, and select candidates to interview for the position of Chancellor.

PLEDGE OF ALLEGIANCE

The Board reconvened to open session announcing:

By unanimous vote, the Board of Trustees authorized the search consultant to extend an invitation to the four finalists in the Chancellor search, to participate in the open community and campus forums, to take place in February 2009, consistent with the Board's previously announced process and procedure. Biographies and photos of those finalists will follow in a press release, as soon as possible. (5 ayes)

RECONVENED TO OPEN SESSION

The Board adjourned the meeting at 6:43 p.m.

ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: February 24, 2009

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management
(none)

b. Contract Faculty

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
*	RIVERSIDE CITY COLLEGE (none)			
*	MORENO VALLEY CAMPUS (none)			

c. Long-Term, Temporary Faculty

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
*	MORENO VALLEY CAMPUS			
*	Silvia Trejo	STEM Counselor/Instructor	04/22/09	D-3
	RIVERSIDE CITY COLLEGE			
	Sabrina Kroetz	Nursing Instructor	Spring Semester 2009	G-6

d. Special Assignments

Payment as indicated to the individuals specified on the attached list.

e. Extra-Curricular Activities, Academic Year 2008-09

Revision to list submitted/approved by the Board of Trustees on June 17, 2008.

<u>Name</u>	<u>Activity</u>
Jason Carpenter	Assistant Track Coach (50%)
Damien Smith	Assistant Track Coach (50%)

Report No.: V-A-1-a

Date: February 24, 2009

Subject: Academic Personnel

2. Transfer Request

It is recommended the Board of Trustees approve the transfer of Jill Marks, Dean/Principal, Gateway to College and RSA Charter School, to her previously held position of Project Director, Gateway to College beginning March 1, 2009, with salary placement at Range 17.4 of the Management Salary Schedule.

3. Salary Reclassification

Board Policy 3080 establishes the procedures for professional growth and salary reclassification. The following employee has fulfilled the requirements of this policy.

It is recommended the Board of Trustees grant a salary reclassification to the following faculty member effective March 1, 2009:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Delores Middleton	G	H

4. Recommendation Not to Reemploy – Non-Tenure Track Employees in Categorically Funded Faculty Positions

In compliance with Education Code Section 87470, the contract of the employees listed below will not be renewed for the 2009-10 academic year, and notice will be sent accordingly.

Name

Sharon Alexander
Margaret Amodeo
Gregory Aycock
Dee Chapman
Janet Leigh Cordery
Michael Estrada
Gloria Huerta
Mary Lange
Karyn Magno
Daniele Ramsey
Kimberly Reimer
Mary Ryder
Garth Schultz
Sylvia Stone
Jeffie Townsell
Annemarie Valadez

* Silvia Trejo

Report No.: V-A-1-a

Date: February 24, 2009

Subject: Academic Personnel

5. Recommendation Not to Reemploy – Educational Administrator in Categorically Funded Position

In compliance with Education Code Section 87470, the contract of Maria Elena Vizuite will not be renewed for the entire 2009-10 academic year. Her employment in this position will cease upon the expiration of the Title V grant at the end of the federal fiscal year (09/30/09), and notice will be sent accordingly.

6. Recommendation Not to Reemploy – Temporary Employees

Education Code Section 87608 allows the Board of Trustees not to enter into a contract for a second academic year. Education Code Section 87610 allows the Board of Trustees to terminate, at its discretion, the employment of a first-year employee.

It is recommended the employees listed below not be reemployed and the Board of Trustees authorize the Chancellor or his designee to send a notice of non-reemployment for the 2009-10 academic year.

Name

Marsha Brown
Peggy Campo
Antonio Curtis
Shelly Dawson
Raquel Esquivel-Wessler
Susan Farrington
Preston Galusky
Laura Greathouse
Monica Hayes-Trainer
Donivan Howard
Sabrina Kroetz
Rebecca Marsh
Jon Mettrick
Audrey Morris
Leah Pierce
Rolando Regino
Victor Tran

7. Request for Reduced Workload

It is recommended the Board of Trustees approved the request of Ms. Cindy Bendshadler, Associate Professor, English, and authorize for her a teaching load of 75% for the spring semester 2009.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: February 24, 2009

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
*Bart Doering	Capital Program Administrator	03/09/09	15.6	Appointment
Cheryl Ruzak	Director, Food Services	03/09/09	15.0	Appointment

MORENO VALLEY CAMPUS
(None)

NORCO CAMPUS
(None)

RIVERSIDE CITY COLLEGE				
*Robert Morris Jr.	Assistant Custodial Manager	02/25/09	9.0	Promotion

b. Management/Supervisory – Categorically Funded

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

MORENO VALLEY CAMPUS
(None)

NORCO CAMPUS
(None)

RIVERSIDE CITY COLLEGE
(None)

Report No.: V-A-1-b

Date: February 24, 2009

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS				
*Lourdes Davis	Student Services Technician	03/16/09	16-3	Promotion
Peggie Negrete	Instructional Department Specialist	03/11/09	17-6	Transfer
NORCO CAMPUS				
*Meriel Anderson-McDade	Secretary I (Early Childhood Education)	03/09/09	14-1	Appointment
Alejandro Parra Jr.	Instructional Media Assistant	03/02/09	18-1	Appointment
RIVERSIDE CITY COLLEGE				
Kristen Van Hala	Administrative Assistant to the President	02/25/09	16-5 (Conf.)	Transfer

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
*Sandy Mathay	Secretary IV – (Economic Development)	03/09/09	17-5	Promotion
MORENO VALLEY CAMPUS				
Melissa Contreras	Student Financial Services Specialist	03/09/09	18-1	Appointment
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE				
Brenda Forsse	Student Resource Specialist (Gateway to College & Early College High School)	02/27/09	18-1	Appointment

Report No.: V-A-1-b

Date: February 24, 2009

Subject: Classified Personnel

1. Appointments – Continued

- e. Short Term
Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.
- f. Temporary as Needed Student Workers
Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.
- g. Special Assignments
Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:

*Stage Manager for Guys and Dolls (04/13/09 – 06/15/09)

Alejandra Arteaga – Total amount not to exceed \$2,200

Science Technology Engineering Math (STEM) Access Project (02/25/09 – 05/15/09)

Julio Cuz – Lump sum amount \$5,000

Parenting Workshops for Children’s Center Families (02/27/09 – 05/22/09)

Penny Davis – Lump sum amount \$750

TNT Dance Concert (01/17/09)

Gabriel Hartman – Lump sum amount \$300

*Accreditation Self-Study Co-Chair (02/25/09 – 06/03/09)

Daniela McCarson – Total amount not to exceed \$4,812

*Title V Individual Grant (02/25/09 – 05/20/09)

Dominique Moise-Swanson – Total amount not to exceed \$2,500

TNT Dance Concert (01/17/09)

Trevor Monks – Lump sum amount \$225

TNT Dance Concert (01/17/09)

Daniel Mulliken – Lump sum amount \$225

Renaissance Scholars Program (02/17/09 – 06/11/09)

Latonya Parker – Lump sum amount \$2,500

Norco Self-Study Archivist (02/25/09 – 06/03/09)

James Sutton – Total amount not to exceed \$2,469

Report No.: V-A-1-b

Date: February 24, 2009

Subject: Classified Personnel

- 2. Requests for Leave under the California Family Rights Act and the Federal Family and Medical Leave Act.

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

<u>Name</u>	<u>Title</u>	<u>Retroactive to:</u>
*Victoria Diaz	Gymnasium Attendant	February 18, 2009
Melissa Griffith	Purchasing Specialist	January 29, 2009
Akia Marshall	Student Services Technician	January 28, 2009

- 3. Leave for Military Reserve Duty

Section 395.01 of the Military and Veteran’s Code and Section 87832 of the Education Code authorizes the President, or designee, to approve a leave for military reserve duty with full salary for the first 30 days of such military leave.

It is recommended the Board of Trustees ratify a request for military reserve duty for Anthony Puzzuto, Warehouse Supervisor, for the date of January 9, 2009 (a total of 1 working day). Mr. Puzzuto meets the college service requirements.

- 4. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve the request for a temporary increase in workload for Sarah Yearyean, Laboratory Technician II; from 50% to 62.5% effective February 17, 2009 through March 17, 2009. This request has the approval of the Riverside City College Dean of Instruction.

- 5. Request to Rescind Appointment

At its meeting of January 27, 2009, the Board of Trustees approved the appointment of Mr. James Wooley, District Emergency Planning and Preparedness Coordinator (part-time permanent 50%), effective February 2, 2009. After some consideration, the District elected to rescind the offer of employment. It is recommended the Board of Trustees rescind the appointment of Mr. Wooley as District Emergency Planning and Preparedness Coordinator.

Report No.: V-A-1-b

Date: February 24, 2009

Subject: Classified Personnel

6. Non-Continuance of Categorical Funds

Board Policy 1040 Authorizes the President, or designee, to determine college staffing, subject to final approval by the Board of Trustees, the position of Title V Cooperative Grant Coordinator , Norco Campus, held by Phyllis Scott, is no longer needed due to non-continuance of categorical funds.

It is recommended the Board of Trustees approve the reduction in classified bargaining unit staffing by one, through the elimination of the Title V Cooperative Grant Coordinator, Norco Campus position, effective April 3, 2009.

7. Separation

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Jared Miller	Senior Interpreter	January 30, 2009	Personal

Report No.: V-A-1-b

Date: February 24, 2009

Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



Irving G. Hendrick
Interim Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:

Jan Muto
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
President, Norco Campus



James Buysse
Vice Chancellor, Administration and Finance
and Finance

Monte Perez
President, Moreno Valley Campus



Linda Lacy
Vice Chancellor, Student Services/Operations

BESAC mini-grant: Expand and Enhance the Game Art Program (Winter 2009)

Develop two new course outlines for the Game Art program.

Gilbert Marquez – Paid as a lump sum upon completion in the amount of \$1000.00

BESAC mini-grant: Expand and Enhance the Game Art Program (Spring 2009)

Coordinate workshops, coordinate Game Day Competition event on Norco campus.

Judy Perhamus – Paid as a lump sum upon completion in the amount of \$1000.00

BESAC mini-grant: Expand and Enhance the Game Art Program (Spring 2009)

Develop curriculum, hold workshops, create Camtasia videos, develop industry contacts.

Gilbert Marquez – Paid as a lump sum upon completion in the amount of \$5000.00

Voice of RCC (Spring 2009)

Record phone messages on incoming lines for RCCD. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gwen Yount – Total amount not to exceed \$1000.00

Honors Program (Spring 2009)

For duties associated with re-establishing the Honors Program at Norco.

Carol Farrar – Paid as a lump sum upon completion in the amount of \$1300.00

Test Development Days (Winter 2009)

Seminar on test item writing.

Lee Nelson – Paid as a lump sum upon completion in the amount of \$1000.00

Melvin Moncrieff – Paid as a lump sum upon completion in the amount of \$1000.00

Stephanie Lowry – Paid as a lump sum upon completion in the amount of \$1000.00

Gloria Huerta – Paid as a lump sum upon completion in the amount of \$1000.00

Kathy Havener – Paid as a lump sum upon completion in the amount of \$1000.00

Marie Colucci – Paid as a lump sum upon completion in the amount of \$1000.00

Kimberly Anderson – Paid as a lump sum upon completion in the amount of \$750.00

Amy Vermillion – Paid as a lump sum upon completion in the amount of \$1000.00

Mary Lange – Paid as a lump sum upon completion in the amount of \$1000.00

Donna Schutte – Paid as a lump sum upon completion in the amount of \$1000.00

Sharon Alexander – Paid as a lump sum upon completion in the amount of \$1000.00

Jill Christiansen – Paid as a lump sum upon completion in the amount of \$1000.00

Damianita Dyogi – Paid as a lump sum upon completion in the amount of \$1000.00

Evangeline Fawson – Paid as a lump sum upon completion in the amount of \$1000.00

Denise Indermuehle – Paid as a lump sum upon completion in the amount of \$1000.00

Kimberly Reimer – Paid as a lump sum upon completion in the amount of \$1000.00

Anne Marie Valadez – Paid as a lump sum upon completion in the amount of \$1000.00

Tammy VantHul – Paid as a lump sum upon completion in the amount of \$1000.00

Translation for ESL Marketing Tools (Spring 2009)

Revision of date submitted/approved by the Board of Trustees on January 27, 2009.

Translation of ESL marketing tools that include, but are not limited to brochures and websites.

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Bonavita Quinto-MacCallum – Total amount not to exceed \$846.15

NAEYC Classroom Portfolio Notebook Part B of 2 parts (Spring 2009)

Lynette Ridgel – Paid as a lump sum upon completion in the amount of \$500.00

Faculty Internship Project (FIP) Mentor Title V (Spring 2009)

Serve as a faculty mentor for FIP 2009 interns during the Spring semester.

Travis Gibbs – Paid as a lump sum upon completion in the amount of \$1000.00

Diane Marsh – Paid as a lump sum upon completion in the amount of \$1000.00

Ujima Project (Spring 2009)

Provide coordination, organization and leadership for the Ujima activities for Spring 2009.

Don Ajene Wilcoxson – Paid as a lump sum upon completion in the amount of \$2500.00

Search Committee (Winter 2009)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Dorothy Reina – Total hours not to exceed 9

Karen Skiba – Total hours not to exceed 8

Hayley Ashby – Total hours not to exceed 3

Jacqueline Lesch – Total hours not to exceed 2.75

Sarah Burrnett – Total hours not to exceed 5.5

Tim Brown – Total hours not to exceed 9

Alternative Curriculum Development (Spring 2009)

Develop a template and course design to be shared with other occupational educational programs.

Donna Lesser – Paid as a lump sum upon completion in the amount of \$2500.00

Alternative Curriculum Development (Spring 2009)

Develop a template and convert two dental assistant courses into hybrid formats.

Nicole Snitker – Paid as a lump sum upon completion in the amount of \$2500.00

Hybrid Course Development (Spring 2009)

To convert four dental hygiene courses into hybrid format.

Donna Lesser – Paid as a lump sum upon completion in the amount of \$5800.00

Kennedy Center American College Theatre Festival (Winter 2009)

Coach Irene Ryan participants & coordinate regional festival activities.

Zachary Kraus – Paid as a lump sum upon completion in the amount of \$1500.00

Develop materials to train lab instructors (Spring 2009)

Create short videos on selected topics to cross train lab instructors in the lab.

Judy Perhamus – Paid as a lump sum upon completion in the amount of \$2000.00

Hybrid Course Development (Spring 2009)

Develop a template and convert two dental assistant courses into hybrid format.

LeAnn Schoepflin – Paid as a lump sum upon completion in the amount of \$2500.00

Song Brown Special Program Activities (Spring 2009)

N3 Faculty Coordinator

Donna Schutte – Paid as a lump sum upon completion in the amount of \$1000.00

Reading Program (Spring 2009)

Duties associated with facilitating the use of reading materials and resources

Michael Shefchik – Paid as a lump sum upon completion in the amount of \$500.00

Renaissance Scholars Program (Spring 2009)

Co-ordination of workshop, meeting, functions for RSP students.

LaTonya Parker – Paid as a lump sum upon completion in the amount of \$2500.00

College Cost Reduction and Access Act (CCRAA) Grant (Spring 2009)

Develop and submit a strategic plan to initiate and implement the CCRAA grant at MVC including but not limited to staffing, mid-year performance report, activities action plan, Advisory Committee, summer bridge projects, facilities, and initial budgets. All duties will be performed after work hours.

Maureen Chavez – Paid as a lump sum upon completion in the amount of \$5000.00

Title V CAP Instructor – College Connections (Spring 2009)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Nicole Abbate – Total amount not to exceed \$1128.20

Jason Spangler– Total amount not to exceed \$1128.20

Linda Stonebreaker– Total amount not to exceed \$1128.20

Title V CAP Instructor – The individual and Society (Spring 2009)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristine Anderson – Total amount not to exceed \$1128.20

Linda Stonebreaker– Total amount not to exceed \$1128.20

Jami Brown – Total amount not to exceed \$1128.20

Title V CAP Instructor – Connected, Conflicted, and Empowered (Spring 2009)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kristine Anderson – Total amount not to exceed \$1128.20

Patricia Avila – Total amount not to exceed \$1128.20

Stacey Cerwin-Bates– Total amount not to exceed \$1128.20

Title V CAP Instructor – Math for CAP (Spring 2009)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Kathy Nabours– Total amount not to exceed \$1128.20

Pamela Whelchel– Total amount not to exceed \$1128.20

Jane Yoo – Total amount not to exceed \$1128.20

Ernesto Reyes – Total amount not to exceed \$1128.20

Title V CAP Instructor – Justices and Your Writes (Spring 2009)

Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Michele Pfenninger– Total amount not to exceed \$1128.20

Oliver Thompson– Total amount not to exceed \$1128.20

Title V CAP Instructor – Academic Strategies and Life Skills for Success (Spring 2009)
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Daniele Ramsey – Total amount not to exceed \$1128.20

Janelle Herman – Total amount not to exceed \$1128.20

Title V CAP Instructor – Thinking and Writing Like a College Student (Spring 2009)
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Miguel Reid– Total amount not to exceed \$1128.20

Nicole Abbate – Total amount not to exceed \$1128.20

Title V CAP Instructor – Reading the Word and the World (Spring 2009)
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Audrey Morris– Total amount not to exceed \$1128.20

Santos Roman – Total amount not to exceed \$1128.20

Kathleen Sell – Total amount not to exceed \$1128.20

Title V CAP Instructor – Tackling Word problems Thru Reading (Spring 2009)
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Victor Sandoval – Total amount not to exceed \$1128.20

Kenneth Cramm – Total amount not to exceed \$1128.20

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Felix, Andrea	Clerical, Substitute	01/09/09-03/10/09	14-1
Terriquez, Jacqueline	Clerical, Substitute	11/14/08-12/02/08	16-1
Wells, Joy	Clerical, Substitute	01/26/09-06/30/09	16-1
Sanchez, Diego	Warehouse Assistant	01/19/09-06/30/09	14-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Balbier, Janice	Assistant Project Coordinator	02/01/09-06/30/09	\$24.00/hour
Rowley, Antoinette	Community Service Officer	02/15/09-06/30/09	\$14.00/hour
Burton, Jared	Computer Operator	02/02/09-06/30/09	\$15.00/hour
Brewer, Cassie	Dental Assistant	02/04/09-06/30/09	\$18.00/hour
Hodges, Kimberly	Dental Assistant	01/30/09-06/30/09	\$18.00/hour
Kack, Karen	Dental Assistant	01/23/09-06/30/09	\$18.00/hour
Cortes, Cathy	Dental Health Educator	01/21/09-06/30/09	\$45.00/hour
Murata, Mitsuko	Dental Health Educator	01/22/09-06/30/09	\$45.00/hour
Evans, Kimberly	Dental Health Educator	02/09/09-06/30/09	\$45.00/hour
Petroff, Aaron	Grant Project Technician	01/30/09-06/30/09	\$20.00/hour
Macias, Jose	Grounds Assistant	01/13/09-06/30/09	\$13.00/hour
Sepulveda, Jerry	IMC Trainee	01/16/09-06/30/09	\$8.00/hour
Chapin, Alexandra	Instructional Aide I	01/21/09-06/30/09	\$8.00/hour
Schlosser, Jenna	Instructional Aide I	02/09/09-06/30/09	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035 CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Grinolds, Steven	Interpreter Level I	01/28/09-06/30/09	\$18.00/hour
Morales, Jose	Interpreter Level I	01/27/09-06/30/09	\$18.00/hour
Eddy, Carmen	Interpreter Level II	02/12/09-06/30/09	\$23.00/hour
Edwards, Tavia	Lab Aide II	02/04/09-06/30/09	\$10.00/hour
Davis, Shanell	Matriculation Assistant II	01/26/09-06/30/09	\$9.50/hour
Green, Kendra	Matriculation Assistant II	01/26/09-06/30/09	\$9.50/hour
Rueb, Benjamin	Matriculation Assistant II	02/02/09-06/30/09	\$9.50/hour
Ho, Quoc	Office Assistant I	01/22/09-06/30/09	\$9.00/hour
Hussein, Mohamed	Office Assistant I	01/26/09-06/30/09	\$9.00/hour
Rolph, Rebecca	Office Assistant I	01/26/09-06/30/09	\$9.00/hour
Taylor, Mia	Office Assistant I	02/04/09-06/30/09	\$9.00/hour
Willson, Jacob	Office Assistant I	02/01/09-06/30/09	\$9.00/hour
Garcia, Laura	Office Assistant II	01/23/09-06/30/09	\$10.50/hour
Soper, Misti	Office Assistant II	01/23/09-06/30/09	\$10.50/hour
Perez, Christel	Office Assistant III	02/03/09-06/30/09	\$12.50/hour
Tate, Dana	Office Assistant III	01/23/09-06/30/09	\$12.50/hour
Cuz, Juana	Office Assistant IV	01/28/09-06/30/09	\$14.00/hour
Felix, Andrea	Office Assistant IV	01/28/09-01/08/09	\$14.00/hour
Vaughn, Ruth	Office Assistant IV	01/26/09-06/30/09	\$14.00/hour
Young, Eryn	Office Assistant IV	01/26/09-06/30/09	\$14.00/hour
Rohmer, Jennifer	Registered Nurse	01/26/09-06/30/09	\$32.00/hour
Coles, Suzanne	Study Group Leader	02/12/09-06/30/09	\$12.00/hour
Thaler, Crystal	Study Group Leader	02/12/09-06/30/09	\$12.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035 CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Alcantar, Angelina	Supplemental Instructional Leader	02/10/09-06/30/09	\$12.00/hour
Allaway, Michael	Supplemental Instructional Leader	02/05/09-06/30/09	\$12.00/hour
Blood, Dawn	Supplemental Instructional Leader	02/05/09-06/30/09	\$12.00/hour
El-Amin, Ibrahim	Supplemental Instructional Leader	02/02/09-06/30/09	\$12.00/hour
Gomak, Demet	Supplemental Instructional Leader	02/05/09-06/30/09	\$12.00/hour
Johnson, Carrie	Supplemental Instructional Leader	02/04/09-06/30/09	\$12.00/hour
Nguyen, Michael	Supplemental Instructional Leader	02/02/09-06/30/09	\$12.00/hour
Ocon, Sonya	Supplemental Instructional Leader	02/05/09-06/30/09	\$12.00/hour
Reyes, Dinorah	Supplemental Instructional Leader	01/30/09-06/30/09	\$12.00/hour
Rodgers, Daniel	Supplemental Instructional Leader	01/30/09-06/30/09	\$12.00/hour
Torress, April	Supplemental Instructional Leader	02/02/09-06/30/09	\$12.00/hour
Albanna, Amro	Technical Business Advisor	01/21/09-06/30/09	\$55.00/hour
Barry, Russell	Theater Carpenter	01/22/09-06/30/09	\$10.65/hour
Mitchell, Daniel	Theatre Production Tech	01/15/09-06/30/09	\$9.25/hour
Diaz, Jessica	Tutor III	01/20/09-06/30/09	\$9.25/hour
Barillaro, Jay	Tutor IV	02/12/09-06/30/09	\$10.00/hour
Johnson, Dana	Tutor IV	01/22/09-06/30/09	\$10.00/hour

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY CAMPUS				
Robledo, Sean	Tutor	Tutorial Services	01/20/09	\$ 8.50
NORCO CAMPUS				
Horn, Jonathan	Tutor	Tutorial Services	01/29/09	\$ 8.00
RIVERSIDE CITY COLLEGE				
Mendez, Beatriz	Upward Bound Tutor	Upward Bound	01/16/09	\$ 10.00
Panokie, Joanna	Upward Bound Tutor	Upward Bound	01/26/09	\$ 10.00
Parson, Jay	Accomodations Aide	DSPS	01/26/09	\$ 8.00
Salas, Maria	Liaison	Career & Technial Education	01/20/09	\$ 9.00
Schulz, Teresia	Lab Aide	Information Systems & Technology	01/16/09	\$ 8.50
Nasim, Nancy	Lab Aide	Information Systems & Technology	02/11/09	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
AMERICA READS PROGRAM (None)				
AMERICA COUNTS PROGRAM (None)				
COMMUNITY SERVICE PROGRAM (None)				
LITERACY PROGRAM (None)				

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY CAMPUS				
Serrano, Crystal	Student Worker	Assessment Center	01/08/09	\$ 8.00
NORCO CAMPUS				
Jackson, Raneka	Office Assistant I	Admissions and Records	01/26/09	\$ 9.00
Lee, Charmaine	Office Assistant I	Admissions and Records	01/26/09	\$ 9.00
Lopez, Miguel	Office Assistant I	Admissions and Records	01/29/09	\$ 9.00

NORCO CAMPUS (cont'd)

Monzon, Rosa	Office Assistant I	Admissions and Records	01/28/09	\$ 9.00
Quant, Benjamin	Office Assistant I	Admissions and Records	01/26/09	\$ 9.00
Warren, Jacquelynn	Office Assistant I	Admissions and Records	01/26/09	\$ 9.00

RIVERSIDE CITY COLLEGE

Asre, Steven	Student Worker	Food Services	01/09/09	\$ 8.00
Bryant, Giorgio	Track & Field Support Man	Physical Education / Track	01/09/09	\$ 8.75
Payne, Sade	Student Worker	Physical Education / Basketball	01/09/09	\$ 8.00
Ramsey, Dameion	Assistant to Athletics	Physical Education/Athletics	01/30/09	\$ 8.00
Rider, Clenesha	Student Worker	Food Services	01/30/09	\$ 8.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: February 24, 2009

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$1,365,344 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 130871-132189) totaling \$4,634,239 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,365,344 and District Warrant Claims totaling \$4,634,239.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases--All District Funds
 \$76,700 and over
 1/1/09 thru 1/31/09

PO Number	Department	Vendor	Description	Amount
C0002412	Applied Technology - RIV	Riverside County Economic Development Agency	Culinary Lease	\$84,967
P0017678	Info Systems & Technology-RIV	Govplace	Comp Equip Additional \$5000 >	115,525
				<u>200,492</u>
			All Purchase Orders, Contracts and Additions Under <u>\$76,700 for the Period 1/1/09 - 1/31/09</u>	
			Contracts C2410 - C2427	204,389
			Contracts Additions - None	
			Purchase Orders - P17381 - P17759	879,744
			Purchase Orders Additions - P16309 - P17377	
			Blanket Purchase Orders B4916 - B4951	80,719
			Blanket Purchase Orders Additions - B4905	
			Total	<u>\$1,164,852</u>
			Grand Total	<u><u>\$1,365,344</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments

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

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide for installation of satellite system and for supplies.		
From: Student Services - District	Budget Augmentation Acct.	\$ 488
To: Student Services - District	Fixtures & Fixed Equip.	\$ 417
Grants Department – District	Supplies	71
2. Transfer to purchase equipment.		
From: Public Affairs	Advertising	\$ 5,900
To: Printing and Graphics Center	Equipment	\$ 3,900
Campus Administrative Svc - Riv	Equipment	2,000
3. Transfer to purchase security cameras.		
From: Finance – Salary Savings	Classified FT	\$ 4,865
To: Media and Communications - Riv	Equipment	\$ 4,865

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to provide video course licensing and software upgrades.		
From: Open Campus	Classified Hourly	\$ 3,421
	Employee Benefits	105
	Equipment	1,700
Open Campus – One Time	Other Services	1,600
TV Classes	Supplies	2,318
To: Open Campus	Comp. Software Maint/Lic	\$ 3,526
Open Campus – One Time	Equipment Replacement	1,600
TV Classes	License Fees	4018
5. Transfer to reallocate the VTEA – Title I-C grant budget. (Fund 12, Resource 1190)		
From: Dental Assistant	Instructional Supplies	\$ 14,000
Physicians Assistant	Comp. Software Maint/Lic	3,500
Printing & Lithography	Instructional Supplies	7,000
Information Technology	Comp. Software Maint/Lic	3,070
Registered Nursing	Comp. Software Maint/Lic	18,500
To: Dental Assistant	Equipment	\$ 14,000
Physicians Assistant	Equipment	3,500
Learning Center/Tutorial - Riv	Student Help – Non-Instr.	4,400
Learning Center/Tutorial – Riv	Employee Benefits	35
Learning Center/Tutorial – MV	Employee Benefits	35
Dean of Instruction – MV	Academic Special Project	5,600
Registered Nursing	Equipment	18,500
6. Transfer to purchase equipment.		
From: IS Network Systems - District	Conferences	\$ 2,000
	Comp. Software Maint/Lic	58,000
To: IS Network Systems - District	Equipment	\$ 60,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>		<u>Amount</u>
7. Transfer to provide for mileage reimbursements. (Fund 12, Resource 1190)				
From:	Procurement Assistance Center	Periodicals/Magazines	\$	600
To:	Procurement Assistance Center	Mileage	\$	600
8. Transfer to reallocate the CITD – Statewide Leadership grant budget. (Fund 12, Resource 1190)				
From:	Center for Int’l Trade Development	Classified FT Administrator	\$	1,217
		Employee Benefits		595
To:	Center for Int’l Trade Development	Cellular Telephone	\$	800
		Mileage		34
		Other Services		978
9. Transfer to provide for consulting services. (Fund 12, Resource 1190)				
From:	CACT – HUB FP2	Copying and Printing Supplies	\$	3,900 2,899
To:	CACT – HUB FP2	Consultants	\$	6,799
10. Transfer to provide for part-time hourly help. (Fund 12, Resource 1190)				
From:	CITD – HUB FP2	Conferences	\$	3,048
To:	CITD – HUB FP2	Classified Hourly Employee Benefits	\$	2,947 101

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
11. Transfer to provide for employee benefits. (Fund 12, Resource 1190)		
From: NSF Advanced Tech Ed	Other Services	\$ 500
To: NSF Advanced Tech Ed	Employee Benefits	\$ 500
12. Transfer to provide for part-time hourly help.		
From: Outreach – Gear Up	Supplies	\$ 1,317
	Copying and Printing	211
To: Outreach – Gear Up	Classified Hourly	\$ 995
	Employee Benefits	533
13. Transfer to reallocate the Disabled Student Program and Services grant budget. (Fund 12, Resource 1190)		
From: DSP&S - Norco	Mileage	\$ 400
	Other Services	30,000
DSP&S – Riverside	Other Services	30,000
DSP&S – Moreno Valley	Other Services	27,000
To: DSP&S - Norco	Employee Benefits	\$ 7,287
	Academic PT Non-Instr.	10,000
	Student Help – Non-Instr.	2,000
	Tests	490
DSP&S – Riverside	Instructional Aides, Hourly	51,413
	Academic PT Non-Instr.	10,000
	Classified Hourly	5,000
	Tests	720
DSP&S – Moreno Valley	Tests	490

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
14. Transfer to provide for copying. (Fund 12, Resource 1190)		
From: Foster Youth Ind. Living	Cellular Telephone	\$ 200
To: Foster Youth Ind. Living	Copying and Printing	\$ 200
15. Transfer to provide for trainers. (Fund 12, Resource 1190)		
From: Responsive Training Fund	Copying and Printing	\$ 1,000
	Contract Ed Instr. Supplies	10,000
To: Responsive Training Fund	Other Services	\$ 11,000
16. Transfer to provide for classified full-time salaries. (Fund 12, Resource 1190)		
From: CalWorks Child Development	Academic PT Non-Instr.	\$ 1,130
To: CalWorks Child Development	Classified FT	\$ 1,130
17. Transfer to provide for an academic full-time administrator and employee benefits. (Fund 12, Resource 1190)		
From: Gateway to College	Other Services	\$ 16,453
To: Gateway to College	Academic FT Administrator	\$ 12,683
	Employee Benefits	3,770
18. Transfer to provide for mileage reimbursements. (Fund 12, Resource 1190)		
From: Temp. Assist. to Needy Families	Book Grants	\$ 200
	Transportation/Bus Passes	4,700
To: Temp. Assist. to Needy Families	Mileage	\$ 4,900

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
19. Transfer to reallocate the California High School Exit Exam grant budget. (Fund 12, Resource 1190)		
From: CAHSEE Preparation	Classified Hourly	\$ 4,240
To: CAHSEE Preparation	Academic FT Administrator Employee Benefits	\$ 336 3,904
20. Transfer to provide for part-time hourly help.		
From: Interdisciplinary – Salary Savings	Academic FT Administrator	\$ 34,998
To: Mathematics - Riverside	Instructional Aides, Hourly	\$ 34,998
21. Transfer to provide for a full-time secretary position at the Stokoe Learning Center.		
From: Campus Admin. Svcs. – Sal. Savings	Academic FT Administrator	\$ 20,000
To: Early Childhood Studies - Riverside	Classified FT	\$ 20,000
22. Transfer to purchase supplies.		
From: Campus Admin. Svcs. - Riverside	Other Services	\$ 1,552
To: Campus Admin. Svcs. - Riverside	Instructional Supplies Supplies	\$ 52 1,500
23. Transfer to purchase software.		
From: Music - MIDI Workstations Music - Riverside	Comp. Software Maint/Lic Repairs	\$ 1,465 800
To: Music – MIDI Workstations	Software	\$ 2,265

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
24. Transfer to reallocate the Performing Arts – Theatre budget.		
From: Summer Theatre Conservatory	Academic Special Project	\$ 838
	Employee Benefits	28
	Copying and Printing	1,180
	Costume Rentals	775
	Other Services	439
Off-Broadway Play Series	Professional Services	1
To: Off Broadway Play Series	Classified Hourly	\$ 3,261
25. Transfer to purchase a security camera.		
From: President - Riverside	Budget Augmentation Acct.	\$ 326
To: Media and Communications	Equipment	\$ 326
26. Transfer to purchase furniture.		
From: President - Riverside	Budget Augmentation Acct.	\$ 1,200
To: Assoc. Dean Educ. Pgms - Riverside	Supplies	\$ 664
	Equipment	536
27. Transfer to purchase furniture and equipment.		
From: President - Riverside	Budget Augmentation Acct.	\$ 5,452
To: President - Riverside	Equipment	\$ 5,452

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
28. Transfer to provide for a speaker during Spring Flex Week. (Fund 12, Resource 1190)		
From: Academic Staff Dev. - Riverside	Supplies	\$ 5,161
To: Academic Staff Dev. - Riverside	Lecturers	\$ 5,161
29. Transfer to provide for an academic special project and supplies. (Fund 12, Resource 1190)		
From: English – Basic Skills	Instructional Aides, Hourly	\$ 521
Academic Affairs – Basic Skills	Classified Hourly	1,000
	Other Services	122
To: Academic Affairs – Basic Skills	Academic Special Project	\$ 521
	Supplies	1,122
30. Transfer to purchase supplies.		
From: Culinary Academy	Equipment	\$ 3,250
To: Culinary Academy	Paper Products	\$ 3,000
	Kitchen Expendables	250
31. Transfer to provide for salaries and academic special projects. (Fund 12, Resource 1190)		
From: Registered Nursing – CTE Enroll.	Employee Benefits	\$ 166,000
To: Registered Nursing – CTE Enroll.	Academic Special Projects	\$ 21,000
	Instr. Salaries, Reg FT	145,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
32. Transfer to purchase equipment. (Fund 32, Resource 3200)		
From: Food Services - Riverside	Other Services	\$ 200
To: Food Services - Riverside	Equipment	\$ 200
33. Transfer to provide for part-time hourly help.		
From: Building Maint. - Norco	Temporary Services	\$ 6,378
Grounds Maint. - Norco	Temporary Services	17,108
To: Building Maint. - Norco	Classified Hourly	\$ 17,200
	Employee Benefits	526
Grounds Maint. - Norco	Classified Hourly	5,589
	Employee Benefits	171
34. Transfer to purchase a computer and training services.		
From: President - Norco	Budget Augmentation Acct.	\$ 5,728
AV Labs and Services - Norco	Supplies	337
To: Music - Norco	Equipment Replacement	\$ 5,728
	Conferences	337
35. Transfer to purchase computer software upgrades.		
From: Business and Commerce - Norco	Instructional Supplies	\$ 442
To: Business and Commerce - Norco	Comp. Software Maint/Lic	\$ 442

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
36. Transfer to purchase supplies.		
From: Campus Student Svcs. – Norco	Classified Hourly Employee Benefits	\$ 4,283 129
To: Student Co-Curricular Act. – Norco	Supplies	\$ 4,412
37. Transfer to provide for a computer.		
From: Campus Safety – Norco	Other Services	\$ 28
To: Campus Safety - District	Equipment	\$ 28
38. Transfer to provide for a computer. (Fund 12, Resource 1050)		
From: Parking – SQAMD - Norco	Other Services	\$ 27
To: Parking – SQAMD - District	Equipment	\$ 27
39. Transfer to purchase instructional supplies and equipment. (Fund 12, Resource 1190)		
From: CCRAA Project Success – Mo Val	Academic Special Project	\$ 10,000
	Classified FT	25,000
	Rents and Leases	75,000
	Other Services	25,000
To: CCRAA Project Success – Mo Val	Instructional Supplies	\$ 20,000
	Equipment	80,000
	Equipment Replacement	35,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
40. Transfer to provide for an academic special project.		
From: Campus Admin. Svcs. – Sal. Savings	Classified FT	\$ 6,577
To: Accreditation – Moreno Valley	Academic Special Project	\$ 6,577
41. Transfer to provide for additional student hourly workers.		
From: AV Labs and Services – Mo Val	Instructional Media Material	\$ 1,885
To: Library – Moreno Valley	Student Help – Non-Instr. Employee Benefits	\$ 1,861 24
42. Transfer to provide for additional student hourly workers. (Fund 33, Resource 3300)		
From: Child Development Ctr – Mo Val	Academic FT Non-Instr.	\$ 20,000
To: Child Development Ctr – Mo Val	Student Help – Non-Instr.	\$ 20,000
43. Transfer to provide for part-time hourly help and furniture. (Fund 12, Resource 1190)		
From: Matriculation – Riverside	Supplies	\$ 780
Matriculation – Moreno Valley	Copying and Printing	1,698
To: Matriculation – Riverside	Equipment Replacement	\$ 780
Matriculation – Moreno Valley	Classified Hourly Employee Benefits	1,647 51

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: February 24, 2009

Subject: Budget Adjustments (continued)

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

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: February 24, 2009

Subject: Resolution to Amend Budget – Resolution No. 31-08/09
2008-2009 CTE Enrollment Growth & Retention ADN-RN Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 CTE Enrollment Growth & Retention ADN-RN Program in the amount of \$219,338 from the California Community College Chancellor's Office. The funds will be used for salaries, supplies, conferences, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$219,338 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick
Interim Chancellor

Prepared by: Lisa Howard
Associate Dean, School of Nursing

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 31-08/09

2008-2009 CTE Enrollment Growth & Retention ADN-RN Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$219,338 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on February 24, 2009.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT**

Resolution No. 31-08/09

2008-2009 CTE Enrollment Growth & Retention ADN-RN Program

Year	County	District	Date	Fund
09	33	07	2/24/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0261	8659	219,338	00	REVENUE
									EXPENDITURES
12	DWA	1190	0	1230	1261	1110	43,435	00	Acad FT Instructional
12	DWA	1190	0	1230	1261	1490	20,000	00	Acad Special Project
12	DWA	1190	0	6012	6261	2139	13,300	00	Classified PT Hrly As Needed
12	DWA	1190	0	1230	1261	4320	59,167	00	Instructional Supplies
12	DWA	1190	0	6012	6261	5220	52,000	00	Conferences
12	DWA	1190	0	6012	6261	5910	8,436	00	Indirect Admin Costs
12	DWA	1190	0	1230	1261	6481	23,000	00	Equip Additional \$200-\$4999
							219,338	00	TOTAL INCOME
							219,338	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: February 24, 2009

Subject: Resolution to Amend Budget – Resolution No. 32-08/09
2008-2009 CTE Community Collaborative Project

Background: The Riverside Community College District has received additional funding for the 2008-2009 CTE Community Collaborative Project in the amount of \$400,000 from the California Community College Chancellor's Office. The funds will be used for salaries and benefits, program operational expenses, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$400,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 32-08/09

2008-2009 CTE Community Collaborative Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$400,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on February 24, 2009.

Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT**
 Resolution No. 32-08/09
 2008-2009 CTE Community Collaborative Project

Year	County	District	Date	Fund
09	33	07	2/24/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0275	8659	400,000 00	REVENUE
								EXPENDITURES
12	AJV	1190	0	6010	4275	1490	19,875 00	Acad Special Project
12	AJV	1190	0	6010	4275	2118	45,255 00	Classified FT Administrator
12	AJV	1190	0	6010	4275	2119	38,989 00	Classified FT
12	AJV	1190	0	6010	4275	2331	71,400 00	Student Help Non-Instruct
12	AJV	1190	0	6010	4275	3130	1,640 00	Employee Benefits
12	AJV	1190	0	6010	4275	3220	7,943 00	
12	AJV	1190	0	6010	4275	3320	5,224 00	
12	AJV	1190	0	6010	4275	3325	1,222 00	
12	AJV	1190	0	6010	4275	3335	289 00	
12	AJV	1190	0	6010	4275	3420	21,749 00	
12	AJV	1190	0	6010	4275	3520	253 00	
12	AJV	1190	0	6010	4275	3530	60 00	
12	AJV	1190	0	6010	4275	3620	2,039 00	
12	AJV	1190	0	6010	4275	3630	261 00	↓
12	AJV	1190	0	6010	4275	4230	10,000 00	Reference Books
12	AJV	1190	0	6010	4275	4555	15,000 00	Copying/Printing
12	AJV	1190	0	6010	4275	4590	15,000 00	Office and Other Supplies
12	AJV	1190	0	6010	4275	5198	44,416 00	Professional Services
12	AJV	1190	0	6010	4275	5210	5,000 00	Mileage
12	AJV	1190	0	6010	4275	5211	40,000 00	Meeting Expenses
12	AJV	1190	0	6010	4275	5220	4,000 00	Conferences
12	AJV	1190	0	6010	4275	5910	15,385 00	Indirect Admin Costs
12	AJV	1190	0	6010	4275	6481	35,000 00	Equip Additional \$200-\$4999
							400,000 00	TOTAL INCOME
							400,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: February 24, 2009

Subject: Resolution to Amend Budget – Resolution No. 33-08/09
2008-2009 Basic Skills/ESL Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 Basic Skills/ESL Program in the amount of \$324 from the California Community College Chancellor's Office. The funds will be used for supplies.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$324 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick
Interim Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 33-08/09

2008-2009 Basic Skills /ESL Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$324 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on February 24, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: February 24, 2009

Subject: Contingency Budget Adjustments

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

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide additional funds for the Network Operation Center Project – Moreno Valley Campus; approved by the Board of Trustees on January 27, 2009, Board Report No. VI-C-1. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 2,944,082
To: Facilities	Moreno Valley Campus	\$ 2,944,082

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

Irving G. Hendrick
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: February 24, 2009

Subject: Award of Bid – Air Handler Replacement Life Science Building Project –
Riverside Campus

Background: On January 12, 2009, the District received ten (10) bids in response to an Invitation for Bid solicitation for the Air Handler Replacement project on the Riverside Campus. The project includes the removal and replacement of a custom fabricated air handler unit in the Life Science Building. The bid responses contain all required items as identified in the drawings and specifications including electrical disconnection and re-connection services, piping, ducting, etcetera. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>
Arrowhead Mechanical	San Bernardino	\$199,000
AMP Mechanical	Costa Mesa	\$199,932
HP Mechanical	San Dimas	\$210,000
Precision Refrigeration	South El Monte	\$229,000
Comfort Conditioning	Corona	\$232,700
LA Air Conditioning	LaVerne	\$236,000
Couts Heating & Cooling	Corona	\$278,000
Allison Mechanical	Redlands	\$295,000
Smith Electric	Santa Maria	\$296,948
Pardess Air	Los Angeles	Bid Pulled

Staff recommends awarding the bid to Arrowhead Mechanical for the total base bid amount of \$199,000. References for Arrowhead Mechanical were checked by Riverside Campus Facilities staff and were found to be satisfactory. This project will be funded from the General Operating Fund (Fund 11, Resource1000) remodel budget.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Air Handler Replacement Life Science Building Project – Riverside Campus in the total amount of \$199,000 and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Becky Elam
Vice President,
Business Services, Riverside

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: February 24, 2009

Subject: Out-of-State Travel

Board Policy 7011 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Retroactive:

- 1) Ms. Jill Marks, dean/principal, Gateway to College, to travel to San Antonio, Texas, February 22-23, 2009, to visit with the Gateway to College National Network. There is no cost to the District. (Gateway to College National Network did not determine the travel arrangements until after the January Board meeting.)

Revision:

- 1) At the meeting of December 9, 2008, the Board of Trustees approved out-of-state travel for Dr. Mary Legner, associate professor, mathematics, to travel to Washington, DC, January 3-9, 2009, to attend a joint mathematics meeting. Estimated cost: \$2,016.00. Funding sources: \$200.00 from the general fund, and \$1,816.00 to be paid by the employee. The funding sources changed as follows: \$200.00 from the general fund, \$500.00 from faculty development funds, and \$1, 316.00 to be paid by the employee.
- 2) At the meeting of February 26, 2008, the Board of Trustees approved out-of-state travel for Ms. Reyna Philp, accounting services manager, auxiliary business services, to travel to Fairfax, Virginia, April 29-30, 2008, to attend Datatel – General Ledger Training. Estimated cost: \$1,655.20. Funding source: the general fund. The dates of travel changed to April 15-17, 2009, and the estimated cost is \$2,000.84.

Current:*Moreno Valley Campus:*

- 1) Dr. Monte E. Perez, president, Moreno Valley Campus, to travel to Washington, DC, March 1-3, 2009, to attend the Hispanic Association of Colleges and Universities Conference. Estimated cost: \$2,085.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: February 24, 2009

Subject: Out-of-State Travel (continued)

Norco Campus:

- 1) Mr. Andres Elizalde, instructor, English, to travel to Greensboro, North Carolina, February 25-28, 2009, to attend the National Association for Developmental Education Conference. Estimated cost: \$1,340.15. Funding source: Basic Skills Initiative grant funds.

Riverside City College:

- 1) Mr. John Byun, choir director, music, to travel to Oklahoma City, Oklahoma, March 4-7, 2009, to attend the American Choral Directors Association National Conference. There is no cost to the District.
- 2) Mr. John Byun, choir director, music, to travel to Ireland and Wales, Europe, July 1-12, 2009, to accompany 35 students participating in a choir tour and the Choir Competition Eisteddfod Music Festival. Estimated cost: \$97,160.00. Funding sources: \$22,898.00 from the general fund, and \$74,262.00 to be paid by the students.

Riverside Community College District:

- 1) Ms. Martha Arellano, human resources analyst, diversity and human resources, to travel to Austin, Texas, April 5-8, 2009, to attend the 2009 PeopleAdmin Client Conference. Estimated cost: \$1,680.00. Funding source: the general fund.
- 2) Mr. Raj Bajaj, dean, institutional reporting and academic services, to travel to National Harbor, Maryland, April 4-8, 2009, to attend the Datatel Users Group 2009 Annual Conference and Expo. Estimated cost: \$3,288.68. Funding source: the general fund.
- 3) Ms. Susan Boling, human resources specialist III, diversity and human resources, to travel to Austin, Texas, April 5-8, 2009, to attend the 2009 PeopleAdmin Client Conference. Estimated cost: \$1,075.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: February 24, 2009

Subject: Out-of-State Travel (continued)

- *4) Dr. Deborah Hall, coordinator, student activities, to travel to Orlando, Florida, March 8-11, 2009, to attend the National Association of Campus Card Users Conference. Estimated cost: \$1,909.00. Funding source: the general fund

Irving G. Hendrick
Interim Chancellor

Prepared by: Michelle Haeckel
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: February 24, 2009

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

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

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$204,309.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

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

PO Number	Department	Vendor	Business Location	Description	Amount
C0002426	Health Sciences Programs - MV	Moreno Valley, City Of	Moreno Valley, CA	Meeting Room	\$963
C0002411	Community Ed & Senior Citizen	Riverside Unified School District	Riverside, CA	Lab Rental	1,500
C0002419	Economic Development	Umanageit & Associates	Riverside, CA	Training	2,100
C0002425	Human Resources & Diversity	Riverside Marriott	Riverside, CA	Facility	2,845
C0002421	Facilities - NOR	Orkin, Inc.	Colton, CA	Pest Control	3,317
C0002422	Facilities - MV	Orkin, Inc.	Colton, CA	Pest Control	3,448
C0002417	Economic Development	Gereau, Servando	Redlands, CA	Training	4,000
C0002414	VTEA	Humphrey's Half Moon Inn And Suites	San Diego, CA	Retreat	4,644
C0002410	VTEA	Mt San Jacinto Community	San Jacinto, CA	Collaborative Grant	4,651
C0002423	Facilities - RIV	Orkin, Inc.	Colton, CA	Pest Control	9,585
C0002415	Life Sciences - RIV	Reuter, Ron	Bend, OR	Soil Science Course	10,000
C0002424	Life Sciences - RIV	Whiteford, Jamie	Ventura, CA	Develop Soil Science Course	10,000
C0002427	Workforce Preparation	Taylor, Dena	Soquel, CA	Catworks Program Review	12,000
C0002416	Academic Affairs - RIV	Orillion, Marie-France	Winchester, CA	Access to Success	30,000
C0002418	Academic Affairs - RIV	Orillion, Marie-France	Winchester, CA	Evaluation Services	30,000
C0002420	Economic Development	ERS Consulting Services	Rancho Cucamonga, CA	Consulting & Training Services	30,000
C0002413	Open Campus	Foundation for Ca Community Colleges	Sacramento, CA	Help Desk Services	45,256
N/A	Nursing	Valley Health Systems	Hemet, CA	Clinical Education	No Cost
N/A	Culinary Academy	Scantron	Irvine, CA	Test Scoring Machine	No Cost
N/A	Economic Development	County of Riverside	Riverside, CA	Economic Development Services	No Cost
Additions to Approved/Ratify Contracts of \$76,700 and Under					
Customized Solutions			Walnut, CA	Amend to 2/28/09 + Rev by \$2,500	No Cost
				Total	<u>\$204,309</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: February 24, 2009

Subject: Surplus Property

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

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

Irving G. Hendrick
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E4200-700	0018726629	015203
1	GATEWAY	CPU	E4200-700	0018726637	015207
1	GATEWAY	CPU	E4200-700	0018726638	015205
1	GATEWAY	CPU	E4200-700	0018726657	015260
1	GATEWAY	MONITOR	VX720	P005024851	015308
1	GATEWAY	CPU	E4200-600	0018641913	014531
1	GATEWAY	MONITOR	VX720	P008119562	016494
1	HP	PRINTER	870CXI	US730120FS	012942
1	GATEWAY	CPU	E4200-700	0018726671	015319
1	HP	MONITOR	91282A	THTBX06620	018370
1	GATEWAY	CPU	E3400-XL	0023127412	017240
1	GATEWAY	CPU	E3100-300	0008696572	011143
1	GATEWAY	MONITOR	FPD1730	MUL7003D0027380	022352
1	GATEWAY	CPU	E4200	0015732330	014985
1	GATEWAY	CPU	E4400-667	0020350962	016488
1	ABM	BURSTER	6375	MJ1561P87	020950
1	GATEWAY	MONITOR	VX720	P012235990	023221
1	HP	PRINTER	940C	MX1BC6D00V	023222
1	HP	PRINTER	DJ450C	FK514D512	012075
1	GATEWAY	CPU	EV700	17004A053822	010249
1	GATEWAY	CPU	E3110	0010207630	010948
1	GATEWAY	CPU	E3110	001207636	011966
1	GATEWAY	MONITOR	FPD1530	MUL5022CO126266	023776
1	GATEWAY	CPU	E4200	0011137933	012204
1	BROTHER	TYPEWRITER	EM530	K48173572	024950
1	GATEWAY	CPU	E3400-SE	0022452442	017046
1	GATEWAY	CPU	E3400-SE	0022452437	017051
1	GATEWAY	CPU	E4400-933	0021725452	017099
1	GATEWAY	CPU	E4400	0021782915	020366
1	GATEWAY	CPU	E4400	0021782911	017688
1	GATEWAY	CPU	E4400	0021782913	017686
1	GATEWAY	CPU	E3400	20074196	020411
1	EPSON	PROJECTOR	7600P	28180	019833

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: February 24, 2009

Subject: Using Master Price Agreement for Purchasing - Lenovo

Background: Western States Contracting Alliance (WSCA) maintains lists of contracts for goods and services with competitive pricing awarded to vendors. The Alliance is approved by the State of California for use by all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The Board has previously approved the use of WSCA for piggyback purchases under Public Contract Code 10652.

Staff proposes that we use the WSCA contract to purchase Lenovo proprietary hardware as needed throughout the District. The current term of the Master Price Agreement #A74813, is from September 1, 2007 to August 31, 2009. The contract has been reviewed and meets District requirements.

Recommended Action: It is recommended that the Board of Trustees approve using the Western States Contracting Alliance agreement #A74813, to purchase Lenovo proprietary hardware, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2007 to August 31, 2009.

Irving G. Hendrick
Interim Chancellor

Prepared by: Steve Gilson
Associate Vice Chancellor,
Information Services

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: February 24, 2009

Subject: Using Master Price Agreement for Purchasing – Hewlett Packard

Background: Western States Contracting Alliance (WSCA) maintains lists of contracts for goods and services with competitive pricing awarded to vendors. The Alliance is approved by the State of California for use by all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The Board has previously approved the use of WSCA for piggyback purchases under Public Contract Code 10652.

Staff proposes that we use the WSCA contract to purchase Hewlett Packard proprietary hardware as needed throughout the District. The current term of the Master Price Agreement #A63309, is from September 1, 2007 to August 31, 2009. The contract has been reviewed and meets District requirements.

Recommended Action: It is recommended that the Board of Trustees approve using the Western States Contracting Alliance agreement #A63309, to purchase Hewlett Packard proprietary hardware, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2007 to August 31, 2009.

Irving G. Hendrick
Interim Chancellor

Prepared by: Steve Gilson
Associate Vice Chancellor,
Information Services

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-d

Date: February 24, 2009

Subject: Norco Industrial Building Project - Use of National Joint Powers Alliance Agreement

Background: The National Joint Powers Alliance (NJPA) maintains lists of contracts for goods and services awarded to vendors. The Alliance is approved by the State of California for use by all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District will use the NJPA Agreement to purchase furniture for the Norco Industrial Building project in accordance with Public Contract Code Section 20652. These purchases will be funded from the current Measure C project budget.

<u>Vendor</u>	<u>Contract</u>	<u>Description</u>	<u>Total</u>
Steelcase, Inc.	#011707	Classroom and office furniture, storage, shelving, and related equipment	\$697,000

Recommended Action: It is recommended that the Board of Trustees approve using the National Joint Powers Alliance Agreement to purchase equipment from Steelcase, Inc., in the amount of \$697,000, for the Norco Industrial Building project using the current Measure C project budget.

Irving G. Hendrick
Interim Chancellor

Prepared by: Norm Godin,
Vice President,
Business Service, Norco

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-e

Date: February 24, 2009

Subject: Notice of Completion – Bradshaw Emergency Electrical Service Utility Repair Project

Background: On August 19, 2009, the Board of Trustees awarded a contract to Hinkley and Associates, Inc. for the Bradshaw Emergency Electrical Service Utility Repair project on the Riverside Campus for \$291,499.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Bradshaw Emergency Electrical Service Utility Repair Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

Irving G. Hendrick
Interim Chancellor

Prepared by: Beck Elam
Vice President,
Business Services, Riverside

Doretta Sowell
Purchasing Manager

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

Name 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 02/24/2009. The work done was:
The Bradshaw Emergency Electrical Service Utility Repair Project, new transformers, service panels & electrical
- The name of the contractor, if any, for such work of improvement was Hinkley and Associates
(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 Riverside, County of Riverside, State of California, and is described as follows: College Campus
- The street address of said property is 4800 Magnolia Ave., Riverside, CA 92506
(If no street address has been officially assigned, insert "none")

Dated: 02/24/2009

Riverside Community College District

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, Administration and Finance 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 February 24, 20 09, 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)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: February 24, 2009

Subject: Monthly Financial Report

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

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Resource 1070 – Student Health Services	3
Resource 1080 – Community Education	4
Resource 1090 – Performance Riverside	5
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Resource 1170 – Customized Solutions	7
Resource 1180 – Redevelopment Pass-Through	8
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<u>Special Revenue Funds</u>	
Resource 3200 – Food Services	10
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<u>Internal Service Funds</u>	
Resource 6100 – Health and Liability Self-Insurance	17
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<u>Expendable Trust and Agency Funds</u>	
Associated Students of RCC	19
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ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: February 24, 2009

Subject: Monthly Financial Report (continued)

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

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

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

Fund 11, Resource 1000 - General Operating - Unrestricted

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 137,152,481	\$ 144,293,942	\$ 144,293,942	\$ 85,270,715
Intrafund Transfer from District Bookstore (Resource 1110)	150,000	390,000	390,000	195,000
Total Revenues	<u>\$ 137,302,481</u>	<u>\$ 144,683,942</u>	<u>\$ 144,683,942</u>	<u>\$ 85,465,715</u>
Expenditures				
Academic Salaries	\$ 65,579,742	\$ 70,425,340	\$ 70,410,191	\$ 36,242,151
Classified Salaries	28,512,064	31,340,441	31,602,831	16,909,083
Employee Benefits	23,698,004	26,774,404	27,018,369	12,904,816
Materials & Supplies	2,220,327	2,524,420	2,581,687	1,370,264
Services	12,654,082	15,891,033	15,731,823	6,764,160
Capital Outlay	2,332,638	2,488,216	2,617,681	588,077
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	332,579
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	187,408	189,249	189,249	129,414
Instr. Equipment Match (Resource 1190)	87,243	96,230	96,230	48,115
Performance Riverside (Resource 1090)	193,257	193,257	193,257	96,629
Interfund Transfer to:				
Resource 3300	240,000	365,000	365,000	182,500
Resource 6100	250,000	250,000	250,000	125,000
Total Expenditures	<u>\$ 136,619,922</u>	<u>\$ 151,376,217</u>	<u>\$ 151,894,945</u>	<u>\$ 75,692,788</u>
Revenues Over (Under) Expenditures	\$ 682,559	\$ (6,692,275)	\$ (7,211,003)	\$ 9,772,927
Beginning Fund Balance	<u>18,576,517</u>	<u>19,259,076</u>	<u>19,259,076</u>	<u>19,259,076</u>
Ending Fund Balance	<u>\$ 19,259,076</u>	<u>\$ 12,566,801</u>	<u>\$ 12,048,073</u>	<u>\$ 29,032,003</u>
Ending Cash Balance				<u>\$ 34,361,167</u>

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

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

Fund 12, Resource 1050 - Parking

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,868,932	\$ 2,020,500	\$ 2,020,500	\$ 849,801
Expenditures				
Classified Salaries	\$ 1,097,149	\$ 1,212,387	\$ 1,212,387	\$ 629,772
Employee Benefits	296,687	362,894	362,894	166,454
Materials & Supplies	72,824	91,185	86,517	53,429
Services	283,455	298,579	300,197	149,321
Capital Outlay	61,085	92,592	95,642	9,419
Total Expenditures	\$ 1,811,200	\$ 2,057,637	\$ 2,057,637	\$ 1,008,395
Revenues Over (Under) Expenditures	\$ 57,732	\$ (37,137)	\$ (37,137)	\$ (158,594)
Beginning Fund Balance	163,428	221,160	221,160	221,160
Ending Fund Balance	\$ 221,160	\$ 184,023	\$ 184,023	\$ 62,566
Ending Cash Balance				\$ 74,338

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

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

Fund 12, Resource 1070 - Student Health Services

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,292,500	\$ 1,402,993	\$ 1,402,993	\$ 748,169
Expenditures				
Academic Salaries	\$ 142,530	\$ 158,733	\$ 158,733	\$ 77,316
Classified Salaries	453,950	635,138	635,138	277,452
Employee Benefits	142,457	182,369	182,369	79,064
Materials & Supplies	107,878	135,886	135,886	25,632
Services	199,639	255,785	255,785	97,073
Capital Outlay	57,108	77,978	77,978	10,131
Total Expenditures	<u>\$ 1,103,562</u>	<u>\$ 1,445,889</u>	<u>\$ 1,445,889</u>	<u>\$ 566,668</u>
Revenues Over (Under) Expenditures	\$ 188,938	\$ (42,896)	\$ (42,896)	\$ 181,501
Beginning Fund Balance	<u>926,366</u>	<u>1,115,304</u>	<u>1,115,304</u>	<u>1,115,304</u>
Ending Fund Balance	<u>\$ 1,115,304</u>	<u>\$ 1,072,408</u>	<u>\$ 1,072,408</u>	<u>\$ 1,296,805</u>
Ending Cash Balance				<u>\$ 1,300,412</u>

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

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

Fund 11, Resource 1080 - Community Education

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 821,146	\$ 900,000	\$ 900,000	\$ 536,163
Expenditures				
Academic Salaries	\$ 4,086	\$ 4,258	\$ 4,258	\$ 2,484
Classified Salaries	322,220	297,952	297,952	185,890
Employee Benefits	73,832	69,216	69,216	34,772
Materials & Supplies	12,302	9,750	9,750	3,329
Services	484,048	419,963	419,963	214,801
Capital Outlay	727	0	0	0
Total Expenditures	\$ 897,215	\$ 801,139	\$ 801,139	\$ 441,276
Revenues Over (Under) Expenditures	\$ (76,069)	\$ 98,861	\$ 98,861	\$ 94,887
Beginning Fund Balance	19,478	(56,591)	(56,591)	(56,591)
Ending Fund Balance	\$ (56,591)	\$ 42,270	\$ 42,270	\$ 38,296
Ending Cash Balance				\$ 40,279

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

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

Fund 11, Resource 1090 - Performance Riverside

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 793,508	\$ 838,300	\$ 838,300	\$ 523,095
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	96,629
Total Revenues	<u>\$ 986,765</u>	<u>\$ 1,031,557</u>	<u>\$ 1,031,557</u>	<u>\$ 619,724</u>
Expenditures				
Classified Salaries	\$ 327,010	\$ 346,281	\$ 346,281	\$ 187,621
Employee Benefits	103,234	107,572	107,572	52,602
Materials & Supplies	37,378	39,257	39,257	17,946
Services	516,526	528,788	528,788	325,521
Capital Outlay	2,990	3,000	3,000	0
Total Expenditures	<u>\$ 987,138</u>	<u>\$ 1,024,898</u>	<u>\$ 1,024,898</u>	<u>\$ 583,690</u>
Revenues Over (Under) Expenditures	\$ (373)	\$ 6,659	\$ 6,659	\$ 36,034
Beginning Fund Balance	<u>(736,784)</u>	<u>(737,157)</u>	<u>(737,157)</u>	<u>(737,157)</u>
Ending Fund Balance	<u>\$ (737,157)</u>	<u>\$ (730,498)</u>	<u>\$ (730,498)</u>	<u>\$ (701,123)</u>
Ending Cash Balance				<u>\$ (696,663)</u>

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

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

Fund 11, Resource 1110 - Contractor-Operated Bookstore

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,027,152	\$ 1,053,008	\$ 1,053,008	\$ 475,891
Expenditures				
Services	\$ 42,408	\$ 43,750	\$ 43,750	\$ 21,936
Interfund Transfer to Food Services (Resource 3200)	676,930	676,930	676,930	338,465
Intrafund Transfer to General Operating (Resource 1000)	150,000	390,000	390,000	195,000
Total Expenditures	\$ 869,338	\$ 1,110,680	\$ 1,110,680	\$ 555,401
Revenues Over (Under) Expenditures	\$ 157,814	\$ (57,672)	\$ (57,672)	\$ (79,510)
Beginning Fund Balance	36,727	194,541	194,541	194,541
Ending Fund Balance	\$ 194,541	\$ 136,869	\$ 136,869	\$ 115,031
Ending Cash Balance				\$ 115,031

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

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

Fund 11, Resource 1170 - Customized Solutions

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,013	\$ 285,947	\$ 355,947	\$ 62,031
Intrafund Transfer from General Operating (Resource 1000)	0	173,470	173,470	0
Total Revenue	\$ 272,013	\$ 459,417	\$ 529,417	\$ 62,031
Expenditures				
Academic Salaries	\$ 400	\$ 4,247	\$ 2,500	\$ 0
Classified Salaries	92,349	101,131	120,201	45,303
Employee Benefits	29,260	34,000	35,914	13,342
Materials & Supplies	4,919	17,179	18,429	1,860
Services	157,418	181,416	230,929	33,403
Total Expenditures	\$ 284,346	\$ 337,973	\$ 407,973	\$ 93,908
Revenues Over (Under) Expenditures	\$ (12,333)	\$ 121,444	\$ 121,444	\$ (31,877)
Beginning Fund Balance	153,482	141,149	141,149	141,149
Ending Fund Balance	\$ 141,149	\$ 262,593	\$ 262,593	\$ 109,272
Ending Cash Balance				\$ 110,498

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

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

Fund 12, Resource 1180 - Redevelopment Pass-Through

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,691,537	\$ 1,701,005	\$ 1,701,005	\$ 320,829
Expenditures				
Services	\$ 145,269	\$ 157,450	\$ 157,450	\$ 69,091
Total Expenditures	\$ 145,269	\$ 157,450	\$ 157,450	\$ 69,091
Revenues Over (Under) Expenditures	\$ 1,546,268	\$ 1,543,555	\$ 1,543,555	\$ 251,738
Beginning Fund Balance	4,113,148	5,659,416	5,659,416	5,659,416
Ending Fund Balance	\$ 5,659,416	\$ 7,202,971	\$ 7,202,971	\$ 5,911,154
Ending Cash Balance				\$ 5,119,585

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

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

Fund 12, Resource 1190 - Grants and Categorical Programs

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 32,207,206	\$ 36,208,444	\$ 13,427,713
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	332,578
For Federal Work Study	187,408	189,249	189,249	129,414
For Instructional Equipment	87,243	96,230	96,230	48,115
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 37,159,080</u>	<u>\$ 13,937,820</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 4,419,937	\$ 5,271,841	\$ 1,980,879
Classified Salaries	6,775,599	7,803,840	8,919,664	4,363,735
Employee Benefits	2,888,546	4,059,406	4,279,813	1,514,812
Materials & Supplies	1,521,925	2,150,384	2,457,559	361,449
Services	3,059,959	12,413,311	13,381,321	4,767,450
Capital Outlay	1,781,586	1,858,948	2,402,094	582,039
Scholarships	25,500	29,612	29,612	6,000
Student Grants (Financial, Book, Meal, Transportation)	325,290	422,404	417,176	171,656
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 37,159,080</u>	<u>\$ 13,748,020</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 189,800
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 189,800</u>
Ending Cash Balance				<u>\$ 2,443</u>

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

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

Fund 32, Resource 3200 - Food Services

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,228,622	\$ 1,250,621	\$ 1,250,621	\$ 622,648
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>676,930</u>	<u>676,930</u>	<u>676,930</u>	<u>338,465</u>
Total Revenues	<u>\$ 1,905,552</u>	<u>\$ 1,927,551</u>	<u>\$ 1,927,551</u>	<u>\$ 961,113</u>
Expenditures				
Classified Salaries	\$ 633,539	\$ 708,826	\$ 708,826	\$ 358,400
Employee Benefits	249,399	308,436	308,436	134,523
Materials & Supplies	690,252	631,832	631,332	315,237
Services	267,476	262,536	262,836	173,643
Capital Outlay	<u>7,333</u>	<u>59,719</u>	<u>59,919</u>	<u>54,631</u>
Total Expenditures	<u>\$ 1,847,999</u>	<u>\$ 1,971,349</u>	<u>\$ 1,971,349</u>	<u>\$ 1,036,434</u>
Revenues Over (Under) Expenditures	\$ 57,553	\$ (43,798)	\$ (43,798)	\$ (75,321)
Beginning Fund Balance	<u>101,741</u>	<u>159,294</u>	<u>159,294</u>	<u>159,294</u>
Ending Fund Balance	<u>\$ 159,294</u>	<u>\$ 115,496</u>	<u>\$ 115,496</u>	<u>\$ 83,973</u>
Ending Cash Balance				<u>\$ 73,606</u>

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

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

<u>Fund 33, Resource 3300 - Child Care</u>				
	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,370,429	\$ 1,406,754	\$ 1,406,754	\$ 723,293
Interfund Transfer from General Operating (Resource 1000)	240,000	365,000	365,000	182,500
Total Revenues	\$ 1,610,429	\$ 1,771,754	\$ 1,771,754	\$ 905,793
Expenditures				
Academic Salaries	\$ 1,059,756	\$ 973,619	\$ 953,619	\$ 471,677
Classified Salaries	272,326	329,737	349,237	160,935
Employee Benefits	210,918	260,380	260,364	100,244
Materials & Supplies	64,224	77,094	81,610	35,215
Services	66,001	78,959	78,609	37,719
Capital Outlay	0	19,758	16,108	10,338
Total Expenditures	\$ 1,673,225	\$ 1,739,547	\$ 1,739,547	\$ 816,128
Revenues Over (Under) Expenditures	\$ (62,796)	\$ 32,207	\$ 32,207	\$ 89,665
Beginning Fund Balance	125,141	62,345	62,345	62,345
Ending Fund Balance	\$ 62,345	\$ 94,552	\$ 94,552	\$ 152,010
Ending Cash Balance				\$ 161,393

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
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 FOR THE PERIOD ENDED JANUARY 31, 2009**

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

Fund 41, Resource 4100 - State Construction & Scheduled Maintenance

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7,333,545	\$ 12,151,766	\$ 12,548,766	\$ 2,674,527
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	252,824	485,338	485,338	242,669
Total Revenues	<u>\$ 7,586,369</u>	<u>\$ 12,637,104</u>	<u>\$ 13,034,104</u>	<u>\$ 2,917,196</u>
Expenditures				
Materials & Supplies	\$ 9,569	\$ 0	\$ 0	\$ 0
Services	17,808	45,256	56,756	18,970
Capital Outlay	8,730,194	13,144,566	13,530,066	5,628,906
Total Expenditures	<u>\$ 8,757,571</u>	<u>\$ 13,189,822</u>	<u>\$ 13,586,822</u>	<u>\$ 5,647,876</u>
Revenues Over (Under) Expenditures	\$ (1,171,202)	\$ (552,718)	\$ (552,718)	\$ (2,730,680)
Beginning Fund Balance	1,723,920	552,718	552,718	552,718
Ending Fund Balance	<u>\$ 552,718</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (2,177,962)</u>
Ending Cash Balance				<u>\$ (2,356,751)</u>

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

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

Fund 41, Resource 4110 - Child Development Center Capital

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,396	\$ 1,000	\$ 1,000	\$ 432
Expenditures				
Capital Outlay	\$ 0	\$ 54,140	\$ 54,140	\$ 54,140
Total Expenditures	\$ 0	\$ 54,140	\$ 54,140	\$ 54,140
Revenues Over (Under) Expenditures	\$ 2,396	\$ (53,140)	\$ (53,140)	\$ (53,708)
Beginning Fund Balance	50,744	53,140	53,140	53,140
Ending Fund Balance	<u>\$ 53,140</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (568)</u>
Ending Cash Balance				<u>\$ (568)</u>

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

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

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

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5	\$ 1,115,681	\$ 1,115,681	\$ 4
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 5	\$ 5	\$ 5	\$ 4
Beginning Fund Balance	528	533	533	533
Ending Fund Balance	\$ 533	\$ 538	\$ 538	\$ 537
Ending Cash Balance				\$ 537

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

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

Fund 41, Resource 4130 - La Sierra Capital

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 539,197	\$ 539,000	\$ 539,000	\$ 97,998
Expenditures				
Services	\$ 270	\$ 10,000	\$ 10,000	\$ 4,860
Capital Outlay	35,628	1,652,402	1,652,402	18,666
Total Expenditures	\$ 35,898	\$ 1,662,402	\$ 1,662,402	\$ 23,526
Revenues Over (Under) Expenditures	\$ 503,299	\$ (1,123,402)	\$ (1,123,402)	\$ 74,472
Beginning Fund Balance	11,540,445	12,043,744	12,043,744	12,043,744
Ending Fund Balance	<u>\$ 12,043,744</u>	<u>\$ 10,920,342</u>	<u>\$ 10,920,342</u>	<u>\$ 12,118,216</u>
Ending Cash Balance				<u>\$ 11,328,250</u>

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

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

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

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,632,967	\$ 2,072,500	\$ 2,072,500	\$ 747,939
Expenditures				
Classified Salaries	\$ 49,634	\$ 146,939	\$ 146,939	\$ 30,408
Employee Benefits	23,116	58,664	58,664	11,566
Materials & Supplies	19,793	6,841	6,841	2,619
Services	1,054,926	204,473	206,227	109,985
Capital Outlay	17,317,073	71,242,082	74,947,963	9,328,508
Intrafund Transfers to:				
State Construction (Resource 4100)	252,824	485,338	485,338	242,669
Total Expenditures	\$ 18,717,366	\$ 72,144,337	\$ 75,851,972	\$ 9,725,755
Revenues Over (Under) Expenditures	\$ (14,084,399)	\$ (70,071,837)	\$ (73,779,472)	\$ (8,977,816)
Beginning Fund Balance	100,571,640	86,487,241	86,487,241	86,487,241
Ending Fund Balance	\$ 86,487,241	\$ 16,415,404	\$ 12,707,769	\$ 77,509,425
Ending Cash Balance				\$ 77,757,604

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

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

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

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,839,245	\$ 4,676,689	\$ 4,676,689	\$ 3,056,224
Interfund transfer from				
General Operating (Resource 1000)	250,000	250,000	250,000	125,000
Total Revenue	\$ 5,089,245	\$ 4,926,689	\$ 4,926,689	\$ 3,181,224
Expenditures				
Classified Salaries	\$ 163,830	\$ 164,156	\$ 164,156	\$ 96,367
Employee Benefits	56,401	59,635	59,635	27,424
Materials & Supplies	4,618	7,400	7,400	1,321
Services	4,880,701	4,728,603	4,728,603	3,082,043
Capital Outlay	33,139	40,000	40,000	1,110
Total Expenditures	\$ 5,138,689	\$ 4,999,794	\$ 4,999,794	\$ 3,208,265
Revenues Over (Under) Expenditures	\$ (49,444)	\$ (73,105)	\$ (73,105)	\$ (27,041)
Beginning Fund Balance	3,039,829	2,990,385	2,990,385	2,990,385
Ending Fund Balance	\$ 2,990,385	\$ 2,917,280	\$ 2,917,280	\$ 2,963,344
Ending Cash Balance				\$ 4,650,708

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

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

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

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,533,388	\$ 1,576,000	\$ 1,576,000	\$ 851,055
Expenditures				
Classified Salaries	\$ 71,732	\$ 75,732	\$ 75,732	\$ 46,139
Employee Benefits	27,364	28,017	28,017	13,675
Materials & Supplies	0	620	620	0
Services	1,092,735	1,444,980	1,444,980	612,395
Total Expenditures	\$ 1,191,831	\$ 1,549,349	\$ 1,549,349	\$ 672,209
Revenues Over (Under) Expenditures	\$ 341,557	\$ 26,651	\$ 26,651	\$ 178,846
Beginning Fund Balance	679,442	1,020,999	1,020,999	1,020,999
Ending Fund Balance	\$ 1,020,999	\$ 1,047,650	\$ 1,047,650	\$ 1,199,845
Ending Cash Balance				\$ 2,818,152

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

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

Associated Students of RCC

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 664,684	\$ 619,935	\$ 619,935	\$ 354,725
Expenditures				
Materials & Supplies	\$ 552,708	\$ 619,935	\$ 619,935	\$ 481,491
Total Expenditures	\$ 552,708	\$ 619,935	\$ 619,935	\$ 481,491
Revenues Over (Under) Expenditures	\$ 111,976	\$ 0	\$ 0	\$ (126,766)
Beginning Fund Balance	1,090,183	1,202,159	1,202,159	1,202,159
Ending Fund Balance	\$ 1,202,159	\$ 1,202,159	\$ 1,202,159	\$ 1,075,393
Ending Cash Balance				\$ 2,168,499

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

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 11,265,339</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 10,675,678</u>
Total Expenditures	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 10,675,678</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 589,661
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>\$ 589,661</u>
Ending Cash Balance				<u>\$ 548,458</u>

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

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

RCCD Development Corporation

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 0	\$ 0	\$ 4
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 20
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 20
Revenues Over (Under) Expenditures	\$ 8	\$ 0	\$ 0	\$ (16)
Beginning Fund Balance	16,244	16,252	16,252	16,252
Ending Fund Balance	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,236</u>
Ending Cash Balance				<u>\$ 16,236</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: February 24, 2009

Subject: Measure C Project Commitments Summary Report

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

Information Only.

Irving G. Hendrick
Interim Chancellor

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

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

Measure C Authorization

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

Measure C - Cash on Hand \$ 77,757,604

Proceeds/Income

<u>Issuance Proceeds</u>		
Series A and B Proceeds	\$ 65,000,000	
Series 2007 C Proceeds	<u>90,000,000</u>	
Total Issuance Proceeds		\$ 155,000,000
<u>Issuance Premiums</u>		
Series A and B Premium	3,024,641	
Series A Refunding Premium	8,388,956	
Series 2007 C Premium	<u>2,816,967</u>	
Total Issuance Premiums		14,230,564
<u>Interest Income</u>		
FY 2004-2005 Interest Income	1,030,586	
FY 2005-2006 Interest Income	1,726,681	
FY 2006-2007 Interest Income	1,449,144	
FY 2007-2008 Interest Income	4,410,239	
FY 2008-2009 Projected Interest Income	<u>2,062,500</u>	
Total Interest Income		10,679,150
<u>Other Income</u>		
FY 2006-2007 Energy Rebates - Utility Retrofit Project	159,498	
FY 2007-2008 Energy Rebates - Utility Retrofit Project	222,728	
FY 2008-2009 Energy Rebates - Utility Retrofit Project	<u>10,000</u>	
Total Other Income		<u>392,226</u>
Total Proceeds/Income		\$ 180,301,940

Project Commitments / Proposed Projects

Completed Projects	\$ 55,474,118	
In-Progress Projects	<u>115,064,139</u>	
Total Project Commitments		<u>170,538,257</u>
Uncommitted Balance - Measure C funds		<u>\$ 9,763,683</u>

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

Project	Project Funding Source					Actual Measure C Expenditures thru 01/31/09
	Board Approved Measure C Project Funding	Estimated Additional Funding Requirements	Actual and Projected State Funding	Total Project Funding	Estimated Project Funding	
Completed						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ 12,492,085	\$ 12,492,085	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	4,860,905	4,860,905	4,860,905
Bridge Space	1,175,132	-	-	1,175,132	1,175,132	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	349,000	349,000	349,000
MLK Renovation	1,010,614	-	5,133,999 a	6,144,613	1,010,614	1,010,614
Room Renovations - Norco	100,020	-	-	100,020	100,019	100,019
Swing Space	4,273,734	-	-	4,273,734	4,273,734	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435	4,516,435	4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896	20,940,662	20,940,662
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919	286,227	286,227
RCCD System Office Purchase	2,629,981	-	-	2,629,981	2,629,981	2,629,981
Emergency Phone Project	379,717	-	-	379,717	379,717	379,717
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384	1,439,077	1,439,077
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296	869,848	869,848
Logic Domain - Capital Project Management System	96,000	-	-	96,000	83,500	83,500
Total Completed Projects	\$ 55,474,118	\$ -	\$ 5,133,999	\$ 60,608,117	\$ 55,406,936	\$ 55,406,936
In-Progress or Initial Phase						
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ 190,631	\$ 8,064,489	\$ 10,156,000 a p	\$ 18,411,120	\$ 190,631	\$ 190,631
Life Science / Physical Science Reconstruction (Riverside)	32,500	4,106,000	16,766,568 p	20,905,068	32,500	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	1,032,044	944,134	944,134
Quad Modernization	8,920,992	-	4,019,766 a	12,940,758	8,895,555	8,895,555
Norco Industrial Technology Facility Project	10,147,826	-	20,484,000 a	30,631,826	3,926,204	3,926,204
Moreno Valley/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282	645,284	645,284
Stokoe Innovative Learning Center	7,653,605	-	2,444,632 a	10,098,237	6,437,313	6,437,313
Nursing/Sciences Building - Riverside	25,850,533	-	59,308,000 a p	85,158,533	3,410,854	3,410,854
Future Projects - Feasibility/Planning/Management	811,108	723,602	-	1,534,710	594,275	594,275
Scheduled Maintenance Match	1,370,765	-	2,140,534 s	3,511,299	1,128,096	1,128,096
Food Services Remodel - Riverside/Moreno Valley	4,545,268	-	-	4,545,268	992,160	992,160
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451	484,415	484,415
Utility Retrofit Project	6,185,920	600,000	-	6,785,920	6,161,124	6,161,124
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327	165,390	165,390
Modular Redistribution Projects (All campuses and BCTC)	10,210,988	-	-	10,210,988	7,514,178	7,514,178
PBX/Network Operations Centers / M & O Facility	3,569,632	2,055,918	-	5,625,550	481,459	481,459
Student Support Center - Norco	19,994,500	-	-	19,994,500	1,153,459	1,153,459
Aquatics Center - Riverside	5,000,000	9,031,125 d	-	14,031,125	726,865	726,865
Soccer Field / Artificial Turf - Norco	4,616,480	-	-	4,616,480	1,844,179	1,844,179
Bradshaw Building Electrical Project - Riverside	500,000	-	-	500,000	341,774	341,774
Quad Basement Remodel Project	467,500	-	-	467,500	-	-
Black Box Theatre Remodel Project - Riverside	761,750	-	-	761,750	-	-
Technology Building - A Remodel Project - Riverside	935,000	-	-	935,000	-	-
Total In-Progress or Initial Phase Projects	\$ 115,064,139	\$ 28,636,372	\$ 129,717,224	\$ 273,417,735	\$ 46,069,850	\$ 46,069,850
Total Projects	\$ 170,538,257	\$ 28,636,372	\$ 134,851,223	\$ 334,025,852	\$ 101,476,786	\$ 101,476,786

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

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

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

Project	Location				Board Approved Measure C Project Funding
	District	Riverside	Norco	Moreno Valley	
<u>Completed</u>					
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ -	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	-	4,860,905
Bridge Space	69,911	404,183	359,401	341,637	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000
MLK Renovation	-	1,010,614	-	-	1,010,614
Room Renovations - Norco	-	-	100,020	-	100,020
Swing Space	-	4,273,734	-	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	-	4,516,435	-	-	4,516,435
Phase I - Parking Structure - Riverside	-	20,949,896	-	-	20,949,896
ECS Secondary Effects - Moreno Valley	-	-	-	288,919	288,919
RCCD System Office Purchase	2,629,981	-	-	-	2,629,981
Emergency Phone Project	10,000	178,626	102,773	88,318	379,717
Long Range Master Plan - Riv/Norco/MoVal	-	807,532	362,867	289,985	1,460,384
Hot Water Loop System & Boiler Repl. - Moreno Valley	-	-	-	891,296	891,296
Logic Domain - Capital Project Management System	96,000	-	-	-	96,000
Total Completed Projects	<u>\$ 20,507,882</u>	<u>\$ 32,141,020</u>	<u>\$ 925,061</u>	<u>\$ 1,900,155</u>	<u>\$ 55,474,118</u>
<u>In-Progress or Initial Phase</u>					
Phase II - Wheelock PE Complex Gymnasium Retrofit	\$ -	\$ 190,631	\$ -	\$ -	\$ 190,631
Physical/Life Science Secondary Effects	-	32,500	-	-	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	-	1,032,044
Quad Modernization	-	8,920,992	-	-	8,920,992
Norco Industrial Technology Facility Project	-	-	10,147,826	-	10,147,826
Moreno Valley/Student/Academic Services Facility Project	-	-	-	1,157,320	1,157,320
Stokoe Innovative Learning Center	-	7,653,605	-	-	7,653,605
Nursing/Sciences Building - Riverside	-	25,850,533	-	-	25,850,533
Future Projects - Feasibility/Planning/Management	811,108	-	-	-	811,108
Scheduled Maintenance Match	-	838,593	180,850	351,322	1,370,765
Food Services Remodel - Riverside/Moreno Valley	-	1,045,268	-	3,500,000	4,545,268
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	-	484,451
Utility Retrofit Project	-	3,210,016	1,587,401	1,388,503	6,185,920
ECS Building Upgrade Project - Moreno Valley/Norco	-	-	373,031	252,296	625,327
Modular Redistribution Projects (All campuses and BCTC)	-	3,334,062	2,079,335	4,797,591	10,210,988
Riverside PBX/Network Operations Center	-	500,000	-	-	500,000
Norco Network Operations Center / M&O Facility	-	-	56,275	-	56,275
Moreno Valley Network Operations Center (NOC)	-	-	-	3,013,357	3,013,357
Student Support Center - Norco	-	-	19,994,500	-	19,994,500
Aquatics Center - Riverside	-	5,000,000	-	-	5,000,000
Soccer Field / Artificial Turf - Norco	-	-	4,616,480	-	4,616,480
Bradshaw Building Electrical Project	-	500,000	-	-	500,000
Quad Basement Remodel Project	-	467,500	-	-	467,500
Black Box Theatre Remodel Project	-	761,750	-	-	761,750
Technology Building - A Remodel Project	-	935,000	-	-	935,000
Total In-Progress or Initial Phase Projects	<u>\$ 2,327,603</u>	<u>\$ 59,240,450</u>	<u>\$ 39,035,698</u>	<u>\$ 14,460,389</u>	<u>\$ 115,064,139</u>
Total Projects	<u>\$ 22,835,485</u>	<u>\$ 91,381,469</u>	<u>\$ 39,960,759</u>	<u>\$ 16,360,544</u>	<u>\$ 170,538,257</u>
Percent of Total	<u>13.39%</u>	<u>53.58%</u>	<u>23.43%</u>	<u>9.59%</u>	<u>100.00%</u>

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

	<u>Projected State Funding</u>	<u>Estimated Measure C Funding Requirements</u>	<u>Total Estimated Project Funding</u>
<u>Proposed Future Projects</u>			
ADA Compliance (Riverside, Norco & Moreno Valley)	\$ -	\$ 6,360,000	\$ 6,360,000
Center for Health, Wellness and Kinesiology (Norco)	22,402,912	5,640,000	28,042,912
Health Science Center (Moreno Valley)	21,773,273	2,870,000	24,643,273
Parking Structure (Moreno Valley)	-	22,850,000	22,850,000
Phase III - Wheelock PE Complex Stadium - (Riverside)	-	5,300,000	5,300,000
Public Safety, Law Enforcement and Fire Training LRC Phase II / BCTC "Center Status" (Moreno Valley)	8,229,060	914,340	9,143,400
Riverside School for the Arts (Riverside)	46,336,600	16,390,000	62,726,600
<u>Additional Projects Under Consideration</u>			
Secondary Effects Projects (Student Support Center & Tech Bldg. release space) Norco	-	-	-
Monitoring Wells - Norco	-	-	-
South Corona Center - Norco	-	-	-
Maintenance and Operations Facility - Moreno Valley	-	-	-
March Dental Education Center - Moreno Valley	-	-	-
Consolidation Project - District Office	-	-	-
	<u>\$ 98,741,845</u>	<u>\$ 60,324,340</u>	<u>\$ 159,066,185</u>

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

Project	Location				Total Estimated Measure C Funding Requirements
	District	Riverside	Norco	Moreno Valley	
<u>Proposed Future Projects by Location</u>					
ADA Compliance (Riverside, Norco & Moreno Valley)	\$ -	\$ 3,180,000	\$ 1,590,000	\$ 1,590,000	\$ 6,360,000
Center for Health, Wellness and Kinesiology (Norco)	-	-	5,640,000	-	5,640,000
Health Science Center (Moreno Valley)	-	-	-	2,870,000	2,870,000
Parking Structure (Moreno Valley)	-	-	-	22,850,000	22,850,000
Phase III - Wheelock PE Complex Stadium - (Riverside)	-	5,300,000	-	-	5,300,000
Public Safety, Law Enforcement and Fire Training LRC Phase II / BCTC "Center Status" (Moreno Valley)	-	-	-	914,340	914,340
Riverside School for the Arts (Riverside)	-	16,390,000	-	-	16,390,000
Total Proposed Projects	\$ -	\$ 24,870,000	\$ 7,230,000	\$ 28,224,340	\$ 60,324,340
Percent of Total	0.00%	41.23%	11.99%	46.79%	100.00%

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

**Board Approved Measure C Project Funding
 8/3/2004 Through 01/31/09**

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

Completed

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

In-Progress or Initial Phase

Phase II - Wheelock PE Complex Gymnasium Seismic Retrofit		190,631
Physical / Life Science Secondary Effects		32,500
District Computer Systems Upgrades	126,990	
Computer System Hardware	755,054	
District Network Upgrades	150,000	
Total District Computer/Network Ugrades		1,032,044
Quad Modernization - Building Project	5,867,744	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	490,248	
Total Quad Modernization		8,920,992
Phase III - Norco (Planning and Working Drawings)		10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
Innovative Learning Center		7,653,605

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

Board Approved Measure C Project Funding

Series A, Series B, Series A Refunding, Series 2007 C Projects	8/3/2004 Through 01/31/09
Nursing/Sciences Building (Planning and Working Drawings)	25,850,533
Future Projects - Feasibility/Planning/Management	811,108
Scheduled Maintenance	1,370,765
Food Services Remodel	
Riverside Campus	1,045,268
Moreno Valley Campus	3,500,000
Total Food Services Remodel	4,545,268
Infrastructure Projects	
Utilities	153,700
IS	85,000
Security	69,720
Facilities Assessment	11,131
Coordination	53,200
Electrical / Fire Alarm	111,700
Total Infrastructure Projects	484,451
Utility Retrofit Project	
Riverside Campus	3,210,016
Norco Campus	1,587,401
Moreno Valley Campus	1,388,503
Total Utility Retrofit Project	6,185,920
ECS Building Upgrade Project - Norco	373,031
ECS Building Upgrade Project - Moreno Valley	252,296
Total ECS Building Upgrade	625,327
Modular Redistribution Project	
Norco Campus (project completed)	2,079,335
Moreno Valley Campus	4,613,928
Ben Clark (project completed)	183,663
Riverside Campus	3,334,062
Total Modular Redistribution Project	10,210,988
Riverside - PBX Network Operations Center	500,000
Norco - PBX Network Operations Center	56,275
Moreno Valley - PBX Network Operations Center	3,013,357
Norco Campus Student Support Center	19,994,500
Riverside Aquatics Project	5,000,000
Norco Soccer Field	4,616,480
Bradshaw Building - Electrical Project	500,000
Quad Basement Remodel Project	467,500
Black Box Theatre Remodel Project	761,750
Technology Building - A Remodel Project	935,000
Total In-Progress or Initial Phase Projects	115,064,139
Total Series A, Series B, Series A Refunding and Series 2007 C Projects	\$ 170,538,257

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: February 24, 2009

Subject: Agreement with Ramona Munsell & Associates Consulting, Inc. (Riverside)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ramona Munsell & Associates Consulting, Inc. to provide for eligibility establishment and proposal development services related to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program for Riverside City College. Services also include grant management consultation in the case that an award is obtained. The agreement covers a period of time from February 25, 2009 through September 30, 2016. Payment for these services will not exceed five percent (5%) of the total amount awarded each year of the five-year grants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Patrick Schwerdtfeger
Vice President, Academic Affairs, Riverside City College

Independent Contractor Agreement
Between Riverside Community College District
On Behalf of Riverside City College
And Ramona Munsell & Associates Consulting, Inc.

This Agreement is entered into this February 25, 2009 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Ramona Munsell & Associates Consulting, Inc., whose address is 21 Connie Lane, Bella Vista, Arkansas 72714, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning February 25, 2009, and will continue in effect until the date of the 2011 submission deadline for the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program (in the case that no award is obtained in the first or second submission cycle), or five years from the date the Title V award period begins, in the case that an award is granted in any of the three submission cycles referenced in this agreement.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in and by the deadline specified in "Exhibit A."
- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.04 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time during the initial proposal development phase and up to and including thirty (30) days after submission by giving 15 days written notice to the other. After this period of time, both parties agree that there will be no termination option for the duration of the contractual relationship. In the case that this termination option is invoked in the thirty (30) day period following the initial submission and an award is secured in this first submission cycle, the termination will be deemed void and the Contractor paid all residual compensation resulting from that award. In the case the the U.S. Department of Education does not have funding available to release an RFP for the Title V Program in 2009, the subsequent submission cycle will be considered as the first of the three required of this agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.
- 7.06 Indemnification and Hold Harmless. During the term of this Agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Contractor, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 7.07 Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, gender, age or sexual orientation.

ARTICLE XIII. NOTICES

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

RCCD: Colleen Molko
Associate Director, Grants
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Contractor: Ramona Munsell
Ramona Munsell & Associates Consulting, Inc.
21 Connie Lane
Bella Vista, Arkansas 72714

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

Signature Authorization Page

Riverside Community College District

Ramona Munsell
Ramona Munsell & Associates
Consulting, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Scope of Services

With this Agreement, Contractor will perform services and produce deliverables as detailed within this scope of service.

Title V Developing Hispanic-Serving Institutions Program
Eligibility Establishment and Proposal Development Services

Contractor will provide eligibility establishment and proposal development services to Riverside City College that will include, but not be limited to the following:

- Assist the College in establishing both institutional and Title V Program-specific eligibility
- Perform all activities necessary to plan and develop one Title V proposal package for the Riverside City College, first in draft form, then in final submission format, incorporating input from college officials in all drafts. Proposal development services will include the review of all documents and attachments considered to be part of the application package.
- Confer with college officials at the Riverside City College to develop the focus and a detailed plan for the grant application.

Contractor will not be expected to prepare or complete the Program Assurances and Certifications, the Application Face Sheet or Budget Forms, although guidance will be provided relevant to the development of the project budget. The Client will be responsible for the

completion and submission of these documents as well as submission of the application electronically on Grants.gov.

The services provided by the Contractor will also include grant management assistance in establishing appropriate program and fiscal controls, technical assistance with program implementation, and assistance with annual performance reports during the term of the grant, in the case that a grant award is obtained.

If a grant is not obtained, the Client will continue working with the Consultant for at least two more annual cycles under the conditions cited herein. A funding cycle is a period in which one competition for a Title V grant occurs and in which the College establishes eligibility, submits a complete proposal on or before the application deadline, and the application is accepted and reviewed. In the event that the joint efforts of the Client and Contractor are unsuccessful after three annual cycles as defined above, and unless this agreement is renewed by joint consent, the Client and Contractor are released from further obligations of one to the other. It is agreed that the Contractor will serve only in a consultant or advisory capacity and that the Client retains its decision-making powers in both the preparation of the proposal and in the management of the grant program.

The Contractor will not name Ramona Munsell & Associates Consulting, Inc. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

The following will be delivered to the Client a full two weeks prior to the respective submission deadlines as a result of the provision of services described within this Scope of Services: Final

documents relating to eligibility establishment and proposal development services as described above for the Title V Developing Hispanic-Serving Institutions Program. The Contractor will ensure that all rules, regulations, and legislative requirements and funding criteria are fully addressed in the final draft.

EXHIBIT B

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Compensation

It is agreed that should the proposal be successful as a result of the joint efforts of the Contractor and Client, the Client will pay the Contractor a fee equal to five percent (5%) of the Title V funds received by the Client each year during the term of the grant. Payment of the Contractor's fee will be made in equal, quarterly installments, commencing with the date the grant begins (October 1).

In the case that the termination option is invoked during the thirty (30) day period after the first submission, the Contractor will be paid a flat sum of \$15,000 for the work performed. If after paying that sum, an award is made, causing the termination option to be deemed void, \$15,000 will be deducted from the first quarterly residual payment related to the award. All fees will be paid from the general fund and will not be charged to the grant.

These agreed upon totals include all Contractor outlays (time, travel, materials, etc.).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: February 24, 2009

Subject: Agreement with Ramona Munsell & Associates Consulting, Inc. (Moreno Valley)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ramona Munsell & Associates Consulting, Inc. to provide for eligibility establishment and proposal development services related to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program for Moreno Valley campus. Services also include grant management consultation in the case that an award is obtained. The agreement covers a period of time from February 25, 2009 through September 30, 2016. Payment for these services will not exceed five percent (5%) of the total amount awarded each year of the five-year grants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Monte Perez
President, Moreno Valley Campus

Independent Contractor Agreement
Between Riverside Community College District
on Behalf of the Moreno Valley Campus
And Ramona Munsell & Associates Consulting, Inc.

This Agreement is entered into this February 25, 2009 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Ramona Munsell & Associates Consulting, Inc., whose address is 21 Connie Lane, Bella Vista, Arkansas 72714, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning February 25, 2009, and will continue in effect until the date of the 2011 submission deadline for the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program (in the case that no award is obtained in the first or second submission cycle), or five years from the date the Title V award period begins, in the case that an award is granted in any of the three submission cycles referenced in this agreement.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in and by the deadline specified in "Exhibit A."
- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.04 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time during the initial proposal development phase and up to and including thirty (30) days after submission by giving 15 days written notice to the other. After this period of time, both parties agree that there will be no termination option for the duration of the contractual relationship. In the case that this termination option is invoked in the thirty (30) day period following the initial submission and an award is secured in this first submission cycle, the termination will be deemed void and the Contractor paid all residual compensation resulting from that award. In the case the the U.S. Department of Education does not have funding available to release an RFP for the Title V Program in 2009, the subsequent submission cycle will be considered as the first of the three required of this agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.
- 7.06 Indemnification and Hold Harmless. During the term of this Agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Contractor, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 7.07 Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, gender, age or sexual orientation.

ARTICLE XIII. NOTICES

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

RCCD: Colleen Molko

Associate Director, Grants
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Contractor: Ramona Munsell
Ramona Munsell & Associates Consulting, Inc.
21 Connie Lane
Bella Vista, Arkansas 72714

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

Signature Authorization Page

Riverside Community College District

Ramona Munsell
Ramona Munsell & Associates
Consulting, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A

Independent Contractor Agreement
Between Riverside Community College District
And Ramona Munsell & Associates Consulting, Inc.

Scope of Services

With this Agreement, Contractor will perform services and produce deliverables as detailed within this scope of service.

Title V Developing Hispanic-Serving Institutions Program
Eligibility Establishment and Proposal Development Services

Contractor will provide eligibility establishment and proposal development services to the Moreno Valley Campus that will include, but not be limited to the following:

- Assist the Campus in establishing both institutional and Title V Program-specific eligibility
- Perform all activities necessary to plan and develop one Title V proposal package for the Moreno Valley Campus, first in draft form, then in final submission format, incorporating input from campus officials in all drafts. Proposal development services will include the review of all documents and attachments considered to be part of the application package.
- Confer with campus officials at the Moreno Valley Campus to develop the focus and a detailed plan for the grant application.

Contractor will not be expected to prepare or complete the Program Assurances and Certifications, the Application Face Sheet or Budget Forms, although guidance will be provided relevant to the development of the project budget. The Client will be responsible for the completion and submission of these documents as well as submission of the application electronically on Grants.gov.

The services provided by the Contractor will also include grant management assistance in establishing appropriate program and fiscal controls, technical assistance with program implementation, and assistance with annual performance reports during the term of the grant, in the case that a grant award is obtained.

If a grant is not obtained, the Client will continue working with the Consultant for at least two more annual cycles under the conditions cited herein. A funding cycle is a period in which one competition for a Title V grant occurs and in which the College establishes eligibility, submits a complete proposal on or before the application deadline, and the application is accepted and reviewed. In the event that the joint efforts of the Client and Contractor are unsuccessful after three annual cycles as defined above, and unless this agreement is renewed by joint consent, the Client and Contractor are released from further obligations of one to the other. It is agreed that the Contractor will serve only in a consultant or advisory capacity and that the Client retains its decision-making powers in both the preparation of the proposal and in the management of the grant program.

The Contractor will not name Ramona Munsell & Associates Consulting, Inc. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

The following will be delivered to the Client a full two weeks prior to the respective submission deadlines as a result of the provision of services described within this Scope of Services: Final documents relating to eligibility establishment and proposal development services as described above for the Title V Developing Hispanic-Serving Institutions Program. The Contractor will

ensure that all rules, regulations, and legislative requirements and funding criteria are fully addressed in the final draft.

EXHIBIT B

Independent Contractor Agreement Between Riverside Community College District And Ramona Munsell & Associates Consulting, Inc.

Compensation

It is agreed that should the proposal be successful as a result of the joint efforts of the Contractor and Client, the Client will pay the Contractor a fee equal to five percent (5%) of the Title V funds received by the Client each year during the term of the grant. Payment of the Contractor's fee will be made in equal, quarterly installments, commencing with the date the grant begins (October 1).

In the case that the termination option is invoked during the thirty (30) day period after the first submission, the Contractor will be paid a flat sum of \$15,000 for the work performed. If after paying that sum, an award is made, causing the termination option to be deemed void, \$15,000 will be deducted from the first quarterly residual payment related to the award. All fees will be paid from the general fund and will not be charged to the grant.

These agreed upon totals include all Contractor outlays (time, travel, materials, etc.).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: February 24, 2009

Subject: Agreement with Ramona Munsell & Associates Consulting, Inc. (Norco)

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and Ramona Munsell & Associates Consulting, Inc. to provide for eligibility establishment and proposal development services related to the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program for Norco campus. Services also include grant management consultation in the case that an award is obtained. The agreement covers a period of time from February 25, 2009 through September 30, 2016. Payment for these services will not exceed five percent (5%) of the total amount awarded each year of the five-year grants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide eligibility establishment and proposal development services, from February 25, 2009 potentially until September 30, 2016, for an amount not to exceed five percent (5%) of the total award amount in each year of the five-year grants, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Gaither Loewenstein
Vice President, Educational Services, Norco Campus

Independent Contractor Agreement
Between Riverside Community College District
on Behalf of the Norco Campus
And Ramona Munsell & Associates Consulting, Inc.

This Agreement is entered into this February 25, 2009 between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Ramona Munsell & Associates Consulting, Inc., whose address is 21 Connie Lane, Bella Vista, Arkansas 72714, hereinafter referred to as the "Contractor".

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning February 25, 2009, and will continue in effect until the date of the 2011 submission deadline for the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program (in the case that no award is obtained in the first or second submission cycle), or five years from the date the Title V award period begins, in the case that an award is granted in any of the three submission cycles referenced in this agreement.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

ARTICLE IV. OBLIGATIONS OF CONTRACTOR

- 4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in and by the deadline specified in "Exhibit A."
- 4.03 Assignment and Delegation. Neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor without the prior written consent of the Client.
- 4.04 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

ARTICLE V. OBLIGATIONS OF CLIENT

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time during the initial proposal development phase and up to and including thirty (30) days after submission by giving 15 days written notice to the other. After this period of time, both parties agree that there will be no termination option for the duration of the contractual relationship. In the case that this termination option is invoked in the thirty (30) day period following the initial submission and an award is secured in this first submission cycle, the termination will be deemed void and the Contractor paid all residual compensation resulting from that award. In the case the the U.S. Department of Education does not have funding available to release an RFP for the Title V Program in 2009, the subsequent submission cycle will be considered as the first of the three required of this agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

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

- 7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this Agreement and not as officers, employees or agents of RCCD.
- 7.04 Intellectual Property. All intellectual property, including but not limited to, any material subject to copyright or patent, or any other intellectual product developed pursuant to or under this Agreement, shall be the property of Client.
- 7.05 Use of Project Deliverables. All project deliverables become the property of the Client upon termination of this Agreement, and as such may be used at will by the Client at any or all of its sites, for purposes determined by the Client.
- 7.06 Indemnification and Hold Harmless. During the term of this Agreement, the parties shall defend, indemnify and hold the other and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Contractor, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 7.07 Contractor shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, gender, age or sexual orientation.

ARTICLE XIII. NOTICES

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

RCCD: Colleen Molko

Associate Director, Grants
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Contractor: Ramona Munsell
Ramona Munsell & Associates Consulting, Inc.
21 Connie Lane
Bella Vista, Arkansas 72714

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

Signature Authorization Page

Riverside Community College District

Ramona Munsell
Ramona Munsell & Associates
Consulting, Inc.

James L. Buysse
Vice Chancellor, Administration and Finance

Independent Contractor

Date

Date

EXHIBIT A

Independent Contractor Agreement Between Riverside Community College District And Ramona Munsell & Associates Consulting, Inc.

Scope of Services

With this Agreement, Contractor will perform services and produce deliverables as detailed within this scope of service.

Title V Developing Hispanic-Serving Institutions Program Eligibility Establishment and Proposal Development Services

Contractor will provide eligibility establishment and proposal development services to the Norco Campus that will include, but not be limited to the following:

- Assist the Campus in establishing both institutional and Title V Program-specific eligibility
- Perform all activities necessary to plan and develop one Title V proposal package for the Norco Campus, first in draft form, then in final submission format, incorporating input from campus officials in all drafts. Proposal development services will include the review of all documents and attachments considered to be part of the application package.
- Confer with campus officials at the Norco Campus to develop the focus and a detailed plan for the grant application.

Contractor will not be expected to prepare or complete the Program Assurances and Certifications, the Application Face Sheet or Budget Forms, although guidance will be provided relevant to the development of the project budget. The Client will be responsible for the completion and submission of these documents as well as submission of the application electronically on Grants.gov.

The services provided by the Contractor will also include grant management assistance in establishing appropriate program and fiscal controls, technical assistance with program implementation, and assistance with annual performance reports during the term of the grant, in the case that a grant award is obtained.

If a grant is not obtained, the Client will continue working with the Consultant for at least two more annual cycles under the conditions cited herein. A funding cycle is a period in which one competition for a Title V grant occurs and in which the College establishes eligibility, submits a complete proposal on or before the application deadline, and the application is accepted and reviewed. In the event that the joint efforts of the Client and Contractor are unsuccessful after three annual cycles as defined above, and unless this agreement is renewed by joint consent, the Client and Contractor are released from further obligations of one to the other. It is agreed that the Contractor will serve only in a consultant or advisory capacity and that the Client retains its decision-making powers in both the preparation of the proposal and in the management of the grant program.

The Contractor will not name Ramona Munsell & Associates Consulting, Inc. or any other consultant or individual in any portion of the proposal, unless specifically requested by the Client to do so. Instead, Contractor will specify, if and where warranted, that the District will select consultants according to the expertise the proposed scope of work requires and the District's regulations regarding the selection of consultants.

Deliverables

The following will be delivered to the Client a full two weeks prior to the respective submission deadlines as a result of the provision of services described within this Scope of Services: Final documents relating to eligibility establishment and proposal development services as described above for the Title V Developing Hispanic-Serving Institutions Program. The Contractor will

ensure that all rules, regulations, and legislative requirements and funding criteria are fully addressed in the final draft.

EXHIBIT B

Independent Contractor Agreement Between Riverside Community College District And Ramona Munsell & Associates Consulting, Inc.

Compensation

It is agreed that should the proposal be successful as a result of the joint efforts of the Contractor and Client, the Client will pay the Contractor a fee equal to five percent (5%) of the Title V funds received by the Client each year during the term of the grant. Payment of the Contractor's fee will be made in equal, quarterly installments, commencing with the date the grant begins (October 1).

In the case that the termination option is invoked during the thirty (30) day period after the first submission, the Contractor will be paid a flat sum of \$15,000 for the work performed. If after paying that sum, an award is made, causing the termination option to be deemed void, \$15,000 will be deducted from the first quarterly residual payment related to the award. All fees will be paid from the general fund and will not be charged to the grant.

These agreed upon totals include all Contractor outlays (time, travel, materials, etc.).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: February 24, 2009

Subject: ADA Transition Plan

Background: On November 21, 2008 the District issued a request for qualifications (RFQ) inviting written statement of qualifications, including in-depth supporting material for consideration in the selection of design and engineering services required for conducting accessibility surveys and preparing a District-wide Americans with Disabilities Act (ADA) Transition Plan for District Office support facilities and the three college campuses. The Federal government has mandated that the District produce an ADA Transition Plan in order to become compliant with Title II of the Americans with Disabilities Act Title 24; 2007 California Building Code, Chapter 11; and the Division of State Architect Accessibility Plan Review Guidelines. The accessibility survey and ADA Transition Plan will identify non-compliant exterior paths of travel and a review of all building interior spaces and proposed corrective action.

The District received fourteen responses to the RFQ. The responses were reviewed and evaluated by a multi-college staff committee, and five firms were invited for interviews. On January 20, 2009, and January 21, 2009, interviews were conducted with the five firms. The committee then requested the two top ranked firms to provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with PSOMAS to provide design and engineering services for accessibility surveys and to prepare a District-wide ADA Transition Plan in order to comply with Title II of the Americans with Disabilities Act Title 24; 2007 California Building Code, Chapter 11; and the Division of State Architect Accessibility Plan Review Guidelines.

ADA Transition Plan RFQ (Attachment I) and Agreement (Attachment II) are attached.

To be funded by District Measure "C" Funds (Resource 4160).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: February 24, 2009

Subject: ADA Transition Plan (continued)

Recommended Action: It is recommended that the Board of Trustees approve the agreement with PSOMAS to provide design and engineering services for a District-wide ADA Transition Plan in the amount of \$481,780, using District Measure "C" funds, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

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

Riverside Community College District

**REQUEST FOR SUBMITTAL OF
STATEMENT OF QUALIFICATIONS (RFQ)**

November 21, 2008

Americans with Disabilities Act (ADA) Transition Plans

Riverside Community College District
Moreno Valley Campus
Norco Campus
Riverside Campus

BACKGROUND AND OVERVIEW

The Riverside Community College District (RCCD) Office of Facilities Planning, Design and Construction (FPDC) on behalf of the RCCD Board of Trustees is inviting written Statement of Qualifications, including in-depth supporting material for consideration in the selection of design and engineering services required for conducting accessibility surveys and preparing ADA transition plans for District Office facilities and the District's three campuses in order for the District to come into compliance with Title II of the American with Disabilities Act (ADA) and Title 24, 2007 California Building Code, Chapter 11 and the Division of State Architect Accessibility Plan Review Guidelines. The accessibility survey and ADA transition plans will include exterior path of travel and a review of all building interior spaces.

The Riverside Community College District is located in the County of Riverside, in what is referred to as the Inland Empire, the fastest growing area in California. In the past eight years the District has grown by 50% in Weekly Student Contact Hours (WSCH). The District operates three separate campus/centers: the Moreno Valley Campus, the Norco Campus, and the Riverside City Campus along with four other Learning Centers in the surrounding communities. The District serves 35,000 students each semester.

The Moreno Valley Campus is located in the City of Moreno Valley, it opened in 1991 and serves more than 9,000 students each semester and has 17 buildings with a total overall gross square footage of 170,852 square feet, with the years constructed ranging from 1991 to 2008. It is also operates three off site learning centers.

The Norco Center is located in the city of Norco, it opened in 1991 and serves more than 8,000 students each semester and has 19 buildings with a total overall gross square footage of 159,588 square feet, with years of construction ranging from 1991 to 2008.

The Riverside City Campus is the oldest of the campuses and is the site of the original college. Located in the City of Riverside, the campus opened in 1916 and today serves more than 20,000 students each semester and has 54 buildings with a total overall gross square footage of

1,166,420 (Note: 480,000 gross square feet of the total is in a newly constructed parking structure), with years of construction ranging from 1923 to 2008. The District also includes a Systems Office Building, 21,000 gross square feet and a District Office Building, 15,000 gross square feet both located in the City of Riverside.

PROJECT SCOPE and SCOPE OF SERVICES

The professional services consultants (“Consultants”) selected will be asked to complete the following in conjunction with, and under the direction, of the District’s designee, the scope of services for this project includes but are not limited to:

- Meet with District staff to verify the scope of work, project protocol, schedule, and deliverables.
- Conduct field assessment in accordance with Title II of the ADA and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- Collect and provide documentation of field data for accessibility of each facility including site exterior and building interiors.
- Work with District staff to determine level of prioritization of survey results.
- Conduct detail surveys on non compliant barriers.
- Determine most feasible and cost effective solutions for barrier removal.
- Provide design solutions for needed ramps, restroom renovations, elevator/lifts, etc.
- Provide digital photos for each deficiency item.
- Provide scaled diagrammatic floor plans showing design solutions.
- Prepare a phasing and implementation plan for each campus to include priorities, schedules, and scopes of work to implement barrier removals.
- Provide Parking Master Plan for each campus and District Buildings.
- Provide draft Transition Plan for review and comment.
- Prepare final Transition Plan to be provided in both a paper and electronic format (the electronic form must be in a data base format that allows the District to update the information and generate reports). The plan is to include floor plans and site plans, locating barriers along with conceptual design solutions in digital text and graphic format.
- Provide cost estimate for implementation of the final Transition Plan based on each barrier identified.

SCHEDULE

It is anticipated that the following schedule will be maintained:

Board Approval Agreement February 2009	
Preliminary Survey	2 Weeks
RCCD Review of Preliminary Survey	2 Weeks
Field Survey	12 Weeks
Preparation of Draft ADA Transition Plan	12 Weeks
RCCD Review of Draft Transition Plan	4 Weeks
Preparation of Final ADA Transition Plan	16 Weeks

SELECTION CRITERIA

RCCD is seeking professional consultants that exhibit demonstrated experience with comparable projects within a higher education setting including experience in the field of investigation and identification of barriers to access according to ADA and Title 24, 2001 California Building Code, Chapter 11. Applicants should highlight such projects and their similarities with the proposed project. Respondents should highlight:

1. Technical Competence and Past Performance Record
2. Qualification of Proposed Staff
3. Client Relationships and References
4. Approach to Providing Services

RCCD has the sole authority to select the final firm and reserves the right to reject any and all submittals.

SUBMITTAL FORMAT

Proposals must conform to the following format and outline and must contain all the information requested.

Section 1: Experience of the firm:

- a. Describe the firm's experience in the field of investigation and identification of barriers to access according to ADA and Title 24, 2001 California Building Code, Chapter 11 with comparable projects within a higher education setting.
- b. Describe at least two similar projects that have been completed in the past three years from the date of this RFQ, include:
 - 1) Description of the work and Consultant's scope or work
 - 2) Date of completion and owner reference, contact name and phone number.
 - 3) Key individuals of the firm involved and their roles in the project.
 - 4) Any sub-consultants that worked with the firm.
- c. Describe the experience and success of the firm in meeting deadlines and producing deliverables.

Section 2: Experience of the proposed team members for this project:

- a. Describe the experience of the proposed project manager and other key members of your team. Provide resumes for key personnel of the firm with more in-depth information for those personnel expected to work on this project. Identify and describe the roles of each individual. Note relevant project experience with the firm.
- b. Describe the experience of any proposed consultants to be utilized for this project.

Section 3: Project Approach – provide information about the approach to providing the services include:

- a. Approach to the data collection. Provide example of data collection.
- b. Content and format of the Transition Plan document. Provide an example of a Transition Plan document.
- c. Format of the electronic Transition Plan.
- d. Estimated Schedule for delivery of services.

Section 4: Provide any other relevant information that is deemed appropriate:

SELECTION PROCESS

1. The District will solicit Statement of Qualifications from prospective firms.
2. The District will screen Statement of Qualifications.
3. The District will conduct interviews of the finalist(s).
4. The District will negotiate fees and agreed upon services
5. District staff will recommend appointment of the firm to the Board of Trustees
6. Upon action by the Board, District will execute agreement with the firm.

GENERAL PROVISIONS

1. **Addenda:** The District may modify this RFQ or any of its deadline dates set forth in the RFQ prior to the date fixed for the submission by issuance of an addendum.
2. **Withdrawal of RFP:** The proposer may withdraw its RFQ by submitting a written or facsimile request signed by the proposer's authorized representative.
3. **Right of Cancellation:** The District reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for statement preparation, interview, fee negotiation or other marketing costs associated with RFQ. The District may reject any or all submittals and may waive any immaterial deviation from the RFQ. The District's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the submitter from compliance with other provisions of the RFQ.
4. **Disposition of Submittals:** Submittals become the property of the District and may be returned only at the District's option and at the submitter's expense. Information contained therein shall become public documents subject to Public Records Act.
5. **Evaluation of Statement of Qualifications:** The District's evaluation is solely for the purpose of determining which consultants are deemed qualified. Statements of Qualification will be reviewed and a determination made by the District based upon the submitted information and any other information available to the District. The District may request a Consultant to submit additional information pertinent to the RFQ. The District also reserves the right to investigate other available resources in addition to any documents or information submitted by the consultant.
6. **Review of District's Standard Form Contract for Consulting Services:** Review the attached District Standard Form Contract and respond to District's requirements for insurance and hold harmless provisions in the agreement.

SUBMISSION OF QUALIFICATIONS

Interested firms should submit three (4) copies, one of which is to be loose bound, of their submittal, including one original with original signatures, to RCCD by the due date. Proposals should be clearly labeled “**REQUEST FOR SUBMITTAL OF STATEMENT OF QUALIFICATIONS (RFQ) Americans with Disabilities Act (ADA) Transition Plans**” and delivered to RCCD in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., to

Doretta Sowell
Purchasing Office
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

ALL RESPONSES MUST BE RECEIVED BY December 22, 2008.

No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any Statement of Qualifications received after 2:00 PM on **December 22, 2008** will not be considered and will be returned unopened.

Attachment (1) RCCD Professional Services Contract Template General Conditions

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

NAME

THIS AGREEMENT is made and entered into on the ??? day of **Month, Year**, by and between **Name** 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. **Scope of Services and the conditions of delivery should be clearly articulated in Exhibit I**
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant’s office(s), and on site at **Designated Location(s)**.
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 **Date**, to the estimated completion date of **Date**, 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 **Amount** including expenses **or excluding expenses (if excluding expenses then a section should be added delineating reimbursables)**. 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 Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its

use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

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

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, 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.

Company

Riverside Community College District

Name

Title

Address

James L. Buysse

Vice Chancellor

Administration and Finance

Date: _____

Date: _____

Exhibit I
Scope of Services

Scope of Project

Scope of Services

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PSOMAS

THIS AGREEMENT is made and entered into on the 25th day of February, 2009, by and between PSOMAS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District, District Office facilities, Moreno Valley Campus, Norco Campus and Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of March 1, 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 Consultant.
5. Payment in consideration of this agreement shall not exceed \$481,780 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 Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

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

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

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, 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.

PSOMAS

Riverside Community College District

Thomas Hunt
Vice President
2010 Iowa Ave. Suite 101
Riverside, CA 92507

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Background

The District aims to prioritize and fund barrier removal projects in accordance with Title II of the Americans with Disabilities Act of 1990. To facilitate the District's goal, the Consultant will provide consulting services for the preparation of Phasing and Implementation Plans for Campus Accessibility in four project sites covered by the District: Riverside City College, Moreno Valley Campus, Norco Campus, and District Administrative Offices.

SCOPE OF SERVICES

Consultant is retained to provide services to the District relative to the creation of an ADA Transition Plan to survey, evaluate and recommend steps for implementation relative to the District's compliance with the requirements applicable to District under Title II of the Americans with Disabilities Act of 1990 and current applicable policies, regulations, standards and requirements enacted, published or distributed by those agencies, departments or divisions of the United States Government given authority to implement and enforce those requirements (collectively, the "ADA").

The goal of the Transition Plan is to set forth descriptions of the Consultant's recommendations in regard to modifications to facilities and structures required to bring the District into compliance with the requirements of the ADA, the estimated costs to the District of implementing those recommendations, and a proposed sequence and schedule for compliance that conforms to the priorities mandated or recommended by the ADA, but does not include preparation of plans, specifications, manuals, procedures, policies or other technical documents required to implement the Consultant's recommendations.

The Consultant's services shall include the following:

1. ADA FACILITIES ASSESSMENT AND TRANSITION PLAN SERVICES

A. Identification of Physical Barriers

The Identification of Physical Barriers shall include recommendations relative to nondiscrimination and access and usability for individuals with disabilities relative to building and construction policies and physical barriers at District offices and its College campuses (including site access, pathways of travel, architectural and structural barriers, and signage).

B. Transition Plan

Where structural changes in facilities are identified in the Identification of Physical Barriers, Consultant shall prepare a Transition Plan in accordance with 28 CFR 35.150

describing in detail the steps necessary to bring District into compliance with the ADA, including a phased work plan, schedule and budget.

C. Exemptions

As part of the Transition Plan, Consultant shall evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA (including exemptions related to structures of historical significance, alterations affecting fundamental nature of a service, activity or program undue financial and administrative burden, or structural changes).

D. Rehabilitation Act

Consultant shall determine if and to the extent the District may be required to comply with Section 504 of the Rehabilitation Act of 1973 and incorporate any requirements in Transition Plan.

E. Data and Process Administration

Consultant shall organize its processes relative to the preparation, evaluation and revision of the Transition Plan to include:

- Data collection (by means of interview and surveys).
- Organizing data (by means of facility inventories) including a comprehensive database to handle the intake, organization and review the data.
- Recommending and facilitating the formation of an organizational structure of committees/task forces and individual leadership with which Consultant will collaborate and report in a manner consistent with the District's policies and procedures of governance.

F. Cost Estimating

Consultant shall prepare estimates of probable construction costs, coded to each recommended modification, to District of implementing the modifications recommended in the Transition Plan prepared by Consultant.

G. Public Comment

Consultant shall recommend, develop, document and administer a process, consistent with the District's policies of accountability and transparency, for interested persons to participate, by submitting comments, in the Transition Plan processes.

H. Grievances

Consultant shall recommend and document a process for receiving, addressing and resolving grievances by individuals with disabilities.

Deliverables

Pilot Facility Report: 4 hardcopies, 1 CD containing Microsoft Access database and AutoCAD drawings.

Draft Transition Plan: 4 hardcopies, 1 CD of Microsoft Access database and AutoCAD drawings for the Facilities Self-Evaluation / ADA Transition Plan.

Final Transition Plan: 4 hardcopies, 1 CD containing Microsoft Access database and AutoCAD drawings

2. PHASING AND IMPLEMENTATION PLANS FOR CAMPUS ACCESSIBILITY

For each of the four project sites, the Consultant shall prepare a Phasing and Implementation Plan for Campus Accessibility, identifying priorities, schedules, and scopes of work to implement barrier removals identified in the ADA Transition Plans.

Projects shall be prioritized as follows:

1. Priority One recognizes those buildings which have intense use and occupancy of programs with major concern for students, particularly students with disabilities.
2. Priority Two recognizes those buildings with less use and occupancy but a major concern for students and other members of the public.
3. Priority Three recognizes those newer buildings designed in compliance with CBC and ADA regulations.
4. Priority Four recognizes those buildings that may be replaced in five years.

For each of the four project sites, the Consultant shall prepare an Existing Site Accessibility Plan (per RCCD CAD Standards).

For each of the four project sites, Consultant shall prepare a Campus Parking Master Plan (per RCCD CAD Standards), indicating on-site parking, on-site and adjacent off-site bus stops, and on-site passenger drop-off and loading zones, in compliance with CBC and ADA regulations.

The plans will include the following elements:

1. Parking ratio for all parking, indicating number of regular, accessible, van-accessible, and total spaces. Calculate each lot/area separately.
2. Accessible parking spaces and passenger drop-off zones.
3. Type of use (regular, accessible, or van-accessible; employees, students, or visitors).
4. Location of accessible parking stall and "Tow-away" signage.
5. On-site and adjacent off-site bus stops.

Deliverables

1. Four (4) hard copies of each final Phasing and Implementation Plan for Campus Accessibility, including Campus Parking Master Plan and updated Existing Campus Site Accessibility Plan.
2. CAD file and PDF versions of the Plans will be provided on a compact disk.

Exclusions

The following are not included in this proposal:

1. Topographic survey
2. Analysis of utility drawings

Information Provided by RCCD

1. All available AutoCAD or scanned plans and site plans of existing facilities within scope of work.
2. All available as-built drawings (Psomas team shall conduct search of District as-builts files).
 - Names and/or designations for all existing buildings.
 - DSA application numbers for all existing buildings.
 - Current campus building master plan (including schedule of existing buildings to be replaced or demolished).
 - Current campus parking lot and transportation master plan
 - Way-finding person to open doors and gain access to all facilities
 - Review comments to all submittals.

Compensation

Total fees of \$481,780 for professional services described in “Scope of Services” in accordance with the following schedule:

Task	Riverside City College	Moreno Valley Campus	Norco Campus	District Administrative Office	Totals
Phase 1 - ADA Facilities Assessment & Transition Plans	\$ 262,468.00	\$ 60,210.00	\$ 54,622.00	\$ 15,360.00	\$ 392,660.00
Phase 2 - Phasing & Implementation Plans for Campus Accessibility	\$ 40,620.00	\$ 17,450.00	\$ 15,670.00	\$ 4,170.00	\$ 77,910.00
Reimbursables	\$ 6,900.00	\$ 1,950.00	\$ 1,860.00	\$ 500.00	\$ 11,210.00
<i>Total Per Campus</i>	\$ 309,988.00	\$ 79,610.00	\$ 72,152.00	\$ 20,030.00	\$ 481,780.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: February 24, 2009

Subject: Norco Soccer Field Project (Phase I) – Change Order No. 1

Background: On February 26, 2008, the Board of Trustees approved the Norco Soccer Field Project (Phase I) schematic design services and project budget. On August 19, 2008, the Board of Trustees approved an award of bid to Byrom-Davey, Inc. to provide general contracting services.

Staff is now requesting approval of Change Order No. 1. A description of the change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget contingency, District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 1 for the Norco Soccer Field Project (Phase I) in the amount of \$24,248.33, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick
Interim Chancellor

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

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

Riverside Community College District
 Facilities, Planning, Design and Construction
 Norco Soccer Field Project (Phase I)

CHANGE ORDER SUMMARY

Change Order: 1
 Contractor: Byrom-Davey, Inc.

<i>Contract Amount:</i>	\$ 887,000.00
<i>Change Order No. 1 Amount:</i>	\$ 24,248.33
<i>Revised Contract Sum:</i>	\$ 911,248.33
<i>Original Contract Contingency:</i>	\$ 88,700.00
<i>Remaining Contract Contingency:</i>	\$ 64,451.67

Change Order Description:	
- Rock excavation	\$2,760.01
<i>Requested by:</i> Architect/District	
<i>Accountability:</i> Unforeseen condition/trench in granite for drains	
- Cooling and quick coupler connections	\$5,323.15
<i>Requested by:</i> Architect	
<i>Accountability:</i> Errors and Omissions – not on plans	
- Irrigation revisions and additions	\$3,985.99
<i>Requested by:</i> Architect	
<i>Accountability:</i> Errors and Omissions – not on plans	
- Additional electrical for future use (scoreboard, etc.)	\$9,534.42
<i>Requested by:</i> District (Campus)	
<i>Accountability:</i> Overlooked in original project scope of work, value added to college	
- Retaining wall revisions	\$3,362.31
<i>Requested by:</i> District (Campus)	
<i>Accountability:</i> Addition of retaining wall allows existing campus trees to remain	
- Credit back to District for remaining of bid allowance	(\$717.55)
<i>Requested by:</i> District	
<i>Accountability:</i> Credit requested for balance of allowance used for temporary drainage to “Bridge” between Phases I and II of the project	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: February 24, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Order

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Center. On December 11, 2007 the Board of Trustees approved thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors will complete construction services throughout the Phase III-Norco/Industrial Technology Project.

Staff is now requesting Board approval of Change Order for modifications to the Phase III-Norco/Industrial Technology Project for the following contractors:

- Apex Plastering Co. \$10,599.28

A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget change order contingency, (State Construction Act Funds – Resource 4100 and District Measure “C” funds - Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order for the Phase III-Norco/Industrial Technology Project for Apex Plastering Co. - \$10,599.28 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Irving G. Hendrick
Interim Chancellor

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

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

Riverside Community College District
Facilities, Planning, Design and Construction
Phase III-Norco/Industrial Technology Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Apex Plastering Co.

<i>Contract Amount:</i>	\$ 285,584.00
<i>Change Order No. 1 Amount:</i>	\$ 10,599.28
<i>Revised Contract Sum:</i>	\$ 296,183.28
<i>Original Contract Contingency:</i>	\$ 28,558.40
<i>Remaining Contract Contingency:</i>	\$ 17,959.12

Change Order Description:

- The scope of work was reduced to eliminate a few inches of unnecessary lath and stucco plaster from parapet wall on East building. The stucco plaster was eliminated and the roofing material was continued to terminate under the metal cap. (\$2,499.26)
Requested by: District and Construction Manager
Accountability: Value Engineering

Change Order Description:

- Reinstall Tyvek Stucco Wrap on exposed areas where precast panels are to be installed. The Tyvek Stucco Wrap was previously installed to prevent water damage to existing insulation and drywall installed on the interiors of all buildings. This measure was taken due to the delayed installation of the precast panels. \$13,098.54
Requested by: District and Construction Manager
Accountability: Continued project progress required the two installations. However, a back charge of this cost may be due by either the precast contractor or architect via Errors and Omissions.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: February 24, 2009

Subject: Center for Health, Wellness, and Kinesiology (Norco)

Background: On June 17, 2008, the Board of Trustees approved the 2010-2014 Five Year Capital Construction Plan and Initial Project Proposals (IPPs) for Moreno Valley, Norco and Riverside campuses. The IPPs included the following three projects:

Moreno Valley – Health Science Center
Norco – Center for Health, Wellness, and Kinesiology
Riverside – Life Science/Physical Science Reconstruction

In December, 2008, the District was informed by the California State Community College Chancellor's Office to prepare Final Project Proposals (FPPs) for the three projects and submit them to the State for review by June 30, 2009. The District invited six firms for interviews. On December 9, 2008, and December 10, 2008, interviews were conducted. The interviews were administered by a multi-college staff committee, and the committee requested that the top two firms provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with HMC Architects to provide FPP design services for Norco – Center for Health, Wellness, and Kinesiology project. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with HMC Architects to provide FPP design services in the amount of \$83,000, using District Measure "C" funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Norm Godin
Vice President, Business Services, Norco Campus

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

This AGREEMENT is made and entered into on the 25th day of February, 2009, by and between HMC ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College, District Office facilities and Norco Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$83,000, including reimbursable expenses. Fees include services for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use

of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event Architect, following the termination of this Agreement, desires to use any such data, Architect shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to 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.

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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.
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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

James E. Wurst
Principal
3546 Concoors Street
Ontario, CA 91764

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Norco Campus Center for Health, Wellness and Kinesiology (NCCHWK)

Scope of Project:

The project proposes to construct a new facility at the Norco Campus to house instructional programs in health and wellness education, physical education, fitness, and kinesiology. The campus is in the process of implementing a comprehensive physical education (PE) program. Currently, only a few PE activity courses are offered and the entire program is housed in 3,300 square feet of modular facilities. This project proposes to construct a regulation size gymnasium that will support 6 badminton courts, 3 volleyball courts, and 3 basketball courts. The facility will also house lecture classrooms, a kinesiology lab, a wellness center and a fitness/weight room. Additionally, it will include Men's and Women's locker/shower rooms, a wrestling/self defense room, a trainers' area and equipment storage. Exterior spaces will include a regulation track, 4 tennis courts, an aquatic facility, a softball field, and a baseball field. The project's estimated size is 41,300 ASF/55,067 GSF. The project's estimated construction cost is \$28,043,000 (2009 Cost Estimate). The District plans to deliver the project using a multiple prime construction manager.

Scope of Services:

The District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the NCCHWK. Architect has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.

Architect will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for the NCCHWK will be developed based on the current campus long range facilities master plan and program needs as established by the current long range educational plan and enrollment data for the campus.

1. Review existing space uses and needs for the NCCHWK and related site development. Identify future space use needs for programs to be accommodated in the NCCHWK and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
2. Conduct meetings with District/College staff and consultants to review and confirm the space needs for the project.
3. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
4. Prepare and coordinate exhibits as required for inclusion in the FPP document including the following documents. As applicable, exhibits may be prepared by discipline sub-

consultants under the direction of HMC Architects and with District assistance as indicated.

Form 1.1 – Title Page

Form 2.1 – Final Project Proposal Checklist

Form 3.1 – Approval Page (District)

Form 3.2 – Project Terms and Conditions

Form 4.1 – Analysis of Building Space Use – JCAF 31

Form 4.1A – Building Space Analysis Support

Form 5.1 – Cost Estimate Summary – JCAF 32

Form 5.2 – Quantities/Unit Costs for JCAF 32

Form 6.1 – California Energy Commission Audit

Form 7.1 – State Administrative Manual Requirements (District)

Form 8.1 – CEQA Compliance (District)

Form 9.1 – Outline of Specifications

Form 10.1 – Federal Funds Detail

Form 11.1 – Analysis of Future Costs (District)

Form 12.1 – Campus Plot Plans

Form 13.1 – Diagrams of Building Area

Form 13.2 – Site Plans

Form 13.3 – Floor Plans

Form 13.4 – Exterior Elevations

Form 13.5 – Electrical Plans (N/A)

Form 13.6 – Mechanical Plans (N/A)

Form 13.7 – Building Cross-Sections (N/A)

Form 14.1 – Guideline-Based Group 2 Equipment

Form 15.1 – Justification of Additional Costs Exceeding Guidelines

Form 16.1 – Detailed Equipment List (District)

5. Compile all exhibits for the Final Project Proposal. Prepare final FPP document for the District's final review, execution, and submittal to the CCCCCO. Update the District's FUSION database based on the final FPP document.

The Architect shall provide and be responsible for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: February 24, 2009

Subject: Health Science Center (Moreno Valley)

Background: On June 17, 2008, the Board of Trustees approved the 2010-2014 Five Year Capital Construction Plan and Initial Project Proposals (IPPs) for Moreno Valley, Norco and Riverside campuses. The IPPs included the following three projects:

Moreno Valley – Health Science Center
Norco – Center for Health, Wellness, and Kinesiology
Riverside – Life Science/Physical Science Reconstruction

In December, 2008, the District was informed by the California State Community College Chancellor's Office to prepare Final Project Proposals (FPPs) for the three projects and submit them to the State for review by June 30, 2009. The District invited six firms for interviews. On December 9, 2008, and December 10, 2008, interviews were conducted. The interviews were administered by a multi-college staff committee, and the committee requested that the top two firms provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with Steinberg Architects to provide FPP design services for Moreno Valley – Health Science Center project. Funding source: District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Steinberg Architects to provide FPP design services in the amount of \$94,271, using District Measure "C" funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Reagan Romali
Vice President, Business Services, Moreno Valley Campus

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

STEINBERG ARCHITECTS

This AGREEMENT is made and entered into on the 25th day of February, 2009, by and between STEINBERG ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at Riverside Community College, District Office facilities and Moreno Valley Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$94,271, including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

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

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to 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.

Steinberg Architects, Inc.

Riverside Community College District

David Hart
Senior Vice President
523 West 6th St., Suite 245
Los Angeles, CA 90014

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Moreno Valley Campus Health Sciences Center (MVCHSC)

Scope of Project:

The project proposes to construct a permanent Allied Health Sciences facility at the Moreno Valley Campus. Currently, Allied Health Sciences programs are housed in several locations including temporary modular units on campus and leased facilities off campus. This project would consolidate those programs and add expanded space for the Biology and Physical Science programs that are necessary for many Allied Health Science degrees. As a result of the project, the campus will move out of leased facilities and the modular units will be demolished or moved to another location within the District. The project's estimated size is 40,500 ASF/ 62,308 GSF. The project's estimated construction cost is \$21,818,000 (2009 Cost Estimate). The District plans to deliver the project using a multiple prime construction manager.

Scope of Services

The District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the MVCHSC. Architect has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.

Architect will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for the MVCHSC will be developed based on the current campus long range facilities master plan and program needs as established by the current long range educational plan and enrollment data for the campus.

1. Review existing space uses and needs for the MVCHSC and related site development. Identify future space use needs for programs to be accommodated in the MVCHSC and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
2. Conduct meetings with District/College staff and consultants to review and confirm the space needs for the project.
3. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
4. Prepare and coordinate exhibits as required for inclusion in the FPP document including the following documents. As applicable, exhibits may be prepared by discipline sub-consultants under the direction of Steinberg Architects, Inc. and with District assistance as indicated.

Form 1.1 – Title Page

Form 2.1 – Final Project Proposal Checklist

Form 3.1 – Approval Page (District)

Form 3.2 – Project Terms and Conditions

Form 4.1 – Analysis of Building Space Use – JCAF 31

Form 4.1A – Building Space Analysis Support

Form 5.1 – Cost Estimate Summary – JCAF 32

Form 5.2 – Quantities/Unit Costs for JCAF 32

Form 6.1 – California Energy Commission Audit

Form 7.1 – State Administrative Manual Requirements (District)

Form 8.1 – CEQA Compliance (District)

Form 9.1 – Outline of Specifications

Form 10.1 – Federal Funds Detail

Form 11.1 – Analysis of Future Costs (District)

Form 12.1 – Campus Plot Plans

Form 13.1 – Diagrams of Building Area

Form 13.2 – Site Plans

Form 13.3 – Floor Plans

Form 13.4 – Exterior Elevations

Form 13.5 – Electrical Plans (N/A)

Form 13.6 – Mechanical Plans (N/A)

Form 13.7 – Building Cross-Sections (N/A)

Form 14.1 – Guideline-Based Group 2 Equipment

Form 15.1 – Justification of Additional Costs Exceeding Guidelines

Form 16.1 – Detailed Equipment List (District)

5. Compile all exhibits for the Final Project Proposal. Prepare final FPP document for the District's final review, execution, and submittal to the CCCCCO. Update the District's FUSION database based on the final FPP document.

The Architect shall provide and be responsible for Mechanical, Electrical, Plumbing, Telecommunications, Civil, Structural, Cost Estimating, and Facilities Planning consultants. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-3

Date: February 24, 2009

Subject: Life Science/Physical Science Reconstruction (Riverside)

Background: On June 17, 2008, the Board of Trustees approved the 2010-2014 Five Year Capital Construction Plan and Initial Project Proposals (IPPs) for Moreno Valley, Norco and Riverside campuses. The IPPs included the following three projects:

Moreno Valley – Health Science Center
Norco – Center for Health, Wellness, and Kinesiology
Riverside – Life Science/Physical Science Reconstruction

In December, 2008, the District was informed by the California State Community College Chancellor’s Office informed to prepare Final Project Proposals (FPPs) for the three projects and submit them to the State for review by June 30, 2009. The District invited six firms for interviews. On December 9, 2008, and December 10, 2008, interviews were conducted. The interviews were administered by a multi-college staff committee, and the committee requested that the top two firms provide cost proposals.

Based on the results of the screening process and a review of the proposals, staff now recommends that the District enter into an agreement with HMC Architects to provide FPP design services for Riverside – Life Science/Physical Science Reconstruction project. Funding source: District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with HMC Architects to provide FPP design services in the amount of \$108,000, using District Measure “C” funds, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

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

Becky Elam
Vice President, Business Services, Riverside City College

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

This AGREEMENT is made and entered into on the 25th day of February, 2009, by and between HMC ARCHITECTS hereinafter referred to as “Architect” and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect’s office(s), and on site at District Office facilities and Riverside City Campus.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from February 25, 2009, to the estimated completion date of June 30, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$108,000, including reimbursable expenses. Fees include services for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

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

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to 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

James E. Wurst
Principal
3546 Concours Street
Ontario, CA 91764

James L. Buisse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Riverside City Campus Life Science/Physical Science Reconstruction (RCCLS/PSR)

Scope of Project:

The project proposes to reconstruct the Life Science and Physical Science buildings into an interdisciplinary complex that can accommodate program growth in many different disciplines. The Life Science and Physical Science buildings will be vacated in 2011 when the Nursing/Sciences project is completed. The campus is predicted to have a dismal 53% capacity/load ratio in the lab category in 2011 and many programs have outgrown their current facilities. The entire Business program will be relocated to the renovated space. The project's estimated size is 22,200 ASF/ 54,977 GSF. The project's estimated construction cost is \$20,873,000 (2009 Cost Estimate). The District plans to deliver the project using a multiple prime construction manager.

Scope of Services:

The District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the RCCLS/PSR. Architect has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.

Architect will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for the RCCLS/PSR will be developed based on the current campus long range facilities master plan and program needs as established by the current long range educational plan and enrollment data for the campus.

1. Review existing space uses and needs for the RCCLS/PSR and related site development. Identify future space use needs for programs to be accommodated in the RCCLS/PSR and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
2. Conduct meetings with District/College staff and consultants to review and confirm the space needs for the project.
3. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
4. Prepare and coordinate exhibits as required for inclusion in the FPP document including the following documents. As applicable, exhibits may be prepared by discipline sub-consultants under the direction of HMC Architects and with District assistance as indicated.

- Form 1.1 – Title Page
- Form 2.1 – Final Project Proposal Checklist
- Form 3.1 – Approval Page (District)
- Form 3.2 – Project Terms and Conditions
- Form 4.1 – Analysis of Building Space Use – JCAF 31
- Form 4.1A – Building Space Analysis Support
- Form 5.1 – Cost Estimate Summary – JCAF 32
- Form 5.2 – Quantities/Unit Costs for JCAF 32
- Form 6.1 – California Energy Commission Audit
- Form 7.1 – State Administrative Manual Requirements (District)
- Form 8.1 – CEQA Compliance (District)
- Form 9.1 – Outline of Specifications
- Form 10.1 – Federal Funds Detail
- Form 11.1 – Analysis of Future Costs (District)
- Form 12.1 – Campus Plot Plans
- Form 13.1 – Diagrams of Building Area
- Form 13.2 – Site Plans
- Form 13.3 – Floor Plans
- Form 13.4 – Exterior Elevations
- Form 13.5 – Electrical Plans (N/A)
- Form 13.6 – Mechanical Plans (N/A)
- Form 13.7 – Building Cross-Sections (N/A)
- Form 14.1 – Guideline-Based Group 2 Equipment

Form 15.1 – Justification of Additional Costs Exceeding Guidelines

Form 16.1 – Detailed Equipment List (District)

5. Compile all exhibits for the Final Project Proposal. Prepare final FPP document for the District's final review, execution, and submittal to the CCCCCO. Update the District's FUSION database based on the final FPP document.

The Architect shall provide and be responsible for sub-consultants including structural, mechanical, electrical, plumbing and technology services. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: February 24, 2009

Subject: Revised and New Board Policies – First Reading

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

General Institution

- 3100 – Organization Structure – Replaces current Policy 2000.
- 3550 – Drug Free Environment and Drug Prevention Program – Replaces current Policies 3115/4115.
- 3710 – Intellectual Property and Copyright – This is a new Policy for the District.
- ~~3720 – Computer and Network Use – Replaces current Policy 3060. – PULLED~~
- 3750 – Use of Copyrighted Material – Replaces current Policy 5045.
- 3820 – Gifts – Replaces current Policy 6140.

Academic Affairs

- 4106 – Nursing Programs – This is a new Policy for the District.
- 4222 – Remedial Course Work – Replaces current Policy 6093.
- 4226 – Multiple and Overlapping Enrollments – This is a new Policy for the District.
- 4600 – News Media – Replaces current Policy 6000.

Student Services

- 5031 – Instructional Materials Fees – Replaces current Policy 7035.
- 5055 – Enrollment/Registration Priorities – Replaces current Policy 5000. Along with this Policy are copies of the approved Administrative Procedures for this Policy, (as Information Only), which are AP 5055 – Enrollment Priorities and AP 5056 – Registration Priorities. Since the October, 2008 Board meeting administration, staff, students and faculty worked very hard toward the approval of AP 5056. Both AP's were approved by Executive Cabinet on February 2, 2009.
- 5110 – Counseling – This is a new Policy for the District.
- 5120 – Transfer Center – This is a new Policy for the District.
- 5300 – Student Equity – This is a new Policy for the District.
- 5550 – Speech: Time, Place and Manner – Replaces current Policy 5120.
- 5700 – Athletics – This is a new Policy for the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: February 24, 2009

Subject: Revised and New Board Policies – First Reading (Continued)

Business and Fiscal Affairs

6700 – Use of Facilities – Replaces current Policy 8005.

Human Resources

7348 – Retirement Credit for Unused Sick Leave – Replaces current Policies 3096 and 4081.

Recommended Action: It is recommended that the Board of Trustees accept for First Reading Board Policies 3100, 3550, 3710, ~~3720~~, 3750, 3820, 4106, 4222, 4226, 4600, 5031, 5055, 5110, 5120, 5300, 5550, 5700, 6700 and 7348.

Irving G. Hendrick
Interim Chancellor

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

Riverside Community College District Policy

**General Institution
DRAFT**

BP 3100 ORGANIZATIONAL STRUCTURE

Reference:

Education Code Section 72400

The Chancellor shall establish organizational charts that delineate the lines of responsibility and fix the general duties of employees within the District. The organizational charts **are** is a structural outline of administrative responsibility.

The organizational charts are subject to review by the Board of Trustees.

~~❖ From Riverside CCD Policy 2000 titled Organizational Structure~~

~~The organizational structure of the Riverside Community College District is the responsibility of the Chancellor of the District and shall be defined in an organizational chart approved by the Board. The major duties and responsibilities of each administrative position other than that of the Chancellor of the District are delineated in the management handbook.~~

~~The entire College staff and student body shall be shown on the organizational chart in a general structure. Detailed organizational patterns shall take various forms as defined by appropriate Board policies and College procedures pertaining to specific areas.~~

NOTE: The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 2000 titled Organizational Structure adopted on 7-64 and amended on the following dates: 5-7-75, 11-6-84, and 5-17-05.

Date Adopted:

(Replaces current Riverside CCD Policy 2000)

Riverside Community College District Policy

**General Institution
DRAFT**

**BP 3550 DRUG FREE ENVIRONMENT AND DRUG PREVENTION
PROGRAM**

References:

Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g;
34 C.F.R. Sections 86.1 et seq.;

Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

The District shall be free from all drugs and from the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

Any student or employee who violates this policy will be subject to disciplinary action (consistent with local, state, or federal law), which may include referral to an appropriate rehabilitation program, suspension, demotion, expulsion, or dismissal. Illegal activities will be reported to the appropriate law enforcement agency.

The Chancellor shall assure that the District distributes annually to each student and employee the information required by the Drug-Free Schools and Communities Act Amendments of 1989 and complies with other requirements of the Act.

~~❖ From Riverside CCD Policy 3115/4115 titled Drug-Free Workplace~~

~~It shall be the policy of the Riverside Community College District, in order to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990, to provide a drug-free workplace for its employees. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance in the workplace, including but not necessarily limited to any building, property, facility, or satellite center of the District, is strictly prohibited. Violators of this policy shall be disciplined.~~

NOTE: The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3115/4115 titled Drug-Free Workplace adopted on 6-22-94.

Date Adopted:

*(Replaces current Riverside CCD Policies
3115/4115)*

**General Institution
DRAFT**

BP 3710 INTELLECTUAL PROPERTY AND COPYRIGHT

References:

Education Code Sections 72207 and 81459;
17 United States Code 101, et seq
17 United States Code 201, et seq
35 United States Code 101, et seq
37 Code of Federal Regulations, 1.1, et seq

The Chancellor shall develop procedures that define the rights, interests, protection and transfer of intellectual property created by the District employees and students. *In addition, procedures shall also be developed* to implement the provisions of the Education Code which authorize the securing of copyright protection for works *developed by the District*. The procedures developed by the Chancellor shall assure that the District may use, sell, give, or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.

In the development of these procedures, the Chancellor shall solicit the input from the appropriate representatives of the college community in accordance with the District's policies regarding shared local decision-making.

NOTE: The **bold type** signifies language that is legally required.

Date Adopted:

*(This is a new Policy for the District
recommended by CCLC and Legal Counsel)*

**General Institution
DRAFT**

BP 3750 USE OF COPYRIGHTED MATERIAL

References:

Education Code Sections 32360 and 67302;
U. S. Code Title 17, Copyright Act of 1976

❖ **From current Riverside CCD Policy 5045 titled Use of Copyrighted Materials**

As part of the ongoing instructional process of the ***District*** College, it is desirous and necessary to utilize the ideas, materials, and creations of those outside the immediate college community.

In many instances, ~~Oftimes,~~ the ideas, materials, and creations used have been copyrighted by the originators.

Using their materials requires following both existing law and judicial interpretation. Occasionally, local judgments must be made in areas where conflicting or no judicial interpretation exist.

~~To provide guidance to those employed by Riverside Community College in the use of copyright materials, and to ensure compliance with the new provisions of the law, the following practices apply:~~

1. Employees of the Riverside Community College District will abide by all aspects of the Copyright Law, Title 17 of the United States Code, to the extent possible under authoritative interpretation of the law.
2. When atypical requests for the use of or duplication of copyright materials occur, and where a clear interpretation of the law is not readily available (documented) from a recognized authority, ***District counsel will be contacted for an opinion/interpretation on the issue at hand.*** ~~and in order to impede the educational process, the District will entrust temporary decision making powers to a committee chaired by the Dean of Academic Services. This committee is to be composed of the Dean of Academic Services; the Assistant Dean of Academic Services, Instructional Media Center, the Chairperson of the Library; a faculty representative of the Academic Senate; and a faculty member from the performing arts. This committee shall review specific requests and will make ad hoc recommendations to the President of the College.~~

~~3. Any list of operating guidelines under the copyright law for use by District employees shall be approved by the Riverside County Counsel prior to its effective date.~~

NOTE: The information in **regular type** is current Riverside CCD Policy 5045 titled Use of Copyrighted Materials adopted on 5-16-78. The information in ***bold italic type*** is provided by RCCD staff.

Date Approved:

(This procedure replaces RCCD Policy 5045)

Riverside Community College District Policy

No. 3820

**General Institution
DRAFT**

BP 3820 GIFTS

Reference:

Education Code Section 72205, 72670

- ❖ From Riverside CCD Policy 6140 titled Gifts, Grants, Bequests, and Fund Raising

The ~~Riverside Community College~~ District is committed to accept gifts, grants, donations and bequests for the benefit of the District. Acceptance of such gifts, grants, donations and bequests will be through the Riverside Community College **District** Foundation **Board of Directors** and may be subject to such conditions or restrictions as the ~~Board~~ **Board** may prescribe. **The Board of Directors reserves the right to refuse to accept any gift which does not contribute toward the goals of the District, or the ownership of which would have the potential to deplete resources of the District.**

A coordinated program of fund raising from governmental, business and community sources to assist in supporting the **District's** ~~College's~~ goals and objectives will be pursued by the ~~Riverside Community College~~ Foundation with the prior approval of the Board of Trustees and the **Chancellor** ~~President of the College~~.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the *Foundation or the District* of a product, enterprise, or entity.

In no event shall the *Foundation Board of Directors* accept a donation from any donor who engages in practices or policies which discriminate against any person on the basis of race, sex (i.e., gender), color, religion, national origin, age, disability, or sexual orientation preference; or when the stated purposes of the donation are to facilitate such discrimination in providing educational opportunity.

NOTE: The **bold type** signifies language that is legally advised. The language in **regular type** is current Riverside CCD Policy 6140 titled Gifts, Grants, Bequests, and Fund Raising adopted on 3-6-84.

Date Adopted:

(Replaces current Riverside CCD Policy 6140)

BP 4106 NURSING PROGRAMS

References:

Education Code Sections 66055.8, 66055.9, 70101, 70106, 70120, 70124, 60125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3 and 92645;
Title 5, Sections 55060, et seq;
Health and Safety Code Section 128050

The District shall consider all of the following when screening ***potential*** nursing students:

- ❖ **Academic degrees or diplomas, or relevant certificates, held by the applicant;**
- ❖ **Grade point average in relevant coursework;**
- ❖ **Life experiences or special circumstances of an applicant; and**
- ❖ **Proficiency or advanced level coursework in languages other than English.**

Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

Loan assumption agreements may be awarded to undergraduate and graduate students with demonstrated academic ability.

NOTE: *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore)*

Date Adopted:

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

Riverside Community College District Policy

No. 4222

**Academic Affairs
DRAFT**

**BP 4222 BASIC SKILLS/DEVELOPMENTAL EDUCATION
(Remedial Coursework)**

References:

Title 5 Section **55035**

❖ **From current Riverside CCD Policy 6093 titled Remedial Limitation**

Riverside Community College District *recognizes its students' needs for remedial coursework, or other methods of remediation, which shall be made available to all incoming students based upon appropriate assessment instruments, methods or procedures.* has, in accordance with provisions of AB 1725, established guidelines limiting the number of units students can earn in remedial (pre-collegiate basic skills) courses to 24 semester units. These regulations are effective for courses taken at Riverside Community College after July 1, 1993.

*NOTE: This policy is suggested as good practice. The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6093 titled Remedial Limitation adopted on 7-22-93.*

Date Adopted:

(This is current Riverside CCD Policy 6093
just re-numbered)

Riverside Community College District Policy

No. 4226

**Academic Affairs
DRAFT**

BP 4226 MULTIPLE AND OVERLAPPING ENROLLMENTS

Reference:

Title 5 Section 55007

The Chancellor shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.

The Chancellor shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5 Section 55007.

***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

Date Adopted:

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

Riverside Community College District Policy

No. 4600

**Academic Affairs
DRAFT**

BP 4600 NEWS MEDIA

References:

No references

❖ **From current Riverside CCD Policy 6000 titled Board of Publications**

The ~~Riverside Community College~~ District supports the availability of a comprehensive writing experience for its students. An integral part of this experience shall be the establishment of a Board of Publications which shall function as a review board for all student selected publications. The detailed functions of the Board of Publications shall be as outlined in the related ***administrative procedure*** regulations.

NOTE: *This policy is suggested as good practice. The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6000 titled Board of Publications adopted on 10-7-80.*

Date Adopted:

*(This is current Riverside CCD Policy 6000
just re-numbered)*

Riverside Community College District Policy

No. 5031

**Student Services
DRAFT**

BP 5031 INSTRUCTIONAL MATERIALS FEES

References:

Education Code Section 76365, 79121, and 81458;
Title 5 Sections 59400 et seq.

❖ **From Riverside CCD Policy 7035 titled Course Materials and Supplies Fees**

The ~~Riverside Community College~~ District has a strong commitment to ensuring accessibility to all its programs and services for residents of the District who are capable of benefiting from the experiences provided. As an important component of this “open door” policy, the District actively promotes low cost education for District residents. Where consumable items, supplies, or special services are necessary to enhance the educational experiences of students, the District is compelled to make reasonable charges to the students to assist in defraying the costs of providing these items, supplies, or special services.

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is current Riverside CCD Policy 7035 titled Course Materials and Supplies Fees adopted on 7-7-81 and amended on 1-17-84.

Date Adopted:

(Replaces current Riverside CCD Policy 7035)

Riverside Community College District Policy

No. 5055

**Student Services
DRAFT**

BP 5055 ENROLLMENT/REGISTRATION PRIORITIES

References:

Title 5 Sections 51006, 58106, and 58108

The Chancellor shall establish procedures defining enrollment *and registration* priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

~~Admission priority to designated over-subscribed programs shall be determined according to the legal residence of applicants in the order listed:~~

- ~~1. Residents of the Riverside Community College District.~~
- ~~2. Residents of other community college districts within Riverside County which do not present similar courses or programs.~~
- ~~3. Residents of California community college districts outside Riverside County.~~
- ~~4. Residents of areas outside of California.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is current Riverside CCD Policy 5000 titled Resident Priority for Special Program Applicants adopted on 6-1-71; amended on 12-17-74; readopted on 5-7-75; amended on 4-19-77 and on 12-18-79.

Date Adopted:

(Replaces current Riverside CCD Policy 5000)

(INFORMATION ONLY)

Riverside Community College District Procedure

No. 5055

Student Services

AP 5055 ENROLLMENT PRIORITIES

References:

Title 5 Sections 51006, 58106, and 58108
Education Code 66025.8

All courses and programs of the District shall be open to enrollment in accordance with Board Policy 5052, Open Enrollment, and a priority system consistent with Board Policy 5055 and this Procedure.

Students have the right to challenge any enrollment restriction in accordance with Policy 4260, titled Pre-Requisites, Co-Requisites and Advisories.

No student is required to confer or consult with or required to receive permission to enroll in any class offered by the District, except as provided for in Administrative Procedure 5052, titled Open Enrollment.

Students are not required to participate in any pre-registration activities not uniformly required, and no registration procedures are used that result in restricting enrollment to a specialized clientele.

Program Enrollment

The following programs have separate admissions processes, in accordance with Title 5:

Cosmetology
Culinary Arts
Dental Assisting
Dental Hygiene
Emergency Medical Services: EMT and Paramedic
Esthetician
Fire Academy
Ford ASSET
GM ASEP
Nursing

Physicians Assistant
Peace Officer Academy
Toyota T-Ten

For further information on these programs, contact the program directly, or visit our website at: <http://www.rcc.edu/academicPrograms/occupational/WhenToApply.cfm>

Over-Subscribed Enrollment Priority

Once students satisfy the admissions criteria to over-subscribed programs, enrollment priority shall be determined according to the legal residence of applicants in the following order:

1. Residents of the Riverside Community College District who have completed a minimum of a 3 unit academic course in the Riverside Community College District.
2. Residents of the Riverside Community College District.
3. Residents of other community college districts within Riverside County which do not present similar courses or programs.
4. Residents of California community college districts outside Riverside County.
5. Residents of areas outside of California.

NOTE: Pursuant to legislation, Associate Degree in Nursing programs are exempt from non-evaluative selection criteria.

Office of Primary Responsibility: Student Services

Administrative Approval: February 2, 2009
(Replaces RCCD Policy 5000)

(INFORMATION ONLY)

Riverside Community College District Procedure

No. 5056

Student Services

AP 5056 REGISTRATION PRIORITIES

References:

Title 5 Sections 51006, 58106, and 58108
Education Code 66025.8

Students eligible for and receiving priority or early registration will be allowed to enroll in a maximum of thirteen (13) units for spring and fall terms, and seven (7) units for winter and summer terms (unless otherwise stated) during the priority/early registration period.

Priority Registration

Students in these groups will be coded in the system and allowed priority registration throughout the District:

- a. Group I – Students required by Title 5 and the Education Code to be given priority registration.
- b. Group II – Students who must be enrolled in a minimum of twelve (12) units in the spring and fall terms in order to remain in an established RCCD program, and where specific time restrictions are imposed by the program. Students in a grant-funded program where early registration is an eligibility requirement from the grantor.

Early Registration

Campus Registration Committees will be established and charged with determining eligibility criteria for other groups seeking early registration. Groups granted early registration by a campus committee are eligible for early registration for courses offered through that campus only, or one of its designated sites.

Order of Registration

Students shall be allowed to register in the following order:

- a. Students eligible for priority registration under Group I;
- b. Students eligible for priority registration under Group II;

- c. Students eligible for early registration as approved by the Campus Registration Committees;
- d. Continuing students. Registration dates are set in descending order to that the students with the greatest number of completed units are first, and the least number of completed units follow;
- e. Continuing concurrently enrolled high school students (a maximum of eight (8) units for fall and spring terms and five (5) units for winter and summer terms);
- f. New students. These students are given dates to register in the order in which they apply to the college; and,
- g. New concurrently enrolled high school students (a maximum of eight (8) units for fall and spring terms and five (5) units for winter and summer terms).

Office of Primary Responsibility: Vice Chancellor Student Services
Vice President Educational Services/Student
Services

Administrative Approval: February 2, 2009

**Student Services
DRAFT**

BP 5110 COUNSELING

References:

Title 5 Section 51018

Counseling services are an essential part of the educational mission of the District.

The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Pre-enrollment counseling shall be required of all first-time college students who have declared one of the educational goals delineated in Administrative Procedure 5110.

Counseling shall be required for all first time students enrolled *in six or more units*, students enrolled provisionally, and students on academic or progress probation.

NOTE: *This procedure is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

Date Adopted:

(This is a new policy recommended by the CCLC)

**Student Services
DRAFT**

BP 5120 TRANSFER CENTER

References:

Title 5 Section 51027
Education Code Sections 66720-66744

The District incorporates as part of its mission the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.

The Chancellor shall assure that a Transfer Center Plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students and complies with law and regulations.

***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

Date Adopted:

(This is a new policy recommended by the CCLC)

**Student Services
DRAFT**

BP 5300 STUDENT EQUITY

References:

Education Code Sections 66030, 66250 et seq., and 72010 et seq.;
Title 5 Section 54220

The Board of Trustees is committed to assuring student equity in educational programs and services. The Chancellor shall establish and implement a Student Equity Plan that meets the Title 5 standards for such a plan.

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.

Date Adopted:

(This is a new policy recommended by the CCLC)

**Student Services
DRAFT**

BP 5550 SPEECH: TIME, PLACE, AND MANNER

References:

Education Code Sections 76120 and 66301

The college(s) of the District is/are non-public forums, except for those areas that are generally available for use by students or the community, which are limited public forums. The Chancellor shall enact such administrative procedures as are necessary to reasonably regulate the time, place, and manner of the exercise of free expression in the limited public forums.

The administrative procedures promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated for such use, the distribution of printed materials or petitions in those parts of the District designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.

Students shall be free to exercise their rights of free expression, subject to the requirements of this policy.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, intimidation, or hate violence unless such speech is constitutionally protected.

~~❖ From Riverside CCD Policy 5120 titled Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities~~

~~Riverside Community College District is committed to assuring that all persons may exercise their constitutional rights protected under the First Amendment to the United States Constitution and Article I, Section 2, of the California Constitution. The District's commitment to the exercise of free speech and free expression is not intended to convert all of the facilities maintained and/or owned by the District into a public forum, limited public forum, or designated public forum. As the owner of property, the District reserves the right to limit the use of its facilities for the distribution of literature and to prevent potential disruption of instruction and other activities of the District, in a manner consistent with the Constitution of the State of California and the Constitution of United States.~~

This Board Policy 5120, relating to use of facilities, distribution and posting of literature, and preventing disruption of instructional and/or other District activities does not apply to student news media as provided for in Board Policy **4600, titled "News Media"** 6000.

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff. The information in **regular type** is from Riverside Policy 5120 titled Use of Facilities, Distribution and Posting of Literature, and Preventing Disruption of Instructional and/or Other District Activities adopted on 6-9-98 and amended on 11-15-05.

Date Adopted:

(Replaces current Riverside CCD Policy 5120)

Riverside Community College District Policy

No. 5700

**Student Services
DRAFT**

BP 5700 ATHLETICS

References:

Education Code Sections 78223, 66271.6, 66271.8, and 67360 et seq.

The District shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Chancellor shall assure that the athletics program complies with the California Community Colleges Athletic Association Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). There does not appear to be a current Riverside CCD Policy that addresses this issue.*

Date Adopted:

(This is a new policy recommended by the CCLC)

**Business and Fiscal Affairs
DRAFT**

BP 6700 USE OF FACILITIES

References:

Education Code Sections 82537 and 82542

Use of the District's facilities shall be granted as provided by law. The Chancellor shall establish procedures regarding the use of District property, including but not limited to facilities, equipment and supplies, by community groups and other outside *groups or organizations*.

The administrative procedures shall reflect the requirements of applicable law, including Education Code Sections *referenced above*, regarding District facilities. The regulations shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities.

No group or organization may use District property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, disability, sex (i.e., gender), or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

~~❖ From Riverside CCD Policy 8005 Use of Facilities~~

~~It is the policy of the Riverside Community College District to authorize the use of facilities for public, literary, scientific, recreational, or educational meetings or for the discussion of matters of public interest. The Board may establish such terms and conditions of usage as are deemed proper. The Riverside Community College District desires to make College facilities available to the public whenever possible and so long as there is no conflict with the educational program.~~

NOTE: The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *italic type* is additional language to consider including in this policy. The information in regular type is current Riverside CCD Policy 8005 titled Use of Facilities adopted on 9-19-78 and amended on 11-4-80, 6-2-92, and 5-16-06.

Date Adopted:

(Replaces current Riverside CCD Policy 8005)

Riverside Community College District Policy

No. 7348

**Human Resources
DRAFT**

BP 7348 RETIREMENT CREDIT FOR UNUSED SICK LEAVE

References:

Education Code Sections 22717, 87781, and 88191;
Government Code Section 20963 and 20963.5

~~❖ From current Riverside CCD Policy/Regulation 3096 titled Unused Sick Leave Retirement Credit - Academic Employees~~

~~The policy of the Riverside Community College District *will* is to report to the State Teachers' Retirement System *for academic employees, and to the Public Employees' Retirement System, for classified employees*, each employee's unused sick leave at the time of an employee's retirement. ~~, in accordance with applicable sections of the Education Code.~~ Such unused sick leave shall be credited to the retiree's service credit *to the extent allowed by law.* as provided for in Education Section 22719.~~

~~Any certificated employee, who became a member of the State Teachers' Retirement System, on or after July 1, 1980, shall not be eligible for this provision.~~

Retirees may not receive a lump sum settlement for unused sick leave days accumulated.

~~❖ From current Riverside CCD Policy/Regulation 4081 titled Unused Sick Leave Retirement Credit - Classified Employees~~

~~The policy of the Riverside Community College District is to report unused sick leave to the public employees' retirement system at the time of an employee's retirement, in accordance with applicable sections of the Education Code and the Government Code. Such unused sick leave shall be credited to the retiree's service credit as provided for in Government Code Section 20862.5.~~

~~Any classified employee who became a member of the Public Employees' Retirement System on or after July 1, 1980, shall not be eligible for this provision.~~

~~❖ Regulations for Policy 3096, Unused Sick Leave - Retirement Credit - Academic Employees~~

- ~~I. Any unused days of sick leave allowed pursuant to Education Code 87781 shall be credited towards retirement service credit for retiring certificated employees, in accordance with provisions of Education Code Section 22719.~~
- ~~II. Any certificated employee who became a member of the State Teachers' Retirement System on or after July 1, 1980 shall not be eligible for this provision.~~
- ~~III. Retirees may not receive a lump sum settlement for unused sick leave days accumulated.~~

~~❖ **Regulations for Policy 4081, Unused Sick Leave – Retirement Credit Classified Employees (Members of PERS)**~~

- ~~I. Any accumulated days of leave of absence for illness or injury allowed pursuant to Education Code Section 88191 which are unused at the time of retirement shall be credited towards retirement service benefit for retiring classified employee.~~
- ~~II. Any classified employee who became a member of the Public Employees' Retirement System on or after July 1, 1980, shall not be eligible for this provision.~~
- ~~III. Retirees may not receive a lump sum settlement for unused sick leave days accumulated.~~

Office of Primary Responsibility: ***Vice Chancellor, Diversity and Human Resources***

NOTE: The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy/Regulation 3096 titled *Unused Sick Leave – Retirement Credit – Academic Employees* adopted on 3-7-89 and Policy/Regulation 4081 titled *Unused Sick Leave – Retirement Credit – Classified Employees* adopted on 3-7-89.

Date Adopted:

(Replaces current Riverside CCD Policies & Regulations 3096 and 4081)

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF JANUARY 20, 2009

Vice Chairperson Green called the committee to order at CALL TO ORDER
6:00 p.m., in Student Services 101, Moreno Valley
Campus

Committee Members Present

Mrs. Janet Green, Vice Chairperson
Ms. Virginia Blumenthal, Vice President, Board of Trustees (arrived at 6:15 p.m.)
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Mr. Salvador Soto, Academic Senate Representative, Riverside City College
Dr. Richard Mahon, Senate Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Ms. Janelle Guzman, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Ms. Reagan Romali, Vice President, Business Services, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Dr. Arend Flick, Associate Professor, English
Ms. Sheryl Tschetter, Associate Professor, English
Dr. Amber Casolari, Assistant Professor, Economics

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources

Dr. Maghroori led the review of the proposed curricular PROPOSED CURRICULAR CHANGES
changes that will be brought to the Board for approval at
the January 27th regular meeting. Discussion followed.

Dr. Maghroori discussed an agreement to fund a SUBCONTRACT AGREEMENT WITH
collaborative project with California Poly Pomona CALIFORNIA POLY POMONA
Foundation, Inc., from October 1, 2008, through FOUNDATION, INC.
September 30, 2009, for an amount not to exceed
\$253,640 that the Board will be asked to ratify at the
January 27th meeting. Discussion followed.

Dr. Maghroori discussed an agreement to fund a collaborative project with California State University, San Bernardino, from October 1, 2008, through September 30, 2010, for an amount not to exceed \$227,945 that the Board will be asked to ratify at the January 27th meeting. Discussion followed.

SUBCONTRACT AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO FOUNDATION

Dr. Maghroori presented an agreement to provide workshops and supportive Independent Living Skills/Emancipation services for the period January 1, 2009, through June 30, 2011, for an amount of \$2,781,914 that the Board will be asked to ratify at the January 27th meeting. Discussion followed.

AGREEMENT WITH RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

Dr. Maghroori, accompanied by Ms. Kauffman, Dr. Flick, Ms. Tschetter, and Dr. Martinez, presented a report on the General Education Student Learning Outcomes survey. Discussion followed.

GENERAL EDUCATION STUDENT LEARNING OUTCOMES: GRADUATE SURVEY FINDINGS

Dr. Maghroori introduced Dr. Casolari who provided a history of developments in faculty development since the late 1960s and current advances of faculty development at Riverside City College. Discussion followed.

FACULTY DEVELOPMENT

The committee received the sabbatical leave report from Dr. Flick for information. Discussion followed.

SABBATICAL LEAVE REPORT

The committee adjourned the meeting at 6:43 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF JANUARY 20, 2009

Chairperson Green called the committee to order at CALL TO ORDER
7:00 p.m., in Student Services Room 101, Moreno Valley
Campus.

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Mr. Mark Takano, Secretary, Board of Trustees (arrived at 7:01 p.m.)
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Lee Nelson, Academic Senate Representative, Riverside City College
Mr. Mark Carpenter, CTA Representative, Riverside City College
Ms. Karina Medel, ASRCCD Student Representative

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Ms. Reagan Romali, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff

Guests Present

Dr. James Buysse Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice chancellor, Diversity and Human Resources
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Darryl Cartozian, Chief Executive Officer, Higginson + Cartozian Architects, Inc.
Mr. Mark Farrell, Vice President, Piper Jaffray

Ms. Romali introduced Mr. Cartozian, Chief Executive Officer of Higginson+Cartozian Architects. Inc., who provided a design presentation on the Network Operation Center for the Moreno Valley Campus. The Board will be asked to approve the project design budgeted in the amount of \$2,944,092, and the utilization of Measure C funds at the January Board meeting. Discussion followed. NETWORK OPERATION CENTER PROJECT – MORENO VALLEY CAMPUS

Dr. Buysse gave a report concerning the State Construction Reimbursement Program, the action taken by the Pooled Money Investment Board to suspend financing for infrastructure projects, and he offered recommendations for interim funding of active and planned projects. Discussion followed. STATE CONSTRUCTION REIMBURSEMENT PROGRAM

Mr. Farrell, Vice President of Piper Jaffray, provided an update on the District's Measure C General Obligation Bond Program that included discussion on the bonding plan at the time of the Series C issuance, the history and projection of assessed value, and a scenario for future bond issuance. Discussion followed

MEASURE C ISSUANCE UPDATE

The committee adjourned the meeting at 7:54 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF JANUARY 20, 2009

Chairperson Takano called the committee to order at 8:00 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Mr. Virginia Blumenthal, President, Board of Trustees
Mrs. Janet Green, Secretary, Board of Trustees
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Mr. Salvador Soto, District and Senate Representative, Moreno Valley Campus
Mr. Richard Mahon, Senate Representative, Riverside City College
Ms. Tish Chavez, Confidential Representative, Riverside City College
Ms. Tamara Caponetto, CSEA Representative, Norco Campus
Mr. Gustavo Segura, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Ms. Reagan Romali, Vice President, Business Services, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Orin Williams, Associate Vice Chancellor, Facilities
Planning, Design and Construction

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Mr. Neville Kenning, Vice President, Public Sector Consulting

Mr. Williams presented a construction management agreement with Barnhart, Inc., a Heery International Company, for the Riverside Nursing/Sciences Building for a total fixed fee amount of \$5,785,165 that will be presented to the Board of Trustees on January 27th for approval. Discussion followed.

RIVERSIDE NURSING/SCIENCES
BUILDING PROJECT – MULTIPLE
PRIME CONSTRUCTION
MANAGEMENT AGREEMENT –
BARNHART INC., A HEERY
INTERNATIONAL COMPANY

Mr. Williams led the committee review of a proposed change order relative to the District modular projects for Moreno Valley Allied Health Sciences and Riverside City College that will be presented to the Board at the January 27th meeting. Discussion followed.

DISTRICT MODULAR PROJECTS –
MORENO VALLEY ALLIED HEALTH
SCIENCES AND RIVERSIDE CITY
CAMPUS – CHANGE ORDER NO. 2

Mr. Williams presented an amendment to an agreement with River City Testing in the amount of \$57,217.25 that would utilize Measure C funds and provide a provision that the agreement end date may be extended without additional compensation. The amendment to the agreement will be presented to the Board for approval at the January 27th Board meeting. Discussion followed.

DISTRICT MODULAR PROJECTS –
INSPECTION/TESTING SERVICES
AMENDMENT – RIVER CITY
TESTING

Mr. Williams led the discussion regarding an amendment to an agreement for additional architectural services for the Moreno Valley Food Services Remodel in the amount of \$162,370, using Measure C funds. It includes a provision that the agreement end date may be extended without additional compensation. The amendment to the agreement will be presented for approval to the Board at the January 27th meeting. Discussion followed.

MORENO VALLEY CAMPUS FOOD
SERVICES REMODEL
AGREEMENT/AMENDMENT –
HIGGINSON+CARTOZIAN
ARCHITECTS, INC.

Mr. Williams led the review of a proposed change order for the Riverside City Campus Food Service Remodel using Measure C funds that will be presented to the Board for approval on the 27th. Discussion followed.

RIVERSIDE CITY CAMPUS FOOD
SERVICE REMODEL – CHANGE
ORDER NO. 1

Ms. Kane and Mr. Kenning discussed basic concepts of the classification and compensation study, including the background, objectives, and process of the study as well as the cost to implement the new salary structures for classified and academic management employees. Discussion followed.

HAY GROUP CLASSIFICATION AND
COMPENSATION STUDY REVIEW

Dr. Buysse, along with Mr. Brown, briefed the Committee relative to the 2008-2009 state budget update and Riverside Community College District projections for fiscal years 2008-2009 and 2009-2010. Discussion followed.

2008-2009 STATE BUDGET UPDATE

The committee adjourned the meeting at 9:54 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-C

DATE: February 24, 2009

Subject: Appointment of Individual to the Measure C Citizens' Bond Oversight Committee

Background: When vacancies occur on the RCCD Measure C Citizens' Bond Oversight Committee—either through resignation or the completion of a member's term—it is the responsibility of the Board of Trustees to select and appoint individuals to fill those vacancies. In December 2008, the student representative to the Committee resigned for personal reasons. This vacancy requires that candidates be a member of a RCCD student organization or group. One application was submitted and has been forwarded to the Board of Trustees for consideration.

Recommended Action: It is recommended that the Board of Trustees consider the application submitted by the individual interested in serving on the Measure C Citizens' Bond Oversight Committee for appointments in the student representative category to fill the two-year term of service, which began in August 2008 and ends in August 2010.

Irving G. Hendrick
Interim Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs & Institutional Advancement
(Staff to Citizens' Bond Oversight Committee)

Application for Appointment Citizens' Bond Oversight Committee Riverside Community College District

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designations for which you are qualified:

- Business Representative Company Name: _____
- Active Member of a Senior Citizen Group Group Name: _____
- Member of a Taxpayer Organization Organization Name: _____
- RCCD Student Organization/Student Club Org. Name: ASREC
- Member of a College Support Organization Org. Name: _____
- Member of the San Bernardino and Riverside Counties Central Labor Council
- At-Large Community Member

If possible, please provide a contact person and phone number for the organization in which you are active. The College District may contact these organizations to verify your participation. Attach extra sheets, if necessary, to complete this application.

General Information:

Name: ISRAEL LANDA
Home Address: 4776 BOYD CT
Home Telephone: (951) 858-2533 E-mail: israel_landae@hotmail.com

Employer Information:

Name of Employer: _____
Work Address: _____
Work Telephone: _____ E-mail: _____

Educational Background (optional; you may attach a resume or additional pages, if needed):

College and/or University: ATTENDING RIVERSIDE COMMUNITY COLLEGE
Degree/Major: ~~ABSTRACT~~
Vocational and/or Other Institution: _____
Certificate/Technical Training: _____

Additional Information:

1. Have you been a member of any College District committee? Yes No If yes, if what capacity?
2. Are you or have you or anyone in your immediate family ever been employed by the District? Yes No If yes, please explain: _____
3. List present or past membership in any community service (e.g., volunteer, civic or youth) organizations: ASRCC STUDENT VICE PRESIDENT, ASREC STUDENT SENATE.

4. List participation in professional seminars, workshops or organizations: _____

Qualifications:

Describe your training and experience in finance, facilities, and/or construction. (Attach a resume or additional pages, if needed.) I HAVE A C-33 PAINTING LICENSE

Please answer the following questions:

5. How long have you been a resident within the College District? 3 Years 0 Months

6. Do you have any family members who now attend (or have attended) one of the RCCD campuses or educational centers? Yes No If yes, which campus or center: RIVERSIDE COMMUNITY COLLEGE

7. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Bond Oversight Committee? Yes No If yes, please explain: _____

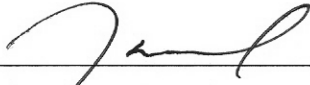
8. Why you would like to be appointed to this Committee? (Attach additional pages, if needed.) _____
I WANT TO HELP THE STUDENT COMMUNITY MAKING DECISIONS THAT AFFECT THEM.

Are you a vendor, contractor or consultant of the College District? Yes No If yes, please explain: _____

9. Are you available to attend Committee meetings on weeknights? Yes No If no, please explain. _____

Certificate of Applicant:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature:  Date: 01-15-09

Completed signed applications should be returned to the RCCD Office of Public Affairs, 4800 Magnolia Ave., Riverside, CA 92506 or fax to (951) 682-5943. Please be aware that completed applications are public records available for public review. If you have any questions, please call 951-222-8857.