

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
November 17, 2009 – 6:00 p.m. – Student Services 101, Moreno Valley 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) 222-8801 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 - Special Meeting of October 10, 2009
Regular Meeting of October 20, 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. “Special Presentation – Announcement of Riverside School for the Arts Task Force” – Dr. Gregory W. Gray, Chancellor, Riverside Community College District
 - 2. “Special Presentation – Recognition of Student Advocacy and Go Pass” – Dr. Monte Perez, President, Moreno Valley

- Information Only**

- B. Agreement with Bill and Melinda Gates Foundation

- Recommend ratifying the award for the Communities Learning in Partnership (CLIP) program, a joint effort between Riverside City College and the City of Riverside.

- Recommended Action: Request for Ratification**

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

(b) Contract Faculty

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

(d) Department Chairs

2. Adjustment of Effective Date of Employment

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

4. Sabbatical Leave Report

b. Classified Personnel

1. Appointments

(a) Management/Supervisory (None)

(b) Management/Supervisory – Categorically Funded (None)

(c) Classified/Confidential

(d) Classified/Confidential – Categorically Funded

(e) Non-Classified Short Term

(f) Temporary as Needed Student Workers

2. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)
 3. Request to Adjust Effective Date of Employment
 4. Request to Adjust Effective Date of Retirement
 5. Request to Change Titles
 6. Non-Continuance of Probationary Employee
 7. Separations
2. Purchase Order and Warrant Report—All District Funds
 - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
 3. Budget Adjustments
 - a. Budget Adjustments
 - Request approval of various budget transfers between major object codes within the approved budget concerning supplies, services, equipment and personnel as requested by administrative personnel; request authorizing the necessary balancing transfers among various accounts and funds of the District.
 - b. Resolutions to Amend Budget
 1. Resolution to Amend Budget – Resolution No. 07-09/10 2009-2010 College Cost Reduction and Access Act (CCRAA) Access to Success Program
 - Recommend adopting a resolution to add revenue expenditures to the adopted budget and authorize signing of said Resolution.
 2. Resolution to Amend Budget – Resolution No. 8-09/10 2009-2010 College Cost Reduction and Access Act (CCRAA) Step Up to Success Cooperative Program
 - 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. 9-09/10 2009-2010 College Cost Reduction and Access Act (CCRAA) Project Success Program

- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

4. Resolution to Amend Budget – Resolution No. 10-09/10
2009-2010 Zenith Mentoring Foster Youth/Independent
Living Program

- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

5. Resolution to Amend Budget – Resolution No. 11-09/10
TRIO Student Support Services Program/Middle
College High School Program/CTE Community
Collaborative Project – UNITE Program

- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

6. Resolution to Amend Budget – Resolution No. 14-09/10
2009-2010 WIA/ARRA Community College Class Size
Training Program

- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution, contingent on approval of Board Report No. VI-A-1 presented later in this agenda.

7. Resolution to Amend Budget – Resolution No. 15-09/10
2009-2010 Community Learning in Partnership (CLIP)
Planning Grant

- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution, contingent on approval of Board Report No. II-B presented earlier in this agenda.

c. Contingency Budget Adjustments (None)

4. Bid Awards

a. Award of Bid – District Modular ADA Upgrades, Riverside
and Moreno Valley Campus

- Recommend awarding a bid.

b. Award of Bid – Dental Operatory Furniture, Fixtures and
Equipment – March Dental Education Center

- 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.

 - b. Contract Amendment with Foundation for California Community College
 - Recommend ratifying an amendment to the agreement to decrease funding amount for the District’s Child Development Careers program.

 - c. Using Master Price Agreements for Purchasing – Lenovo, Apple, Dell and Hewlett Packard
 - Recommend approving the use of Western State Contracting Alliance agreements to purchase propriety hardware as needed for all departments in the District.

 - d. Using Competitively Bid Piggyback Contract to Purchase Office, Classroom, Health, Athletic, Technology and Furniture Supplies from OfficeMax
 - Recommend approving the use of a competitively bid piggyback bid contract from the Oakland Unified School District.

 - e. Market Street Properties, Heating Building Concrete Fin Removal – Emergency Resolution No. 16-09/10
 - Recommend approval of the agreement and resolution for emergency repairs to the Market Street properties.

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.

Recommended Action: Request for Approval and Ratification

B. Information

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

2. 2008-2009 CCFS-311 – Annual Financial and Budget Report
- Informational report of revenues and expenditures for FY 2008-2009.
3. Measure C Project Commitments Summary
- Informational report on Measure C general obligation bond financial activity through the period ended October 31, 2009.

Information Only

VI. Board Committee Reports

A. Teaching and Learning Committee

1. Workforce Investment Act Training Courses
- Recommend ratifying the contract with Riverside County Economic Development Agency to provide Workforce Investment Act Training Courses.

Recommended Action: Request for Ratification

B. Resources Committee

1. 2008-2009 Proposition 39 Financial and Performance Audits
- Recommend receiving the independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2009.
Recommended Action: Receive for file
2. Pulled
3. Pulled
4. Moreno Valley Parking Structure and Surge Space – Multiple Prime Construction Management Agreement – C.W. Driver
-Recommend approving an agreement for construction management multiple prime services.
5. Food Services Remodel Project (Moreno Valley Campus) – Change Order No. 1
- Recommend approving an agreement for construction management multiple prime services.
6. Interim Food Service Facility (Moreno Valley Campus) – Change Order No. 1
- Recommend approving a change order requested by District staff.
7. Moreno Valley Campus Safety and Site Improvement Project – Change Order No. 1

- Recommend approving a change order extending a contract by seven (7) calendar days.

8. Phase III – Norco/Industrial Technology Project – Change Orders
- Recommend approving change orders as described in Change Order Summary for this project.
9. Norco Campus Soccer Field Project (Phase II) – Change Order No. 2
- Recommend a change order as described in a Change Order Summary for this project.
10. Norco Student Support Center – Design Amendment No. 3
- Recommend approving an amendment to provide additional architectural and engineering services.
11. Riverside Nursing/Science Building Project – Design Amendment No. 5
- Recommend approving an amendment to a design services agreement.
12. Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) Project – Design Amendment No. 1
- Recommend approving an amendment to a design services agreement.

Recommended Action: Request for Approval

C. Planning Committee

1. Tequesquite Arroyo Trunk Sewer Project – Riverside City College
- Recommend approving the Tequesquite Arroyo Trunk Sewer Project agreements for repair of Saunders Street.
2. Riverside Nursing/Science Building Project (Phase II) – Update and Award of Bids
- Recommend approving the Riverside Nursing/Science Building Project (Phase II) bids.

Recommended Action: Request for Approval

D. Governance Committee

1. Master Agreement Between Riverside Community College District and Riverside Community College District Foundation
- Recommend approving the agreement that clarifies the relationship between the District and the Riverside Community College District Foundation

Recommended Action: Request for Approval

E. Board of Trustees Committee Meeting Minutes

- Recommend receipt of minutes from the October 6, 2009 Board of Trustees Governance, 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
- B. Norco Campus/Riverside Community College District
- C. Riverside City College

IX. Bargaining Unit Reports

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

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.

Information Only

XI. Closed Session

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

Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING ON OCTOBER 10, 2009

President Blumenthal called the special meeting of the Board of Trustees to order at 10:10 a.m., at the Alumni House, 3564 Ramona Drive, Riverside.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Ms. Brianna Duru, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor

Guest(s) Present

Mr. Brad Neufeld, Esquire, Attorney, Gresham Savage, Nolan & Tilden

Ms. Blumenthal led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 10:11 a.m., pursuant to Government Code Section 54957, Public Employee Performance Evaluation; Title: Chancellor.

CLOSED SESSION

The Board reconvened to open session at 12:10 p.m., and discussion took place regarding the 2009-2010 budget.

RECONVENED TO OPEN
SESSION AND BUDGET

Dr. Gray led the review and discussion about current projects.

KEY PROJECTS AND
INITIATIVES

The Board adjourned the meeting at 3:10 p.m.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF OCTOBER 20, 2009

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m. in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

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

Staff Present

Dr. Gray, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus (arrived at 6:40 p.m.)
Ms. Chris Carlson, Chief of Staff
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services and Operations
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Lisa Conyers, Vice President, Educational Services, Moreno Valley Campus
Dr. Sharon Crasnow, District and Norco Campus Academic Senate Representative
Dr. Richard Davin, President, Academic Senate, Riverside City College
Dr. Travis Gibbs, President, Academic Senate, Moreno Valley Campus
Mr. Gustavo Segura, President, CSEA
Ms. Shari Yates, Secretary, CTA

RCC Student Steven Amie led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the regular meeting of September 15, 2009. Motion carried. (5 ayes)

MINUTES OF THE REGULAR
MEETING OF SEPTEMBER 15, 2009

CHANCELLOR'S REPORTS

Presentations

Dr. Muto introduced Mr. John Byun, Instructor, Music, who directed the RCC Chamber Singers as they performed a song.

“Special Presentation – Chamber Singers” - Dr. Jan Muto, President, Riverside City College

Dr. Muto introduced cast members who performed a scene from the play.

“Special Presentation – The Full Monty Cast Members” – Dr. Jan Muto, President, Riverside City College

Dr. Muto introduced Mr. Rich Finner, Associate Professor, Applied Digital Media and Printing, who introduced the students who participated in the National Skills USA Leadership and Skills Conference, where RCC students were awarded gold and silver medals at the July conference, as well as several other meritorious placements.

“Special Presentation – The SkillsUSA Winners” – Dr. Jan Muto, President, Riverside City College

Dr. Muto introduced Mr. Lovelace, Associate Professor, Journalism, who recognized Viewpoints journalism students. Viewpoints newspaper is the only community college newspaper nationwide to be selected as a finalist for the Associated Collegiate Press’ national Story of the Year award for their multimedia web site of the November 2008 election night coverage.

“Special Presentation – Journalism Winners” – Dr. Jan Muto, President, Riverside City College

Ms. Figueroa, seconded Ms. Green, moved that the Board of Trustees adopt the resolution. Motion carried. (5 ayes)

Resolution No. 05-09/10 – Resolution Recognizing November 2-6, 2009 as Community College Week

Ms. Duru presented the report about recent and future student activities at the Moreno Valley and Norco Campuses and Riverside City College.

STUDENT REPORT

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 14)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,900,525 and District Warrant Claims totaling \$5,114,448; (Appendix No. 15)

Purchase Order and Warrant Report – All District Funds

Grant out-of-state travel requests; (Appendix No. 16)

Out-of-State Travel

Ratify the contracts totaling \$375,555; (Appendix No. 17)

Contracts and Agreements
Report Less than \$76,700 – All
District Resources

Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District; (Appendix No. 18)

Surplus Property

Accept the projects listed as complete; approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the Notices; (Appendix No. 19)

Notices of Completion

Motion carried. (5 ayes)

In accordance with Board Policy 1042, the Chancellor has accepted the resignations of Ms. Kathleen Bender, Accounting Technician, effective December 30, 2009, for retirement.

Information

Separation

The Board received for their review and information a summary report on the general obligation bond financial activity through the period ended September 30, 2009.

Measure C Project
Commitments Summary

BOARD COMMITTEE REPORTS

Teaching and Learning

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees affirm the District Mission Statement. Motion carried. (5 ayes)

Riverside Community College
District Mission Statement

Resources

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the amendment for a Leadership Energy and Environmental Design Feasibility Study with GKK Works for the project, in an amount not to exceed \$24,900, and authorize the President of Riverside City College to sign the amendment. Motion carried. (5 ayes)

Riverside Nursing/Science
Building Project – Design
Amendment #4

The Board received for information the first of three reports presented by Mr. Richard Keeler, Director, Grants Office, and Ms. Colleen Molko, Associate Director, Grants Office. This report provides the Board with a brief background concerning the development of grant procedures, and the 2009-2010 master grants submission list which represents the grants the District intends to apply for in the 2009-2010 academic year.

Master Grant Submission
Schedule for 2009-2010

Board President Blumenthal opened the Public Hearing for the adoption of the 2009-2010 budget at 6:50 p.m. There were no questions/comments from the public, and the hearing was closed at 6:51 p.m.

2009-2010 Budget – Public
Hearing and Budget Adoption

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees adopt the 2009-2010 Budget for the Riverside Community College District. Motion carried. (5 ayes)

Planning Committee

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the inclusion of an additional theme in the District Strategic Plan 2008-2012. Motion carried. (5 ayes)

Riverside Community College
District Report Card on the
Strategic Plan 2008-2012

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the scope design of the project and the tentative budget, in the amount of \$16,009,004, and authorize the use of Measure C funds. Motion carried. (5 ayes)

Norco Secondary Effects Project
– Tentative Budget Approval

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the proposed consulting services agreements with Facilities Planning and Consulting Services, in an amount not to exceed \$24,000, and Facilities Planning & Program Services, Inc., in an amount not to exceed \$76,000, using District Measure C funds in a combined amount of \$100,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Consulting Services for the
Office of Facilities Planning,
Design and Construction

Governance Committee

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Board Policies 3280 and 3505B. Motion carried. (5 ayes)

Revised and New Board Policies
– First Reading

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve Board Policies 3810 and 7230. Motion carried. (5 ayes)

Revised and New Board Policies
– Second Reading

The Board received for information the minutes from the September 1, 2009 Board of Trustees Governance and Resources Committee Meetings.

Board of Trustees Committee
Meeting Minutes

ADMINISTRATIVE REPORTS

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the college closure from December 28–31, 2009 for confidential and management employees. Motion carried. (5 ayes)

College Closure – December 28-
31, 2009

A comment was made by Ms. Amrita W. Lolong regarding student dissatisfaction with courses being eliminated and budget cuts.

COMMENT FROM THE PUBLIC

ACADEMIC SENATE REPORTS

Dr. Travis Gibbs presented the report on behalf of the Moreno Valley Campus Academic Senate.

Moreno Valley Campus

Dr. Sharon Crasnow presented the report on behalf of the District and Norco Campus Academic Senate.

District and Norco Campus

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

Riverside City College

BARGAINING UNIT REPORTS

Ms. Shari Yates, Secretary, CTA, presented the report on behalf of the CTA.

CTA – California Teacher’s
Association

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

CSEA – California School
Employees

The Board adjourned the meeting at 7:31 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No. II B

Date: November 17, 2009

Subject: Agreement with Bill and Melinda Gates Foundation

Background: Presented for the Board's review and consideration is an award from the Bill and Melinda Gates Foundation for Communities Learning in Partnership (CLIP) program. This is a joint effort between Riverside City College and the City of Riverside. The funding is to develop a formal proposal that will increase postsecondary credential completion among low-income young adults; help them to understand, document and build on their success; and explore and understand how and to what extent connectivity among key stakeholders in part of their success. Total payment under this agreement shall not exceed \$140,595.00, for the period October 23, 2009 through July 31, 2010. Funding source: Bill and Melinda Gate Foundation.

Recommended Action: It is recommended that the Board of Trustees ratify the award, for the time frame of October 23, 2009 through July 31, 2010, in the amount of \$140,595.00, and authorize James Buysse, Vice Chancellor, Administration and Finance, to sign the Contract.

Gregory Gray
Chancellor

Prepared by: Jan Muto, President
Riversid e City College

Shelagh Camak
Executive Dean, Workforce Development and Student Success
Riversid e City College

Michael Wright
Director, Workforce Preparation Grants and Contracts
Riversid e City College

BILL & MELINDA
GATES *foundation*

PO Box 23350
Seattle, WA 98102, USA
V 206/709.3100
F 206/709.3180
www.gatesfoundation.org

October 23, 2009

Dr. Jan Muto, President
Riverside Community College District
4800 Magnolia Ave
Riverside, CA 92506

Re: U.S. Program / Grant Number OPP1009068
CLIP: Community Planning Grants

Dear Dr. Muto:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award Riverside Community College District a grant in the amount of \$140,595.00 for the period beginning on the date you sign this agreement (the "Start Date") to July 31, 2010 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

Charitable Purpose of the Grant. The Foundation has initiated a Communities Learning in Partnership ("CLIP") effort. The goal of CLIP is to support and accelerate the work of selected communities in their efforts to increase postsecondary credential completion among low-income young adults; help them to understand, document, and build on their success; and explore and understand how and to what extent connectivity among key stakeholder institutions is a part of their success; and inform each site's future efforts. Riverside is one of seven communities selected by the Foundation to participate in CLIP. The grant funds will be used by Riverside Community College District to participate in CLIP to increase postsecondary completion rates as described in its proposal (the "Proposal") and budget (the "Budget") dated July 29, 2009 (together, the "Project").

To help ensure the success of the CLIP effort, the Foundation has made a grant to National League of Cities Institute ("NLCI") to serve as project coordinator across the seven participating communities. As project coordinator, NLCI will be the primary point of contact for Riverside Community College District with respect to this grant. NLCI has the duties and responsibilities described in Exhibit A to this Grant Agreement.

Tax-Exempt Status. Riverside Community College District confirms it is a governmental unit within the meaning of sections 170(b)(1)(A)(v) and 170(c)(1) of the Internal Revenue Code of 1986 because it is a state, or a political subdivision, agency or instrumentality of a state, or the United States federal government, or the District of Columbia. You agree to advise us immediately if there is any change in your organization's exempt status during the Grant Period.

Use of Grant Funds. Grant funds may only be used for the Project. Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Foundation. Any Budget cost category change of more than 10% must be approved in writing by the Foundation in advance. You may not use the grant funds to reimburse any expenses you chose to incur prior to the Start Date.

Political Campaign/Lobbying Activity. Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. This grant is not in any way earmarked to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation.

Investment of Grant Funds. Grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Foundation requires you to report the amount of any interest or other income generated by the grant funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to another of your Foundation-funded projects (current or under consideration).

Subgrants and Subcontracts. You have the exclusive right to select subgrantees and subcontractors for the Project. The Foundation has not earmarked the use of the grant funds for any specific subgrantee or subcontractor. You, and not the Foundation, are responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither you nor your subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors you engage to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that Riverside Community College District is the Foundation's grantee and that you are a subgrantee or subcontractor of Riverside Community College District for the Project."

Payments and Reports. This table shows the deliverables (including reports) and milestones for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed deliverable and/or milestone. The Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate. The Foundation will confirm any such changes in writing.

Payment Date	Payment Amount	Milestone or Deliverable	Due by
November 2009	\$140,595.00	Receipt of signed Grant Agreement	October 31, 2009
<i>AWARD TOTAL</i>	<i>\$140,595.00</i>	Final narrative and financial report for the entire Grant Period	September 15, 2010

Milestones. For a report to be satisfactory, you must demonstrate meaningful progress against the listed milestones and those in the Proposal.

Report Templates. You are required to submit one or more reports regarding the expenditure of grant funds and your progress on the Project. Please submit reports electronically to your Program Officer and Program Coordinator. The Foundation will send you an email with the contact information for these individuals. You also agree to submit other reports that the Foundation may reasonably request.

Record Maintenance and Inspection. The Foundation requires that you maintain adequate records for the Project to enable the Foundation to easily determine how the grant funds were expended. Your books and records must be made available for inspection by the Foundation or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant.

Compliance. The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) the Foundation is not reasonably satisfied with your progress on the Project; or (b) significant leadership or other changes occur that the Foundation believes may threaten the Project; or (c) you fail to comply with any term or condition of this Grant Agreement. On termination, if requested by the Foundation, you agree to promptly return to the Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by the Foundation for the Project.

Research and Evaluation. The Foundation values research and evaluation of the projects it funds. You agree to inform the Foundation of any research or evaluation you conduct or commission regarding the Project and to provide to the Foundation a copy of any report or findings from the research or evaluation. The Foundation or its evaluation partner will notify you in writing of your inclusion in any research project undertaken by the Foundation. If you are selected to participate in Foundation-sponsored research or evaluation for the Project, you agree to (a) allow and facilitate the Foundation's evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit the Foundation to publicly disseminate the results of the research or evaluation. The Foundation's evaluation partner will provide appropriate privacy and other protections to participants.

Public Access. You will cooperate with NLCI to make the results of the Project or any reports or other publications regarding the Project funded by this grant (collectively, the "Materials") available to the public: (i) on hard copy media free of charge (other than reasonable processing and shipping costs) and/or (ii) for free unlimited access and use via an Internet site, which you will use reasonable efforts to have listed with major Internet search engines.

Grant Announcements, Public Reports and Use of Foundation Name and Logo. The Foundation will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Foundation of the press release and the date of release. You also agree to obtain advance approval from the Foundation for any other use of the Foundation's name or logo. The Foundation requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Please contact Eli Yim at eli.yim@gatesfoundation.org or 206.709.3309 at least two weeks before any press release, announcement or other publication date.

Counterparts; Original. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

Assignment. This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization's assets.

Entire Agreement, Severability and Amendment. This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this Grant Agreement to Paul Facchini, your Grants Administrator. Please keep a copy for your records. If you have questions, please contact Paul at paul.facchini@gatesfoundation.org or 206.709.3486.

EXHIBIT A
TO THE GRANT AGREEMENT BETWEEN THE BILL & MELINDA GATES FOUNDATION
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

NLCI is the project coordinator for CLIP. As project coordinator, NLCI will be the primary point of contact for communities selected by the Foundation for funding and will be responsible for the following:

RFP Process

- Manage the RFP process end to end based on the RFP developed and issued by NLCI in coordination with the Foundation
- Convene an advisory committee to review proposals submitted in response to the RFP to identify organizations that meet the criteria
- Coordinate and conduct site visits to RFP applicants
- Recommend to the Foundation RFP applicants for funding

Grantmaking

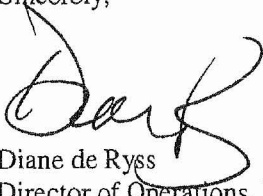
- The Foundation will review NLCI's recommendations and follow its own internal processes for awarding grants to the organizations selected by the Foundation for funding
- The Foundation will enter into grant agreements with these organizations and disburse funds to them directly

Grant Monitoring

- Serve as the primary point of contact for communities selected to participate in the Project
- Respond to grantee questions, concerns or other issues relative to the Project, coordinating with the Foundation where appropriate
- Regularly monitor grantee progress in meeting the grant's objectives (e.g., site visits, convenings, regular communications)
- Initiate any efforts determined necessary to ensure grantee compliance with the terms of the grant
- Gather and synthesize grantee reports and outcomes and make recommendations to the Foundation regarding subsequent payments. While the Foundation reserves the right to make its own funding decisions, the Foundation will give significant weight to favorable recommendations from NLCI
- Review grantee narrative and financial reports and request from grantees any changes, updates, clarifications, revisions or improvements determined necessary by NLCI or the Foundation
- Identify any need for "course correction" and work directly with the grantees to implement course corrections on specific grants or the Project as a whole
- At the Foundation's request, participate with the Foundation in conversations with grantees about their grants
- Regularly communicate with the Foundation regarding grantee progress on the Project
- Provide overall project coordination

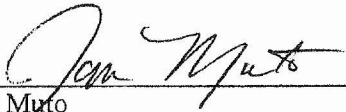
On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,



Diane de Ryss
Director of Operations, U.S. Program

Riverside Community College District, by its authorized representative agrees to the terms and conditions of this Grant Agreement.



Jan Muto
President
Riverside City College

10/23/09

Date



Dr. James L. Buysse
Vice Chancellor, Administration & Finance
Riverside Community College District

10/23/09

Date

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: November 17, 2009

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
*(None)			

b. Contract Faculty

<u>Name</u>	<u>Discipline</u>	<u>Date</u>	<u>Placement</u>
MORENO VALLEY CAMPUS			
ASSISTANT PROFESSOR			
Joyce Kim	Speech Language Pathology Assistant Programs	02/16/09	G-4

c. Long-Term, Temporary Faculty
(None)

d. Department Chairs

Revision to list submitted/approved by the Board of Trustees on June 16, 2009.

MORENO VALLEY CAMPUS

<u>Department</u>	<u>Assistant Chair</u>	<u>Stipend</u>
Business and CIS	Michael McQuead (replacing Jose Duran)	.00

RIVERSIDE CITY COLLEGE

<u>Department</u>	<u>Assistant Chair</u>	<u>Stipend</u>
Physical Education	Jim Elton	.00
Physical Education	Rudy Arguelles	.00
Applied Technologies	Dave Slocum	.00

Report No.: V-A-1-a

Date: November 17, 2009

Subject: Academic Personnel

2. Adjustment of Effective Date of Employment

At the board meeting of September 15, 2009, the Board of Trustees approved the appointment of Emily Hartop, Visiting Instructor, Culinary Arts, to be effective September 30, 2009. Her effective date of employment needs to be adjusted.

It is recommended the Board of Trustees approve the effective date of employment for Emily Hartop, Visiting Instructor, Culinary Arts, from September 30, 2009 to October 22, 2009.

3. 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 the request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act for Richard Ries effective October 20, 2009. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for him.

4. Sabbatical Leave Report

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA requires a final written report for faculty sabbatical leaves. The Professional Growth and Sabbatical Leave Committee, on November 3, 2009, reviewed the following report.

It is recommended the Board of Trustees approve this report as meeting the requirements of the Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA:

- a. Ann Pfeifle, Assistant Professor of History, was granted a sabbatical leave for the 2008-2009 academic year, at 100% compensation, for the purpose of completing the majority of her work for her dissertation as partial completion for her Ph.D. in history at the University of California, Riverside. Her Ph.D. proposal was signed by her committee and accepted by UCR Graduate Division on June 24, 2004. The working title is currently "School Spirit: The Development of School Loyalty at Indian Schools."

Ann Pfiefe
Sabbatical Report
2008-2009

October 19, 2009

Dear Members of the PG&SL Committee:

The following is intended to serve as my report for the sabbatical awarded for 2008-2009 academic year. In partial satisfaction of the requirements for the degree of Doctor of Philosophy in History, I pursued the completion of my dissertation at the University of California, Riverside under the direction of Clifford Trafzer, PhD. In an effort to conserve funds and with the support of my chair and the History Department, I did not officially register in coursework which was deemed unnecessary. I will formally return to UCR this spring quarter under "filing fee status" to officially complete the PhD process by turning in my completed dissertation. [Note: All coursework for the PhD was completed by the time of my arrival at RCC in 2001.]

With the support of the chair of my dissertation committee, the process began by refreshing and reviewing pertinent secondary sources related to the history of Native American Education in the United States. Please see "Attachment A" which reflects a majority of the works read for this purpose. I spent the majority of the fall semester reading and examining the resources available. During this period, it was also necessary to make adjustments to my dissertation committee. Prior to my sabbatical, I had established a committee; however, because the nature of my study changed, it was necessary to change the committee members. These changes were easily made and ultimately were for the better. The topic of my study, as well as the title, was solidified – "Girl Energy": Female Students, Teachers, and the Gendered Curriculum at Sherman Institute, Riverside, California.

Beginning in January, 2009, I began the process of researching the primary sources available in the immediate area. The two main archives that provided the bulk of materials were the Sherman Indian Museum in Riverside, California and the National Archives and Record Administration in Laguna Niguel, California (National Archives, Pacific Region). Both archives preserve government documents associated specifically with Sherman and more generally with the Indian Service Schools and Bureau of Indian Affairs records. All of these documents proved critical to the study of Sherman. I visited NARA three times in February. Most of my efforts were spent sorting through Record Group 75 which is associated specifically with Sherman Indian High School and photocopying the documents of relevance. Of importance for my research were the Central Classified Files, 1907-1939; Monthly Teacher Evaluations, 1921-1931; Letters and Telegrams from the Commissioner of Indian Affairs, 1903-1909; Vocational Course Lecture Outlines, 1911-1912; Reports on Promotions and Examinations, 1917-1928; Records Concerning Miscellaneous Matters, 1930-1935 and Records Relating to Sylvia Anita Cutler (student), 1928-1933. [See Attachment: "Record Group 75: Sherman Indian School" – Finding Aid from NARA]

Of particular interest to me at the Sherman Indian Museum were the Employee Records. As of this writing, no publications exist that have directly used this primary source. Unlike other books and articles that either examine student or teacher experiences at Indian schools, my dissertation explores both teacher and student experiences. The employee record book provides basic information about the female employees at the institution which provides a glimpse into what type of women were influencing the girls at Sherman. [See Attachment “Employee Record Book Female Vital Statistics”] In addition to the Employee Record Book, I searched the Press Letter Books kept by the Superintendents, the copies of the school newsletter (supposedly compiled/written by the students) titled The Sherman Bulletin, and miscellaneous documents housed at the museum. I spent weeks at the museum and continue to research there as questions about my topic arise. In addition to the time spent with documents in the museum archive, I have had the opportunity to talk with volunteers who have experienced the Indian boarding school firsthand – either as students and/or staff.

The final months of my sabbatical were spent in the archives and in front of my computer where I attempted to process the research into a readable dissertation. I have completed drafts of the Introduction along with Chapters 1-3. Chapters 4 and 5 have been outlined and are in the early stages of being written. While I am considering certain conclusions, I will leave the conclusion for the end - until the rest of the dissertation is completed. [See Attachment “Proposal” which provides an overview of the project and outlines intended chapters]

Overall, the professional value of my pursuits is immeasurable. By investigating an educational system that most people today would agree was egregious, one can examine the consequences (both positive and negative) of what was done to, and on the behalf of, Native Americans and the lasting impact of the system that remains today. The young women were clearly influenced by the gendered curriculum officially instituted at Sherman – many believing that the only way to be a “good woman” was to abide by the strict societal and educational guidelines established by the dominant middle and upper class white society in control of the schools. However, it becomes clear that while the white women who had power over the Indian students certainly influenced them, these white employees (teachers, staff members and volunteers) did NOT totally erase the influences of the Indian women in the communities from which the girls came.

I have expanded my own personal knowledge of the topic of Native Americans and the US educational system which I will directly apply to my classroom teaching in both History 6 and History 7 – the two core survey courses in US History at RCC. On the district level, the completion of my degree adds to the credibility and standing of institution. On a larger level, my hope is that with the knowledge I have gained that I can help build bridges with the Native American groups in the community and improve the relationships between the institution and these tribal nations. Native American students are one of the smallest populations in the district attending college. While there is more than just one reason for this phenomenon, part of the

problem rests in the historical division between the educational institution and tribal communities created by years of manipulation and misunderstanding by the parties involved.

In closing, I would like to extend my gratitude for the opportunity to pursue my own academic goals this past year while on sabbatical leave. My thanks begin with the PG&SL Committee for approving my application for 100% leave but extend to so many other areas of the college community including: the Humanities and Social Sciences Department at Moreno Valley - especially my chair and fellow historian Gregory Elder who had to find replacements for my teaching and other academic responsibilities, the administration at both Moreno Valley and the district level who provided support and approval to “lose” a fulltime faculty member at a critical time in the accreditation process (not to mention the separate economic crisis that ensued), and finally to the Board of Trustees who provided final approval for my sabbatical leave. It says a great deal about our institution that while our focus is rightfully and solidly on teaching, we recognize the importance of professional growth and development – in my case, this growth came in the form of historical research and writing.

Sincerely,

Ann Louise Pfeifle
Associate Professor, History
Department of Humanities and Social Sciences
RCCD - Moreno Valley Campus

“Girl Energy”¹: Female Students, Teachers and the Gendered Curriculum at Sherman Institute, Riverside, California

Although there have been dramatic additions to First Peoples’ “visibility” in United States and educational history over the past fifty years, few historical works exist that specifically examine Native American women’s educational opportunities in the Indian school system in the late 19th and early 20th centuries. There are exceptional works that examine the broad history of the Indian boarding schools; scholars frequently document places such as Carlisle Indian Industrial School and individuals like Richard Henry Pratt, Helen Hunt Jackson, Luther Standing Bear and the La Flesche family. Despite these studies, little has been put to paper about the specific experiences of Native American girls and the women who were recruited or volunteered to be teachers in these schools. The paucity of materials on this topic implies that girls’ experiences in this period were much like boys’ experiences at the schools – written in broad strokes – but it is important to tease out the particulars of girls, especially in the larger context. To assume that Indian education offered the same things to girls and boys is to ignore the complexities and diversity of the system itself. It denies the impact that a gendered curriculum had on those who were inundated with it. Because many of the studies of Indian education are not constrained by a gendered analysis, certain aspects of women’s lives and experiences are obscured.

Also, there is scarce mention of the relationships – positive or negative - that developed between the female students and the female teachers. While a number of historians reveal how students often felt about or remembered their teachers, matrons, superintendents and other staff

¹ As quoted in Brenda J. Child’s *Boarding School Seasons: American Indian Families, 1900-1940*. Lincoln: University of Nebraska Press, 1998, p. 31

members – especially through the use of oral histories – there is more to be explored.² I will address this gap in the scholarship by demonstrating the significance and impact of the Indian educational programs established at one off reservation boarding school, specifically those programs created for girls at Sherman Institute in Riverside, California. Additionally, I will explore the lives of the women who influenced the girls at Sherman paying special attention to the teachers who taught at the school. The explicit study of girls seems essential considering that girls made up half of the student population at the various schools [need Sherman numbers] and that many (find percent?) of the Indian Service School employees were women. The investigation of gender adds to the complexity and understanding of Indian education at the turn of the last century. What I offer will be a combined examination of Indian students and Anglo-teachers (employees?) at Sherman – looking at the relationship between two very different groups of women (often separated by age, race, and class) who both fell prey to the paternalism of the late 19th and early 20th centuries as well as an exploration of the gendered curriculum/experience developed at Sherman which attempted to replicate the larger, dominant white society.

When one considers American Indian education in the United States in the late 19th and early 20th centuries, the history concerning off-reservation boarding schools is often at the center of the discussion. As David Wallace Adams argues in his seminal book, *Education for Extinction: American Indians and the Boarding School Experience 1875-1928*, there were three models for educating indigenous people at the end of the nineteenth century. (Include who established the system – from Kevin’s discussion) The models included the day school, the reservation boarding school and the off-reservation boarding school. However, the supporters of

² Note examples here

government involvement in Indian education often advocated the off-reservation model as the optimum model because the reservation, and day schools or on-reservation boarding schools proximity to all that the reservation offered, only prolonged tribal relations thus restricting the ability to “overcome savagery” and to assimilate as Americans.³ This was certainly the case with Richard Henry Pratt and the development of the most famous off-reservation boarding school for Indians that opened in 1879, Carlisle Indian Industrial School. The topic of off-reservation boarding schools and their impact has been examined from a myriad of perspectives on a continuum of standpoints including those who argue that the educational policies of the federal government were “genocidal”⁴ in nature and the experience traumatic and scarring to Indian youth to those who counter that Indians “turned the power” by using the experiences at Indian schools (boarding and day schools) to “grow in wisdom and benefit their people.”⁵ While most, if not all, historians would recognize the government’s intention to “kill” Indian cultures and societies in an effort to assimilate them into “American” society; some might take issue with Churchill’s argument of outright genocide. On the other end of the spectrum, an example of turning the power is provided by Brenda J. Child in her book *Boarding School Seasons*. She argues that some Indians looked to the boarding schools as a remedy for social problems and pushed for vocational education for their children. She argues that especially when beset with family problems or economic hardship Indians used the boarding schools to alleviate the difficulties faced by the family and/or tribe.⁶ Also, the authors of *Boarding School Blues* provide

³ Adams, David Wallace. *Education for Extinction: American Indians and the Boarding School Experience 1875-1928*. Lawrence: University Press of Kansas, 1995, p. 52-53.

⁴ Churchill, Ward. *Kill the Indian, Save the Man: The Genocidal Impact of American Indian Residential Schools*. San Francisco, City Lights Books, 2004.

⁵ [Back cover of *Boarding School Blues*].

⁶ Child, p. 12-16.

other such examples of Indian agency and power in less-than-optimal situations – illustrating that as hard as the federal government tried, it often failed in destroying all things Indian.⁷

“Kill the Indian, Save the Man”

As one explores the literature that dominates the field of Native American children in the US educational experience, one notices a common oversight, as has been the case in many fields of US history – a lack of specification on the unique experiences of girls. Even in some of the best works on the topic, the specific experiences of young women and girls are overlooked or at best briefly glossed over. For the most part, there has been a consistent neglect to include the specific experience of girls. This is abundantly clear to those who study Native American educational history. Most students of Indian history are quite familiar with Richard Henry Pratt’s position regarding the policy of Indian education realized in his legendary quotation, “Kill the Indian, Save the Man.”⁸ His statement does more than provide an insight into the mainstream philosophy toward Indian education – it illustrates the gendered ideology of the era and the gendered nature of the history that continues to be written. While there are many broad generalities that can be made about the boarding school experiences of indigenous young people, girls had decidedly matchless experiences when compared to those of boys. As Carol Devens notes in her article entitled “If We Get the Girls, We Get the Race: Missionary Education of Native American Girls” in *American Nations*, there are multiple, cogent studies on women in education and Native American women but few studies that examine both at concurrently. The irony of the neglect of girls in the study of Indian education by scholars is that many of the scholars realize the critical roles of women in indigenous societies but have often overlooked the

⁷ Trafzer, Clifford E., et al. *Boarding School Blues: Revisiting American Indian Educational Experiences*. Lincoln: University of Nebraska Press, 2006, provide specific examples and cite.

⁸ FIND ORIGINAL CITATION – Richard Henry Pratt

importance of those roles when Indians were in contact with white society through the institution of education.

While there are certainly areas that deserve more study, there are a number of strong pieces of academic research that have been done which specifically examine women and education. Some of the best scholarship to examine gender in relation to Indian education includes Brenda J. Child's *Boarding School Seasons*, Katherine Osburn's *Southern Ute Women*, K. Tsianina Lomawaima's *They Called It Prairie Light: The Story of Chilocco Indian School*, Carol Devens' article "If We Get the Girls, We Get the Race": Missionary Education of Native American Girls' originally published in the *Journal of World History* and Katherine Paxton's essay "Learning Gender: Female Students at the Sherman Institute, 1907-1925" in *Boarding School Blues: Revisiting American Indian Educational Experiences*.⁹ While superb in a number of areas, these works do not provide a complete picture of the relationship between gender and Indian education. Osburn solely focuses on Southern Ute women on the reservation, not specifically on the educational system. Child examines American Indian families between 1900 and 1940 and how government education policy and boarding schools impacted these families (mostly Ojibwa) and vice versa. She specifically includes a nuanced chapter on girls' experiences aptly titled "You're a Woman, You're Going to Be a Wife".¹⁰ Lomawaima's work includes the remembrances of many alumni from the Chilocco Indian School to explore the impact the school had on the students' identity during the 1920s-1930s. Her scholarship is extraordinary; however, she too blends the history of boys and girls. Paxton and Devens are examples of the few historians who begin to scratch the surface regarding the intricate relationship between race, gender and Indian education.

⁹ Child and Trafzer already listed – list other books.

¹⁰ Child, p. xiii & 81-100.

In the late-nineteenth and early twentieth centuries, being both Indian and female were equally powerful influences on one's experiences. Even though it was widely accepted by those in charge of Indian education that the key to gaining control of the tribe was through the education and assimilation of the women, they included girls in education but with just a few exceptions historians have failed to focus specific attention on the education of girls, how the girls reacted to the assimilationist programs, and how they reacted to their Anglo-female role models. This glaring absence is interesting considering how important government officials and reformers felt the women of the tribes were in assimilation efforts – which was the initial and primary goal of Indian education programs. As Osburn notes, although women were often left out of the political and economic administration of the reservation, Indian women were seen as the “potential ‘civilizers’ of Native Americans by the Office of Indian Affairs (later called the Bureau of Indian Affairs).” She continues by stating, “Many [Anglo] Americans believed that the middle-class family, women’s ‘sphere’, was the cradle of civilization.”¹¹ The intention was that by imposing middle class, Anglo American values on the children in boarding schools and forcing them to model these values as their own, they would be “civilized.” For girls this meant accepting the gendered ideology of “separate spheres” which often directly conflicted with many things learned and held important by indigenous groups. While there have been a number of examinations of the Indian educational system, to fully realize the impact and intricacies of the system, the inclusion of gender and the gendered ideology which dictated the lives of ALL women at the off reservation boarding schools is necessary – not only the students but the teachers and other women of influence as well (including assistants, matrons, etc). One must recognize the complex nature of the system as a whole. While living and working within an

¹¹ Osburn, p.1-3.

overarching paternalistic system, women who were employed by the US government's Indian education system (known as the I.S.S.) were at times in "power positions" – the best example of which is Superintendent Estelle Reel. However, off reservation boarding schools were structured around the same sexist philosophy that directed the lives of women in the larger US society.¹²

Additionally, one important aspect that deserves greater attention is how the Indian school experience is situated the larger historical picture of the late 19th and early 20th century period – especially as it was experienced by young women. As Katrina Paxton argues in her essay "Learning Gender: Female Students at the Sherman Institute, 1907-1925," the teachers at Sherman Institute in Riverside, California "engaged in gendered cultural assimilation of the female student body."¹³ She examines this through the involvement of the YWCA and the "outing system." The outing system was another attempt to "civilize" the Indian children. For teenage girls, the outing program usually meant being placed in a middle-class household and working as a domestic servant.¹⁴ Girls who participated in the system first attended domestic classes "which included childrearing, sewing, foods and cooking, and home nursing" at school which could then be employed in their experiences as domestics in Anglo homes and ultimately (it was hoped) in raising their own families along Anglo-American traditions.¹⁵ These families would then serve as role models for others on the reservations who had not been "blessed with the opportunities" the young girls had been provided. While Paxton does some strong work, this aspect of boarding school life requires further examination. In addition to the basic Victorian era's domestic gender ideologies of "the cult of true womanhood" and "separate spheres" into

¹² Ibid. p.4.

¹³ Trafzer, p. 176.

¹⁴ Archuleta, Margaret L., Brenda J. Child and K. Tsianina Lomawaima, eds. *Away From Home: American Indian Boarding School Experiences*, Phoenix: Heard Museum, 2004, p. 35.

¹⁵ Ibid. p. 34-35.

which Indian girls were subsumed through organizational involvement from the YWCA and the “outing system” at Sherman Institute, there were other ways of “establishing and reinforcing America notions of gender ideology” that deserve more attention. These systems include: the influence of female teachers, staff, and participating white families in the outing program, as well as other forms of organizational involvement driven by white women such as the General Federation of Women’s Clubs and the Women’s National Indian Association. One also needs to examine sources not often considered such as magazines that were certainly written to perpetuate the gender norms, the greater/outside society both Indian and white (access to things while in people’s homes and the impact of other Indian women’s experiences), girls choosing schooling against their family’s wishes as was the case with Zitkala-Sa, the textbooks from which the teachers worked in addition to the curriculum orders designated as appropriate from BIA Superintendents and other officials. Also, one must consider the classes that the girls took and the clubs that they formed (or were formed in their “interests.)

As one reads the recollections of teachers and students and about the experiences of the women involved in Indian education around the turn of the last century, it is apparent that these two, diverse groups actually had quite a good deal in common. Though, few in either group seemed to recognize such similarities. For example, both the Anglo teachers and the Indian girls often faced loneliness upon arrival at the school. They often were surprised and confused by each other – white teachers convinced of the girls “savagery” and the girls unclear of the teacher’s intentions, dress, and actions. Both groups of women were assumed to be passive by nature because of their sex – though it is doubtful that either group would have accepted such a label. The female teachers and the students were often overworked, underappreciated, and ill because

of the expectations placed upon them at the schools.¹⁶ Each group of women faced attacks on their identities – though it is clear that the young students faced the most direct of these assaults.

However, one must realize there were countervailing ideas at work that had tremendous effect on the girls. While in some ways the off-reservation boarding schools supported the ideas of “separate spheres,” in another way they challenged the notion of the separateness of men’s and women’s worlds (also Indian and white) by providing a place for women to develop a “female consciousness” which could then be used in the “outside” world. For example, young women could refuse positions in the outing system. If a family asked “too much” of the girl, she could ask to be removed – a request that was usually granted.¹⁷ [Expand: continuing to use language in private, sneaking food, disobeying rules, sexual activity, etc..]

Teaching the “White Woman’s [sic] road.”¹⁸

Like the Northern teachers who ventured to the South during Reconstruction, many of those who taught at Indian schools were middle class, white women. A question that needs to be explored is why these women chose to serve in the Indian schools. For many, it was certainly to help with the “moral uplift” and assimilating benefits that they believed the right education provided for the Indian children. Additionally, one also has to consider the lack of economic or professional alternatives for these women in the era. The schools certainly benefited (though it depends on one’s perspective) from the lower wages that were paid to women. The administrators could use the women for “double” duty – not only were they teachers but also dormitory matrons. There were few duties that were not expected to be handled by the teachers.

¹⁶ Hoxie, Frederick J., Peter C. Mancall, and James H. Merrell, eds. *American Nations: Encounters in Indian Country, 1850 to the Present*. New York: Routledge, 2001, p. 161-65.

¹⁷ Provide citation – *Blues* and others

¹⁸ Hoxie, p. 143. [Need to make clear because of two books – check guide]

They served as role models; they helped cook, clean, and even taught Sunday school. However, did these women, by their example as unmarried, independent women, earning a living, subconsciously offer the young women a vision outside the approved curriculum? How were they viewed by the young Indian girls? In what ways was it planned that women could be used to infuse the young girls' education (by example) with the gendered ideology of the era?¹⁹ One can certainly ask these questions with regard to one of the most prominent women connected with Indian education in the era, Estelle Reel. She was appointed Superintendent of Indian Schools by President William McKinley and served from 1898 until 1910. Reel's political appointment was high enough to require Senate ratification – the first woman to achieve such a position on the federal level.²⁰

Due to the location of most off reservation boarding schools, the female teachers often lived “lonely lives” - not necessarily accepted by the Indian students and often considered inferior (if considered at all) by the white males in true positions of power within the systems of government bureaucracy. Besides being restricted by their work at the boarding schools, they were generally limited by the confines of a society defined by gender expectations. Although there were women who did become school principals and superintendents, few women were in official positions of decision making power in Washington – at the heart of Indian education in the OIA/BIA. What I intend to show is that while these women were certainly outside the parameters of formal/official decision making, they had an influence on the young women in these schools – more than is often considered. Considering that the off-reservation boarding schools received little funding, even less interest from the general public, and were constrained

¹⁹ Hoxie, p. 176. In Margaret D. Jacobs essay “Making Savages of Us All,” she notes this idea when she discusses the WNIA's goal of “women's work for women.”

²⁰ Archuleta, et al p. 31.

by the paternalistic ideals of the era, it is significant that these women were able to influence (positively or negatively) anyone.

The teachers and schools aimed to inculcate and assimilate Indian children into the desired “American” qualities of the day. In one sense, the specific schools centered on the education of minorities (Native Americans, women, blacks) did not differ greatly from the public schools of the era that focused attention on the development of good character and promotion of economic self-help.²¹ [Make an argument connecting the women teachers and Indian students and the opportunity to “make them self-supporting.”²²] However, the initial goal of the schools was assimilation of the students to Anglo-American ideals which Pratt and some government officials believed would lead to the blending of the Indian into public school classrooms. But in an era when “native American” meant being white and Protestant, few “all-white” classrooms welcomed Indian students no matter how ‘civilized’.²³ Unlike the Freedmen’s schools of the Reconstruction era, the Indian schools were not established to promote separation or segregation of the races. Pratt made this clear in 1878 while at Hampton Institute.²⁴ Though while northern societies that sent teachers south discouraged prejudice against African American students, the same cannot be said for those women who taught at the Indian boarding schools. While Pratt’s goal when founding Carlisle had been full integration, most in the government and the nation apparently wanted segregated classrooms that off-reservation schools provided.²⁵ This was very much the case by the time Estelle Reel became Superintendent in 1898. There was a dramatic and detrimental shift in goals when Reel arrived. While Pratt believed that Indians had the

²¹ Foner, Eric. *Reconstruction: America’s Unfinished Revolution: 1863-1877*. Perennial, p. 146

²² Collins, Gail. *America’s Women: 400 Years of Dolls, Drudges, Helpmates, and Heroines*. William Morrow, p. 109.

²³ Hoxie, p190-191.

²⁴ Adams, PAGE? & Foner, p. 146.

²⁵ Hoxie, p.190-91.

potential for equality, Reel believed wholeheartedly in the racial inferiority of the indigenous communities which impacted Sherman and other off reservation schools in unquestionably negative ways.

WHY A CASE STUDY?

While it would be difficult to chronicle all aspects of Indian education (they are as varied as the individuals who attended), by providing an examination of one institution within one city over time (a case study), I endeavor to illustrate the significance of girls' experiences at Sherman Institute, the impact of the gendered curriculum and the interactions between the female students and female teachers, especially through the use of the Sherman archives. Sherman Institute is a unique choice of schools for study for a number of reasons. Sherman was one of the last off-reservation boarding schools built and is one of seven federally funded off-reservation boarding schools for primary and secondary students which remain open today. While Clyde Ellis argues that off-reservation schools have often received excessive attention considering that they enrolled only a small percentage of the school-age population, the off-reservation boarding schools arguably deserve continued attention as they were believed by their founders to make the children who attended more "educable."²⁶ Originally founded as the Perris Indian School in 1892, Sherman Institute opened in Riverside in 1902 after moving from Perris, California for a number of reasons. Though the institution has most certainly changed over time, its continued existence provides a number of benefits to the scholar – especially the maintaining of a school archive.

²⁶ Ellis, Clyde. *To Change Them Forever: Indian Education at the Rainy Mountain Boarding School, 1893-1920*. Norman: University of Oklahoma, 1996, p. 20.

Also of use for this study will be OIA/BIA documents specific to Sherman from the National Archives and Records Administration – those specifically addressing educational issues – located in Laguna Niguel, women’s group archives (i.e. YWCA and Federation of Woman’s Clubs) located in the Riverside Public Library and Riverside Municipal Museum archives as well as textbooks from the era that would have been used at the school.

What I intend to complete is a study of the boarding school experience from the perspective of female Native American students and the female teachers who were impacted by the US government’s gendered policies, especially with regard to education. I intend to illustrate that there was more going on at Sherman Institute than just an ‘educational crusade’ – this was a complex, gender identity crusade promoted through various means.²⁷ The following is the proposed chapter breakdown of the study:

Introduction

Chapter 1: History of Sherman Institute and the Indian Service Schools: A Brief History of US Indian Education

Chapter 2: Women in Education in the late 19th and early 20th centuries

Chapter 3: “They do cooking, washing, ironing and all such work²⁸”: Academic and Vocational Training for Girls at Sherman

Chapter 4: The Outing Program for Girls at Sherman

Chapter 5: Clubs and Activities

Chapter 6: “The White Women’s Road:” Female teachers and other employees at Sherman

Conclusion

²⁷ Lomawaima used this term – provide citation.

²⁸ *Sherman Bulletin* volume5 number 10, March 08, 1911.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: November 17, 2009

Subject: Classified Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY CAMPUS				
Ted Jackson III	Clerk Typist (Part-time @ 47.5%)	11/18/09	E-1	Appointment
*Johanna Vargas	Tutorial Services Clerk	11/18/09	G-1	Appointment
RIVERSIDE CITY CAMPUS				
Branden Hansen	Admissions & Records Operations Assistant (Part-time @ 48.75%)	11/18/09	C-1	Appointment
Jacqueline Terriquez	Admissions & Records Operations Assistant (Part-time @ 48.75%)	11/18/09	C-1	Appointment

- d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Meriel Anderson-McDade	Occupational Education Assistant (Part-time @ 75%)	11/30/09	K-1	Appointment

Report No.: V-A-1-b

Date: November 17, 2009

Subject: Classified Personnel

1. Appointments (Continued)

e. Non-Classified 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.

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

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

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective:</u> or <u>Retroactive to:</u>
Efren Cornejo	Groundsperson	CFRA/FMLA	October 20, 2009
Donna Dery	College Receptionist	CFRA/FMLA	October 19, 2009
Mitchell Gonzalez	Groundsperson	CFRA/FMLA	October 5, 2009
Richard Hernandez	Director, Capital Planning Facilities, Design and Construction	CFRA/FMLA	October 28, 2009
Annette Meneses	International Students and Programs Specialist	CFRA/FMLA	November 9, 2009

3. Request to Adjust Effective Date of Employment

At its meeting of September 15, 2009, the Board of Trustees approved the appointment of Barbara Cowgill, Job Placement Technician – Part-time @ 80%, effective September 30, 2009;

It is recommended the Board of Trustees adjust the effective date of employment for Ms. Cowgill to October 22, 2009.

4. Request to Adjust Effective Date of Retirement

At its meeting of October 20, 2009, the Board of Trustees approved the retirement of Kathleen Bender, Accounting Technician, effective December 30, 2009;

It is recommended the Board of Trustees adjust the effective date of retirement for Ms. Bender to June 30, 2010.

Report No.: V-A-1-b

Date: November 17, 2009

Subject: Classified Personnel

5. Request to Change Titles

At its meeting of October 20, 2009, the Board of Trustees approved the reclassifications for Gail Day and Jessica Lynd (both Cosmetology Receptionist/Cashier), and Claudia Castro (Student Support Services Site Supervisor);

It is recommended the Board of Trustees approve the change in titles for Ms. Day and Ms. Lynd from Cosmetology Receptionist/Cashier to Cosmetology Operations Assistant, and Ms. Castro from Student Support Services Site Supervisor to Student Support Services Site Coordinator; all change in titles retroactive to April 1, 2009.

6. Non-Continuance of Probationary Employee

It is recommended the Board of Trustees ratify the non-continuance of the probationary period and employment of classified employee:

<u>Name</u>	<u>Position</u>	<u>Retroactive to:</u>
Alejandro Parra Jr.	Instructional Media Assistant	October 16, 2009

7. Separations

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

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Bell, Gary	Grounds Equipment Repairperson/Operator	October 22, 2009	Retirement
Lenzion, Bonita	Assistant Cashier/Clerk	October 31, 2009	Retirement

Report No.: V-A-1-b

Date November 17, 2009

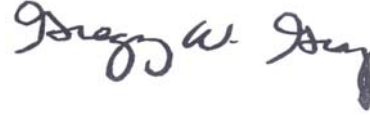
Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



Gregory W. Gray
Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



For: Jan Muto
President, Riverside City College



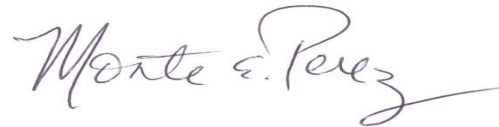
Ray Maghroori
Vice Chancellor, Academic Affairs



Brenda Davis
President, Norco Campus



James Buysse
Vice Chancellor, Administration and Finance
and Finance



Monte Perez
President, Moreno Valley Campus

SALARY SCHEDULE FOR NON-CLASSIFIED SUBSTITUTE EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Cyiark, Thomas	Clerical Substitute	10/19/09-12/31/09	\$15.45/hour
Gonzalez, Rita	Clerical Substitute	11/09/09-12/04/09	\$18.51/hour
Leary, Mary	Clerical Substitute	10/19/09-12/31/09	\$15.45/hour
Brown, Trever	Groundsperson, Sub	11/10/09-06/30/10	\$16.89/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CLASSIFIED SHORT TERM
HOURLY EMPLOYEES, BOARD POLICY 7130

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>
Flores, Jeanette	Classroom Assistant	10/01/09-12/18/09	\$10.00/hour
Garcia, Benny	Classroom Assistant	10/16/09-12/18/09	\$10.00/hour
Davila Jr., Ismael	Computer Technician	10/01/09-06/30/10	\$10.00/hour
Adams-Richardson, Mary	Educational Assistant	11/10/09-06/30/10	\$8.00/hour
Boyd, Joshua	Educational Assistant	10/21/09-12/18/09	\$8.00/hour
Cabrera, Griselda	Educational Assistant	11/10/09-06/30/10	\$8.00/hour
Griego, Samantha	Educational Assistant	10/08/09-12/31/09	\$8.00/hour
Howard, Lillian	Food Service Assistant	10/13/09-05/20/10	\$9.00/hour
Gardner, Mark	Grant Facilitator	11/09/09-06/30/10	\$40.00/hour
Miller-Leigh, Kimberly	Grant Facilitator	10/29/09-06/30/10	\$40.00/hour
Franco, April	Grant Project Technician	11/04/09-11/25/09	\$20.00/hour
Martinez, Matthew	Grant Project Technician	11/09/09-06/30/10	\$20.00/hour
Reyes, Joshua	Grounds Assistant	10/01/09-03/01/10	\$13.00/hour
Farris, Edward	Instructional Aide I	11/09/09-06/30/10	\$8.00/hour
Gonzalez, Alberto	Instructional Aide I	11/10/09-06/30/10	\$8.00/hour
Sachs, Steven	Instructional Aide II	10/01/09-12/18/09	\$8.50/hour
Meador, Lauren	Instructional Aide III	11/05/09-03/01/10	\$9.00/hour
Chappa, Julie	Interpreter Level III	08/31/09-06/30/10	\$27.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CLASSIFIED SHORT TERM
HOURLY EMPLOYEES, BOARD POLICY 7130 (cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Gibbins, Alpin	Interpreter Level III	08/15/09-08/16/09	\$27.00/hour
Kelly, Kala	Matriculation Assistant II	10/16/09-06/30/10	\$9.50/hour
O'Bannon, Earl	Matriculation Assistant III	11/01/09-06/30/10	\$10.00/hour
Alcocer, Rayza	Office Assistant I	10/30/09-06/29/10	\$9.00/hour
Hernandez, Tommy	Office Assistant I	10/16/09-06/30/10	\$9.00/hour
Marin, Olivia	Office Assistant I	11/05/09-06/30/10	\$9.00/hour
Stonehill, Frances	Office Assistant I	10/16/09-11/30/09	\$9.00/hour
Gonzalez, Marlene	Office Assistant II	10/15/09-06/30/10	\$10.50/hour
Jones, Laura	Office Assistant III	10/21/09-11/17/09	\$12.50/hour
Garcia, Eduardo	Office Assistant IV	11/10/09-06/30/10	\$14.00/hour
Thornton, Raekisha	Office Assistant IV	10/29/09-06/30/10	\$14.00/hour
Xayaphanthong, Soutsakho	Office Assistant IV	10/01/09-06/30/10	\$14.00/hour
Adling, Laura	Office Clerk	11/03/09-06/30/10	\$8.00/hour
Flores, Susana	Office Clerk	10/01/09-06/30/10	\$8.00/hour
Garcia, Christina	Office Clerk	10/20/09-06/30/10	\$8.00/hour
James, Shanon	Office Clerk	10/15/09-06/30/10	\$8.00/hour
Walters, Jessice	Office Clerk	10/15/09-06/30/10	\$8.00/hour
Waggoner, Jennifer	Registered Nurse I	10/21/09-06/30/10	\$35.00/hour
Johnson, Brooke	Research Intern	11/02/09-06/30/10	\$14.22/hour
Quinn, John	Research Intern	11/04/09-06/30/10	\$14.22/hour
Lucchesi, Brianne	Study Group Leader (Chemistry)	10/16/09-06/30/10	\$12.00/hour
Aman, Ian	Special Projects Employee	11/18/09-12/11/09	\$500.00
Berman, David	Special Projects Employee	11/18/09-12/11/09	\$500.00
Cleveland, Yolanda	Special Projects Employee	11/18/09-12/11/09	\$500.00
Dennis, Christopher	Special Projects Employee	11/18/09-12/11/09	\$500.00
Hester, Princess	Special Projects Employee	11/18/09-12/11/09	\$500.00
Mansour, Sawsan	Special Projects Employee	11/18/09-12/11/09	\$500.00

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CLASSIFIED SHORT TERM
HOURLY EMPLOYEES, BOARD POLICY 7130 (cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Farris, Edward	Stage Hand	11/09/09-06/23/10	\$8.00/hour
Wilder, Cameron	Supplemental Instrurctional Leader	09/11/09-09/30/09	\$12.00/hour
Albanna, Amro	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Butz, James	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Laroche, Matthew	Theater Production Technician	10/21/09-06/22/10	\$9.25/hour
Aguilar Jr., Jose	Tutor IV	10/20/09-06/30/10	\$10.00/hour
Elmatari, Daniel	Tutor IV	10/01/09-06/30/10	\$10.00/hour
Gonzalez, Steven	Tutor IV	11/09/09-06/30/10	\$10.00/hour
Kime-Hunt, William	Tutor IV	11/04/09-06/30/10	\$10.00/hour
Mathankeri, Aaron	Tutor IV	10/17/09-06/10/10	\$10.00/hour
Snyder, Evan	Tutor IV	11/04/09-06/30/10	\$10.00/hour
Houston, Mark	Web Accessibility Technician	11/12/09-06/30/10	\$12.00/hour

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY CAMPUS				
Bishop, Stephen	Tutor	Tutorial Services	10/29/09	\$ 8.50
Cain, Cedric	Circulation Asssitant	Library	11/09/09	\$ 8.00
Guevara, Cassandra	Outreach Asssitant	Computer Info Systems	11/06/09	\$ 9.00
Poeng, Jessica	Tutor	Tutorial Services	10/12/09	\$ 8.25
Ruano, Jose	Tutor	Tutorial Services	10/12/09	\$ 8.50
Segura, Sharlena	Student Assistant	President's Office	09/01/09	\$ 14.00
NORCO CAMPUS				
Beltran, Diana	Accomodations Aide	DSP&S	08/27/09	\$ 8.00
Rivera, Edward	Student Worker	Food Services	10/29/09	\$ 8.00
RIVERSIDE CITY COLLEGE				
		Student Services /		
Azevedo, Alesia	Student Worker	Women's Softball	10/16/09	\$ 8.00
Baldiviez, Dana	Tutor	Tutorial Services	10/21/09	\$ 8.00
Butler, Adrian	Tutor	Tutorial Services	10/16/09	\$ 8.00
Cai, Dafang	Tutor	Tutorial Services	10/16/09	\$ 8.00
Cormier, Tamica	Tutor	Tutorial Services	10/16/09	\$ 8.00
Corpuz, Sean	Tutor	Tutorial Services	10/16/09	\$ 8.00
Craig, Christopher	Tutor	Tutorial Services	10/16/09	\$ 8.00
Delfino, Vanesa	Receptionist	Math Learning Center	10/16/09	\$ 8.00
Gutzmann, Nicole	Tutor	Tutorial Services	10/16/09	\$ 8.00
Hardin, Katherine	Lifeguard	Physical Education / Pool	10/23/09	\$ 8.00
Hascoet, Aurelie	Tutor	Tutorial Services	10/21/09	\$ 8.00
Iravani, Roya	Lab Aide II	Applied Tech / Telecom	10/16/09	\$ 10.00
Kim, Eunju	Tutor	Tutorial Services	10/26/09	\$ 8.00
Lewis, Jerred	College Student Attendant	College Safety & Police	10/16/09	\$ 8.00
Martinez, Maggie	Instructional Aide II	Career & Tech Educ.	10/16/09	\$ 8.50
McEvoy, Clayton	Tutor	Tutorial Services	10/16/09	\$ 8.00
McKenna, Kristina	Circulation Assistant	Library	10/21/09	\$ 8.00
Morreale, Anthony	Tutor	Tutorial Services	11/02/09	\$ 8.00
Nguyen, Anh	Tutor	Tutorial Services	10/16/09	\$ 8.00
Odeh, Rami	Tutor	Tutorial Services	10/16/09	\$ 8.00
Sigala, Hector	Tutor	Tutorial Services	10/16/09	\$ 8.00
Tobias, Johnathan	Tutor	Tutorial Services	10/21/09	\$ 8.00
Tumser, Whitney	Office Worker	Physical Education / Pool	11/02/09	\$ 8.00
Vu, Theodore	Tutor	Tutorial Services	10/16/09	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COMMUNITY SERVICE PROGRAM				
Coleman, Anthony	Community Service Worker	Sunnymeadows Elem.	09/22/09	\$ 8.50
MORENO VALLEY CAMPUS				
Cordova, Moises	Office Clerk	Middle College	10/13/09	\$ 8.00
Garaysi, Michael	Assessment Clerk	Assessment Center	10/13/09	\$ 8.00
RIVERSIDE CITY COLLEGE				
Mesa-Nauls, Maria	Student Worker	Physical Education/ Women's Basketball	11/05/09	\$ 8.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: November 17, 2009

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

Background: The attached Purchase Order and Warrant Report--All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$1,456,065 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 145258-147587) totaling \$7,031,873 have been reviewed by the Business Office to verify that monies are available in the appropriate Resources for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,456,065 and District Warrant Claims totaling \$7,031,873.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases-All District Funds
 Purchases Over \$76,700
 10/01/09 thru 10/31/09

PO#	Department	Vendor	Description	Amount
None				
P0021337	Facilities	Additions to Approved/Ratify Purchase Orders over \$76,700	Printing Charges	\$80,000
		OCB Reprographics		
		Total		<u>\$80,000</u>
		All Purchase Orders, Contracts, and Additions Under \$76,700 for the Period of 10/01/09 - 10/31/09		
		Contracts C2775 - C2805		\$446,475
		Contract Additions C1141 - C2753		
		Purchase Orders P21607 - P21998		793,947
		Purchase Order Additions P20271 - P21604		
		Blanket Purchase Orders B6373 - B6446		135,643
		Blanket Purchase Order Additions B6035		
		Total		<u>\$1,376,065</u>
		Grand Total		<u><u>\$1,456,065</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments

Background: The 2009-10 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve budget transfers between major object code expenditure classifications within the approved budget to allow for needed purchases of supplies, services, equipment and hiring of personnel. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase additional photo ID cards for the Wells Fargo Bank/RCCD ID card program.		
From: Student Services - District	Equipment.	\$ 4,000
To: Student Services - District	Supplies	\$ 4,000
2. Transfer to purchase supplies and reference books for the Riverside Campus Title V program. (Fund 12, Resource 1190)		
From: Grants Department – District	Postage	\$ 977
	Other Services	908
To: Grants Department – District	Reference Books	\$ 1,623
	Supplies	262
3. Transfer to provide for copying and printing, software and repair parts.		
From: Physical Facilities Planning	Consultants	\$ 6,000
To: Physical Facilities Planning	Copying and Printing	\$ 4,500
	Software	100
	Repair Parts	1,400

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
4. Transfer to purchase the license fee for on line courses.		
From: Open Campus	Equipment	\$ 9,000
To: Open Campus	License Fee	\$ 9,000
5. Transfer to reallocate the Career Tech Education grant budget. (Fund 12, Resource 1190)		
From: VTEA - Career Tech Ed	Classified Special Projects	\$ 5,751
	Classified FT	1,682
	Classified Hourly	3,060
	Classified Perm PT	3,100
	Employee Benefits	4,067
To: VTEA - Career Tech Ed	Academic PT Teaching	\$ 144
	Supplies	3,792
	Professional Services	7,734
	Other Services	5,990
6. Transfer to provide for installation of the Manufacturing and Industrial Technology mill machine. (Fund 12, Resource 1190)		
From: VTEA - Perkins Title 1-C - Norco	Instructional Supplies	\$ 1,200
	Equipment	1,322
To: VTEA - Perkins Title 1-C - Norco	Repairs	\$ 1,704
	Other Services	818
7. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Procurement Assistance Center	Other Services	\$ 1,000
To: Procurement Assistance Center	Supplies	\$ 1,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
8. Transfer to reallocate the Center for Applied Competitive Technologies grant budget. (Fund 12, Resource 1190)		
From: CACT Grant	Transportation/Bus Passes	\$ 7,158
To: CACT Grant	Academic Special Project	\$ 4,558
	Classified FT	2,000
	Employee Benefits	600
9. Transfer to reallocate the Matriculation grant budget. (Fund 12, Resource 1190)		
From: Matriculation - District	Supplies	\$ 1,473
Matriculation - Moreno Valley	Academic PT Non-Instr	107
To: Matriculation - District	Mileage	\$ 778
	Conferences	802
10. Transfer to reallocate the Step Into College grant budget. (Fund 12, Resource 1190)		
From: Workforce Prep	Classified Hourly	\$ 6,611
To: Workforce Prep	Classified FT	\$ 4,938
	Employee Benefits	1,431
	Supplies	242
11. Transfer to purchase equipment.		
From: Applied Technology - Ford Asset	Instructional Supplies	\$ 269
	Periodicals/Magazines	42
	Tests	136
	Copying and Printing	234
	Supplies	535
To: Applied Technology - Ford Asset	Equipment Replacement	\$ 1,216

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
12. Transfer to provide for labor compliance services for the Nursing/Science Building project. (Fund 41, Resource 4160)		
From: Nursing/Science Building	Architect's Fees	\$ 68,355
To: Nursing/Science Building	Professional Services	\$ 68,355
13. Transfer to purchase equipment.		
From: Art - Riverside	Supplies	\$ 207
To: Art - Riverside	Equipment Replacement	\$ 207
14. Transfer to provide for classified special projects and instructional supplies.		
From: Performing Arts - Theatre	Costume Rentals	\$ 850
	Rents and Leases	492
	Mileage	472
	Laundry and Cleaning	386
Perf Arts - Sum Theatre Conservatory	Rents and Leases	1,478
To: Performing Arts - Theatre	Instructional Supplies	\$ 3,241
Pref. Arts - Off Broadway Play Series	Classified Special Project	400
	Employee Benefits	37
15. Transfer to purchase supplies. (Fund 12, Resource 1190)		
From: Staff Development - Academic	Lecturers	\$ 50
	Travel Expenses	131
	Professional Services	50
	Equipment	233
To: Staff Development - Academic	Supplies	\$ 464

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
16. Transfer to reallocate the Basic Skills grant budget. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2008/2009 - Riv	Copying and Printing	\$ 14,713
	Instructional Supplies	2,463
	Supplies	8,021
	Professional Services	11,640
	Lecturers	845
	Conferences	10,000
To: Basic Skills/ESL 2008/2009 - Riv	Classified Hourly	\$ 6,480
	Employee Benefits	181
	Academic Special Projects	12,000
Basic Skills - Mathematics - Riv	Instructional Aides, Hourly	28,160
	Employee Benefits	861
17. Transfer to purchase equipment.		
From: President - Riverside	Supplies	\$ 67
To: President - Riverside	Equipment Replacement	\$ 67
18. Transfer to provide for the Athletic website license fee.		
From: Athletics - Riverside	Copying and Printing	\$ 4,000
	Grounds/Garden Supplies	2,000
To: Athletics - Riverside	License Fee	\$ 6,000
19. Transfer to purchase equipment.		
From: Dean of Instruction - Riverside	Supplies	\$ 217
To: Dean of Instruction - Riverside	Equipment Replacement	\$ 217

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
20. Transfer to purchase supplies.		
From: V.P. Business Services - Riverside	Contingency	\$ 46
To: Physical Education - Riverside	Supplies	\$ 46
21. Transfer to purchase equipment.		
From: Student Services - Riverside	Contingency	\$ 1,086
To: Student Services - Riverside	Equipment Replacement	\$ 1,086
22. Transfer to provide for Academic Senate membership fees.		
From: V.P. Business Service - Norco	Supplies	\$ 1,370
To: Academic Senate - Norco	Memberships	\$ 1,370
23. Transfer to provide for supplies, copying and printing, and faculty special projects.		
From: Educational Services - Norco	Contingency	\$ 3,328
To: Dean of Instruction - Honor's Prog	Supplies	\$ 300
	Copying and Printing	300
Dean of Instr-Staff Dvlpmt-Academic	Academic Special Project	2,451
	Employee Benefits	277
24. Transfer to provide for software licensing.		
From: Communications - Norco	Instructional Supplies	\$ 368
To: Communications - Norco	Comp Software Maint/Lic	\$ 368

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
25. Transfer to reallocate the Basic Skills/ESL 2009/2010 grant budget. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2009/2010 - Norco	Other Services	\$ 18,618
To: Basic Skills/ESL 2009/2010 - Norco	Classified FT Employee Benefits	\$ 11,583 7,035
26. Transfer to purchase supplies and equipment.		
From: Dean of Instruction - Norco	Academic Special Project Employee Benefits	\$ 2,426 274
To: Art, Humanities and World Lang Physical and Life Sciences	Supplies Equipment	\$ 1,000 1,700
27. Transfer to purchase instructional supplies and provide for wiring in theater rooms 203 and 204.		
From: Arts, Humanities and World Lang	Instructional Aides Hourly Employee Benefits Transportation Other Services	\$ 970 30 226 5,100
To: Arts, Humanities and World Lang	Instructional Supplies Fixtures and Fixed Equip	\$ 4,341 1,985
28. Transfer to purchase equipment.		
From: Physical and Life Sciences - Norco	Comp Software Maint/Lic	\$ 743
To: Physical and Life Sciences - Norco	Equipment Replacement	\$ 743

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
29. Transfer to purchase supplies and subscriptions.		
From: Library - Norco	Classified Hourly	\$ 8,312
	Employee Benefits	255
To: Library - Norco	Periodicals/Magazines	\$ 3,000
	Supplies	5,567
30. Transfer to purchase supplies.		
From: Career/Transfer Center - Norco	Transportation	\$ 261
Student Activities - Norco	Conferences	95
To: Career/Transfer Center - Norco	Supplies	\$ 261
Student Activities - Norco	Supplies	95
31. Transfer to purchase supplies.		
From: Puente Project - Norco	Conferences	\$ 1,000
To: Puente Project - Norco	Supplies	\$ 1,000
32. Transfer to purchase supplies, copying and printing and provide for travel expenses.		
From: V.P. Bus Srvc-Mo Vly-Non-Inst Eq	Equipment	\$ 5,032
To: Hlth, Human & Public Srvc-Mo Vly	Instructional Supplies	\$ 500
	Supplies	250
	Copying and Printing	40
Dean of Instruction - Moreno Valley	Supplies	2,500
	Travel Expenses	1,742

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
33. Transfer to provide for classified overtime.		
From: Dean of Instruction - Norco	Transportation	\$ 116
	Rents and Leases	385
To: Dean of Instruction - Norco	Classified Overtime	\$ 487
	Employee Benefits	14
34. Transfer to purchase supplies.		
From: Facilities - Moreno Valley	Other Services	\$ 3,500
To: Facilities - Moreno Valley	Supplies	\$ 3,500
35. Transfer to provide for labor compliance services for the Moreno Valley Food Services Remodel project. (Fund 41, Resource 4160)		
From: Mo Val Food Service Remodel	Remodel Projects	\$ 2,400
To: Mo Val Food Service Remodel	Professional Services	\$ 2,400
36. Transfer to reallocate the Title V grant budget. (Fund 12, Resource 1190)		
From: Title V - Moreno Valley	Academic Special Projects	\$ 5,000
	Academic PT Non-Instr	280
To: Title V - Moreno Valley	Supplies	\$ 243
	Cellular Telephone	582
	Conferences	4,455

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
37. Transfer to purchase equipment.		
From: Dental Hygiene	Instructional Supplies	\$ 2,000
Hlth, Hum & Pblc Srvc - Moreno Vly	Supplies	932
Dental Hygiene	Equipment	\$ 2,000
Hlth, Hum & Pblc Srvc - Moreno Vly	Equipment	932
38. Transfer to reallocate the Title V - HSI Coop Program MoVal/UCR grant budget. (Fund 12, Resource 1190)		
From: Title V - HSI Coop - Moreno Valley	Other Services	\$ 64,000
To: Title V - HSI Coop - Moreno Valley	Equipment	\$ 64,000
39. Transfer to reallocate the CCRAA Project Success Program grant budget. (Fund 12, Resource 1190)		
From: CCRAA Project Success Program	Classified Hourly Consultants	\$ 150,000 2,511
To: CCRAA Project Success Program	Software Equipment	\$ 21,659 130,852
40. Transfer to purchase equipment.		
From: Dean of Instruction – Moreno Valley	Copying and Printing Supplies	\$ 20 525
To: Dean of Instruction - Moreno Valley	Equipment	\$ 525
Humanities and Social Services	Equipment	10
Mathematics, Science and PE	Equipment	10

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 17, 2009

Subject: Budget Adjustments (continued)

	<u>Program</u>	<u>Account</u>		<u>Amount</u>
41.	Transfer to provide network lines for gaming classes.			
From:	Business and Computer Info Services	Instructional Services	\$	1,400
To:	Business and Computer Info Services	Fixtures & Fixed Equipment	\$	1,400
42.	Transfer to provide for maintenance and repairs.			
From:	Academy/Criminal Services	Instructional Supplies	\$	2,500
To:	Academy/Criminal Services	Repairs	\$	2,500
43.	Transfer to provide for vehicle services. (Fund 12, Resource 1050)			
From:	College Safety and Police - Mo Vly	Supplies	\$	2,000
To:	College Safety and Police - Norco	Other Services	\$	2,000

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

Gregory W. Gray
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: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 07-09/10
2009-2010 College Cost Reduction and Access Act (CCRAA) Access to Success
Program

Background: The Riverside Community College District has received additional funding for the 2009-2010 College Cost Reduction and Access Act (CCRAA) Access to Success Program for Riverside City College in the amount of \$75,689 from the U.S. Department of Education. The funds will be used for salary and benefits and other operating expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$75,689 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 07-09/10

2009-2010 College Cost Reduction and Access Act (CCRAA)
Access to Success Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$75,689 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 17, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 08-09/10
2009-2010 College Cost Reduction and Access Act (CCRAA) Step Up to Success
Cooperative Program

Background: The Riverside Community College District has received additional funding for the 2009-2010 College Cost Reduction and Access Act (CCRAA) Step Up to Success Cooperative Program for Riverside City College in the amount of \$62,316 from the U.S. Department of Education. The funds will be used for salary and benefits and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$62,316 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 08-09/10

2009-2010 College Cost Reduction and Access Act (CCRAA)
Step Up to Success Cooperative Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$62,316 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 17, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
INCOME & EXPENDITURES - BUDGET AMENDMENT
 Resolution No. 08-09/10
 2009-2010 College Cost Reduction and Access Act (CCRAA)
 Step Up to Success Cooperative Program

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description	
12	000	1190	0	0000	0314	8190	62,316 00	REVENUE	
								EXPENDITURES	
12	DJA	1190	0	6010	2314	1490	6,000 00	Acad Special Project	
12	DJA	1190	0	6010	2314	2119	25,532 00	Classified FT	
12	DJA	1190	0	6010	2314	3220	2,479 00	Employee Benefits	
12	DJA	1190	0	6010	2314	3320	1,583 00	↓	
12	DJA	1190	0	6010	2314	3325	370 00		
12	DJA	1190	0	6010	2314	3520	77 00		
12	DJA	1190	0	6010	2314	3620	335 00		
12	DJA	1190	0	6010	2314	3420	9,740 00		
12	DJA	1190	0	6010	2314	4320	3,000 00		Instructional Supplies
12	DJA	1190	0	6010	2314	4590	3,400 00		Office and Other Supplies
12	DJA	1190	0	6010	2314	5110	5,200 00	Consultants	
12	DJA	1190	0	6010	2314	5220	1,500 00	Conferences	
12	DJA	1190	0	6010	2314	5630	1,100 00	Rents and Leases	
12	DJA	1190	0	6010	2314	5649	2,000 00	Comp Software Maint/Lic	
							62,316 00	TOTAL INCOME	
							62,316 00	TOTAL EXPENDITURES	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

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

Date: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 09-09/10
2009-2010 College Cost Reduction and Access Act (CCRAA) Project Success
Program

Background: The Riverside Community College District has received additional funding for the 2009-2010 College Cost Reduction and Access Act (CCRAA) Project Success Program for the Moreno Valley Campus in the amount of \$73,060 from the U.S. Department of Education. The funds will be used for equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$73,060 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

Prepared by: Muareen Chavez
Associate Dean, Grants and College Support Programs
Moreno Valley Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 09-09/10

2009-2010 College Cost Reduction and Access Act (CCRAA)
Project Success Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$73,060 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 17, 2009.

Clerk or Authorized Agent

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

Resolution No. 09-09/10

2009-2010 College Cost Reduction and Access Act (CCRAA) Project Success Program

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0315	8190	73,060	00	REVENUE
									EXPENDITURES
12	FMA	1190	0	6017	7315	6483	23,060	00	Equip Repl \$200-\$4999
12	FMA	1190	0	6017	7315	6485	50,000	00	Comp Equip Addl \$200-\$4999
							73,060	00	TOTAL INCOME
							73,060	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-4

Date: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 10-09/10
2009-2010 Zenith Mentoring Foster Youth/Independent Living Program

Background: The Riverside Community College District has received funding for the 2009-2010 Zenith Mentoring Foster Youth/Independent Living Program for the Moreno Valley Campus in the amount of \$66,000 from the Riverside County Office of Education. The funds will be used for salaries, benefits and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$66,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

Prepared by: Wolde-Ab Isaac
Dean of Health Science Programs
Moreno Valley Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 10-09/10

2009-2010 Zenith Mentoring Foster Youth/Independent Living Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$66,000 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 November 17, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-5

Date: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 11-09/10
TRIO Student Support Services Program/Middle College High School
Program/CTE Community Collaborative Project – UNITE Program

Background: Additional funding from fiscal year 2008-2009 carryover balances totaling \$10,543 can be added to the fiscal year 2009-2010 adopted budgets for the TRIO Student Support Services Program, Middle College High School Program, and CTE Community Collaborative Project – UNITE Program to support planned activities.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$10,543 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 11-09/10

TRIO Student Support Services Program/ Middle College High School Program/ CTE
Community Collaborative Project – UNITE Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$10,543 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 17, 2009.

Clerk or Authorized Agent

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

Resolution No. 11-09/10

**TRIO Student Support Services Program/ Middle College High School Program/ CTE
 Community Collaborative Project - UNITE Program**

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0241	8120	642 00	REVENUE
12	000	1190	0	0000	0126	8659	1 00	REVENUE
12	000	1190	0	0000	0034	8659	9,900 00	REVENUE
								EXPENDITURES
12	EZG	1190	0	6450	0241	7640	642 00	Book Grants
12	FMB	1190	0	6826	0126	4590	1 00	Office and Other Supplies
12	AJV	1190	0	6010	4034	5198	7,735 00	Professional Services
12	AJV	1190	0	6010	4034	5211	2,165 00	Meeting Expenses
							10,543 00	TOTAL INCOME
							10,543 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-6

Date: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 14-09/10
2009-2010 WIA/ARRA Community College Class Size Training Program

Background: With the Board of Trustees approval of Board Report No. VI-A-1, presented later in this agenda, the Riverside Community College District will enter into an agreement with Riverside County Economic Development Agency (EDA) in the amount of \$2,393,800, funded from the American Recovery and Reinvestment Act (ARRA) of 2009. The agreement will provide funding through June 30, 2011. The funds will be used throughout the District to provide vocationally relevant training in areas to promote employment and economic recovery. Customized Solutions will receive \$646,582 for Employability Skills, Water Distribution Certification, print Reading for Industry and Photovoltaic (solar electric) systems operations training; Moreno Valley will receive \$937,144 for Emergency Medical Technician and Human Services Case Manager training; Norco will receive \$486,111 for English for the Workplace and Weatherization Technician training; Riverside will receive \$193,575 for welding certification training; \$130,388 will be utilized for contract implementation and compliance, budget preparation and fiscal reporting.

Recommended Action: Contingent upon the Board of Trustees' approval of Board Report No. VI-A-1, presented later in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$2,393,800 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

Prepared by: Shelagh Camak
Executive Dean, Workforce Development & Student Support Program

Michael Wright
Director, Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 14-09/10

2009-2010 WIA/ARRA Community College Class Size Training Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$2,393,800 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 17, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 14-09/10

2009-2010 WIA/ARRA Community College Class Size Training Program

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description	
12	000	1190	0	0000	0247	8190	2,393,800	00	REVENUE	
									EXPENDITURES	
12	ACW	1190	0	7011	0247	2118	56,160	00	Classified FT Administrator	
12	ACW	1190	0	7011	0247	2119	22,440	00	Classified FT	
12	ACW	1190	0	7011	0247	2139	23,751	00	Classified PT Hrly As Needed	
12	ACW	1190	0	7011	0247	3120	4,633	00	Employee Benefits	
12	ACW	1190	0	7011	0247	3220	2,179	00	↓	
12	ACW	1190	0	7011	0247	3320	1,391	00		
12	ACW	1190	0	7011	0247	3325	1,484	00		
12	ACW	1190	0	7011	0247	3420	16,702	00		
12	ACW	1190	0	7011	0247	3520	307	00		
12	ACW	1190	0	7011	0247	3620	1,341	00		
12	AXB	1190	0	7011	0247	2118	28,482	00		Classified FT Administrator
12	AXB	1190	0	7011	0247	2119	13,233	00		Classified FT
12	AXB	1190	0	7011	0247	3220	4,050	00	Employee Benefits	
12	AXB	1190	0	7011	0247	3320	2,586	00	↓	
12	AXB	1190	0	7011	0247	3325	605	00		
12	AXB	1190	0	7011	0247	3420	7,622	00		
12	AXB	1190	0	7011	0247	3520	125	00		
12	AXB	1190	0	7011	0247	3620	546	00		
12	AXB	1190	0	7011	0247	4230	63,525	00	Reference Books	
12	AXB	1190	0	7011	0247	4351	21,182	00	Instr Media Material	
12	AXB	1190	0	7011	0247	4590	64,180	00	Office and Other Supplies	
12	AXB	1190	0	7011	0247	5045	1,600	00	Postage	
12	AXB	1190	0	7011	0247	5120	152,000	00	Lecturers	
12	AXB	1190	0	7011	0247	5210	2,321	00	Mileage	
							2,393,800	00	SUB TOTAL PG 2 INCOME	
							492,445	00	SUB TOTAL PG 2 EXPEND	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 14-09/10

2009-2010 WIA/ARRA Community College Class Size Training Program

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0247	8190	0 00	REVENUE
								EXPENDITURES
12	AXB	1190	0	7011	0247	6481	114,611 00	Equip Additional \$200-\$4999
12	AXB	1190	0	7011	0247	5910	169,914 00	Indirect Admin Costs
12	FCW	1190	0	7011	0247	1219	14,600 00	Acad FT Non-Instructional
12	FCW	1190	0	7011	0247	2118	24,633 00	Classified FT Administrator
12	FCW	1190	0	7011	0247	2119	9,704 00	Classified FT
12	FCW	1190	0	7011	0247	2139	19,971 00	Classified PT Hrly As Needed
12	FCW	1190	0	7011	0247	3130	1,205 00	Employee Benefits
12	FCW	1190	0	7011	0247	3220	3,334 00	
12	FCW	1190	0	7011	0247	3320	2,129 00	
12	FCW	1190	0	7011	0247	3325	787 00	
12	FCW	1190	0	7011	0247	3335	212 00	
12	FCW	1190	0	7011	0247	3420	6,190 00	
12	FCW	1190	0	7011	0247	3430	2,753 00	
12	FCW	1190	0	7011	0247	3520	163 00	
12	FCW	1190	0	7011	0247	3530	44 00	
12	FCW	1190	0	7011	0247	3620	711 00	
12	FCW	1190	0	7011	0247	3630	191 00	↓
12	FCW	1190	0	7011	0247	4230	151,408 00	Reference Books
12	FCW	1190	0	7011	0247	4590	101,692 00	Office and Other Supplies
12	FCW	1190	0	7011	0247	5120	292,804 00	Lecturers
12	FCW	1190	0	7011	0247	5210	330 00	Mileage
12	FCW	1190	0	7011	0247	5211	18,560 00	Meeting Expenses
12	FCW	1190	0	7011	0247	5420	1,360 00	Liability Insurance
12	FCW	1190	0	7011	0247	5649	8,000 00	Comp Software Maint/Lic
							0 00	SUB TOTAL PG 3 INCOME
							945,306 00	SUB TOTAL PG 3 EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 14-09/10

2009-2010 WIA/ARRA Community College Class Size Training Program

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0247	8190	0 00	REVENUE
								EXPENDITURES
12	FCW	1190	0	7011	0247	5890	13,252 00	Other Services
12	FCW	1190	0	7011	0247	6481	7,328 00	Equip Additional \$200-\$4999
12	FCW	1190	0	7011	0247	5910	255,783 00	Indirect Admin Costs
12	ECW	1190	0	7011	0247	1218	17,933 00	Acad FT Administrator
12	ECW	1190	0	7011	0247	1490	71,196 00	Acad Special Project
12	ECW	1190	0	7011	0247	2118	17,177 00	Classified FT Administrator
12	ECW	1190	0	7011	0247	2119	49,411 00	Classified FT
12	ECW	1190	0	7011	0247	2139	10,800 00	Classified PT Hrly As Needed
12	ECW	1190	0	7011	0247	3130	7,353 00	Employee Benefits
12	ECW	1190	0	7011	0247	3220	6,465 00	
12	ECW	1190	0	7011	0247	3320	4,128 00	
12	ECW	1190	0	7011	0247	3325	1,122 00	
12	ECW	1190	0	7011	0247	3335	1,292 00	
12	ECW	1190	0	7011	0247	3420	5,724 00	
12	ECW	1190	0	7011	0247	3430	2,753 00	
12	ECW	1190	0	7011	0247	3520	232 00	
12	ECW	1190	0	7011	0247	3530	267 00	
12	ECW	1190	0	7011	0247	3620	1,014 00	
12	ECW	1190	0	7011	0247	3630	1,168 00	
12	ECW	1190	0	7011	0247	4230	31,000 00	Reference Books
12	ECW	1190	0	7011	0247	4590	21,793 00	Office and Other Supplies
12	ECW	1190	0	7011	0247	4710	2,500 00	Food
12	ECW	1190	0	7011	0247	5120	6,400 00	Lecturers
12	ECW	1190	0	7011	0247	5210	550 00	Mileage
							0 00	SUB TOTAL PG 4 INCOME
							536,641 00	SUB TOTAL PG 4 EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 14-09/10

2009-2010 WIA/ARRA Community College Class Size Training Program

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0247	8910	0 00	REVENUE
								EXPENDITURES
12	ECW	1190	0	7011	0247	5649	8,500 00	Comp Software Maint/Lic
12	ECW	1190	0	7011	0247	5650	8,000 00	Transportation Contracts
12	ECW	1190	0	7011	0247	5890	32,425 00	Other Services
12	ECW	1190	0	7011	0247	6481	40,000 00	Equip Additional \$200-\$4999
12	ECW	1190	0	7011	0247	5910	136,908 00	Indirect Admin Costs
12	DCW	1190	0	7011	0247	2118	12,317 00	Classified FT Administrator
12	DCW	1190	0	7011	0247	2119	7,940 00	Classified FT
12	DCW	1190	0	7011	0247	3220	1,967 00	Employee Benefits
12	DCW	1190	0	7011	0247	3320	1,256 00	↓
12	DCW	1190	0	7011	0247	3325	294 00	
12	DCW	1190	0	7011	0247	3420	3,684 00	
12	DCW	1190	0	7011	0247	3520	61 00	
12	DCW	1190	0	7011	0247	3620	265 00	
12	DCW	1190	0	7011	0247	4230	10,688 00	
12	DCW	1190	0	7011	0247	4590	34,050 00	Office and Other Supplies
12	DCW	1190	0	7011	0247	5120	34,000 00	Lecturers
12	DCW	1190	0	7011	0247	5210	220 00	Mileage
12	DCW	1190	0	7011	0247	6481	31,850 00	Equip Additional \$200-\$4999
12	DCW	1190	0	7011	0247	5910	54,983 00	Indirect Admin Costs
							0 00	SUB TOTAL PG 5 INCOME
							419,408 00	SUB TOTAL PG 5 EXPEND
							2,393,800 00	TOTAL PROGRAM INCOME
							2,393,800 00	TOTAL PROGRAM EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-7

Date: November 17, 2009

Subject: Resolution to Amend Budget – Resolution No. 15-09/10
2009-2010 Community Learning in Partnership (CLIP) Planning Grant

Background: With the Board of Trustees ratification of Board Report No. II B, presented earlier in this agenda, the Riverside Community College District has entered into an agreement with the Bill and Melinda Gates Foundation for the 2009-2010 Community Learning in Partnership (CLIP) Planning Grant for Riverside City College in the amount of \$140,595. The funds will be used to develop a formal proposal to the Gates Foundation to increase postsecondary credential completion among low-income young adults and to help them to understand, document and build on their successes.

Recommended Action: Contingent upon the Board of Trustees' ratification of Board Report No. II B, presented earlier in this agenda, it is recommended that the Board of Trustees approve adding the revenue and expenditures of \$140,595 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President, Riverside City College

Shelagh Camak
Executive Dean, Workforce Development & Student Support Program

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 15-09/10

2009-2010 Community Learning in Partnership (CLIP) Planning Grant

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$140,595 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 17, 2009.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 15-09/10

2009-2010 Community Learning in Partnership (CLIP) Planning Grant

Year	County	District	Date	Fund
10	33	07	11/17/2009	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0357	8820	140,595 00	REVENUE
								EXPENDITURES
12	DCW	1190	0	6020	0357	1218	11,224 00	Acad Reg FT Administrator
12	DCW	1190	0	6020	0357	2139	4,143 00	Classified PT
12	DCW	1190	0	6020	0357	3110	926 00	Employee Benefits
12	DCW	1190	0	6020	0357	3315	163 00	
12	DCW	1190	0	6020	0357	3325	60 00	
12	DCW	1190	0	6020	0357	3430	1,450 00	
12	DCW	1190	0	6020	0357	3510	34 00	
12	DCW	1190	0	6020	0357	3520	12 00	
12	DCW	1190	0	6020	0357	3610	147 00	
12	DCW	1190	0	6020	0357	3620	54 00	
12	DCW	1190	0	6020	0357	4555	5,000 00	Copying and Printing
12	DCW	1190	0	6020	0357	4590	1,748 00	Office and Other Supplies
12	DCW	1190	0	6020	0357	5110	81,000 00	Consultants
12	DCW	1190	0	6020	0357	5220	18,900 00	Conferences
12	DCW	1190	0	6020	0357	5890	2,953 00	Other Services - Subagreement City of Riverside
12	DCW	1190	0	6020	0357	5910	12,781 00	Indirect Admin Costs
							140,595 00	TOTAL INCOME
							140,595 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: November 17, 2009

Subject: Bid Award-District Modular ADA Upgrades, Riverside & Moreno Valley
Campus

Background: On October 27, 2009 the District received ten (10) bids in response to an Invitation for Bid solicitation for the District Modular ADA Upgrades project on the Riverside & Moreno Valley campuses. The project includes demolition, furnishing and installing of all concrete sidewalks, mow strips, paving, and curbs, signage and final clean up. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Silver Creek Industries	Perris	\$74,900
Cornerstone Concrete	Upland	\$82,058
Fata Construction	Riverside	\$87,720
Above All Names Const.	Rialto	\$89,440
R. Jensen	Norco	\$89,900
Hinkley & Associates	Highland	\$91,500
QCM Construction	Bloomington	\$92,000
Dalke & Sons	Riverside	\$94,880
Korston Construction	Brea	\$97,700
TSR Construction	Rancho Cucamonga	\$121,258

Staff recommends awarding the bid to Silver Creek Industries for the total bid amount of \$74,900. References for Silver Creel Industries were checked by Facilities Planning, Design & Construction staff and found to be satisfactory. This project will be funded from the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees award the bid for the District Modular ADA Upgrades, Riverside & Moreno Valley Campus in the total amount of \$74,900 to Silver Creek Industries and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: November 17, 2009

Subject: Bid Award-District Modular ADA Upgrades, Riverside & Moreno Valley
Campus (continued)

Prepared by: Orin Williams
Associate Vice Chancellor
Facilities Planning, Design & Construction

Reagan Romali
Vice President
Business Services, Moreno Valley

Norm Godin
Vice President
Business Services, Riverside

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: November 17, 2009

Subject: Bid Award-Dental Operatory Furniture, Fixtures and Equipment- March Dental Education Center

Background: On November 4, 2009 the District received two (2) bids in response to an Invitation for Bid solicitation for sixteen Operatory Dental chairs and related fixtures and equipment for the March Dental Education Center. The project includes delivery, installation, and staging of all furniture, fixtures & equipment. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Fitzpatrick Dental Inc.	Moorpark	\$384,382
Patterson Dental	El Segundo	\$385,876

Staff recommends awarding the bid to Fitzpatrick Dental Inc. for the total bid amount of \$384,382. References for Fitzpatrick Dental Inc. were checked by staff and found to be satisfactory. This project will be funded from a \$200,000 grant to the RCCD Foundation from Riverside Community Health Foundation, \$156,000 from the HRSA Grant and \$28,382 from the WIA Allied Health Phase II grant.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Dental Operatory Fixtures, Furniture and Equipment, March Dental Education Center in the total amount of \$384,382 to Fitzpatrick Dental Inc. and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray
Chancellor

Prepared by: Reagan Romali
Vice President
Business Services, Moreno Valley

Dr. Wolde-Ab Isaacs
Dean, Health Science Program
Moreno Valley

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 17, 2009

Subject: Out-of-State Travel

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

Retroactive:

- 1) Dr. Shelagh Camak, executive dean of workforce development and student support program, Riverside City College, to travel to San Antonio, Texas, November 10-12, 2009, to attend the Communities Learning in Partnership (CLIP) cross-site grant meeting in conjunction with the National League of Cities - Congress of Cities Conference. There is no cost to the District. (Travel arrangements were not finalized until after the October Board meeting. Therefore, this travel request could not be included in the October board report.)
- 2) Mr. Allan Lovelace, associate professor, Riverside City College, to travel to Austin, Texas, October 29-November 1, 2009, to accompany three (3) students attending the Associated Collegiate Press Convention. There is no cost to the District. (The travel request was not sent in time for inclusion on the October Board report.)
- 3) Dr. Jan Muto, president, Riverside City College, to travel to San Antonio, Texas, November 11-13, 2009, to attend the Communities Learning in Partnership (CLIP) cross-site grant meeting in conjunction with the National League of Cities - Congress of Cities Conference. There is no cost to District. (Travel arrangements were not finalized until after the October Board meeting. Therefore, this travel request could not be included in the October board report.)

Current:

Moreno Valley Campus:

None

Norco Campus:

None

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 17, 2009

Subject: Out-of-State Travel (continued)

Riverside City College:

- 1) Dr. Carolyn Quin, dean, Riverside School for the Arts, to travel to Natchez, Mississippi, November 16-20, 2009, to attend the William Grant Still Conference: Music and the Arts - Still our Only Future. There is no cost to the District.
- 2) Ms. Jan Schall, coordinator, international education, to travel to Beijing, China, January 30-February 5, 2010, to attend the International Program Development Seminar for the evaluation of Beijing, China, as an RCCD study abroad site. Estimated cost: \$2,667.90. Funding source: the general fund.
- 3) Dr. Ward Schinke, associate professor, political science, to travel to New York City, New York, March 27-April 4, 2010, to accompany ten (10) students participating at the National Model United Nations Conference. Estimated cost: \$20,794.00. Funding sources: \$6,000.00 from ASRCCD and \$14,794.00 from the general fund.
- 4) Dr. Ward Schinke, associate professor, political science, to travel to St. Louis, Missouri, February 16-21, 2010, to accompany ten (10) students participating in the Midwest Model United Nations Student Competition. Estimated cost: \$11,474.00. Funding source: the general fund.
- 5) Mr. Don Ajene Wilcoxson, assistant professor, business administration, to travel to Salvador, Brazil, April 9-17, 2010, to accompany six (6) students participating in the Inspired 4 Change trip where they will participate in under-served areas assisting with community development. There is no cost to the District.

Riverside Community College District:

- 1) Ms. Virginia Blumenthal, Board Member, to travel to Beijing, China, January 30-February 5, 2010, to attend the International Program Development Seminar for the evaluation of Beijing, China, as an RCCD study abroad site. There is no cost to the District.
- 2) Dr. Gregory W. Gray, Chancellor, to travel to Beijing, China, January 30-February 5, 2010, to attend the International Program Development Seminar for the evaluation of Beijing, China as an RCCD study abroad site. Estimated cost: \$2,557.90. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 17, 2009

Subject: Out-of-State Travel (continued)

- 3) Ms. Jill Marks, project director, gateway to college, workforce development, to travel to Portland, Oregon, December 14-16, 2009, to attend the Gateway to College Directors Meeting/Conference. There is no cost to the District.

Gregory W. Gray
Chancellor

Prepared by: Kathy Tizcareno
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: November 17, 2009

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

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$76,700. The attached listing of contracts and agreements under \$76,700 requested by campus and District staff, have been reviewed, and verified that budgeted funds are available in the appropriate category of expenditure has occurred. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2010. The contracts and agreements have been executed pursuant to the Boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify contracts totaling \$486,475.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Funds
 \$76,700 and Under
 10/01/09 thru 10/31/09

PO#	Department	Vendor	Business Location	Description	Amount
C0002775	Customized Solutions	Gonzalez, Lorenzo	Moreno Valley, CA	Training	1,155
C0002776	Customized Solutions	Ortman, Carolyn	Riverside, CA	Training	800
C0002777	Community Ed & Senior Citizen Ed	Destination Science	Orange, CA	Community Ed Classes	13,874
C0002778	Customized Solutions	Gonzalez, Lorenzo	Moreno Valley, CA	Training	935
C0002779	CTE Projects	Riverside Marriott	Riverside, CA	Meeting Rooms	1,900
C0002780	CTE Projects	Riverside Marriott	Riverside, CA	Meeting Rooms	1,900
C0002781	CTE Projects	Riverside Marriott	Riverside, CA	Meeting Rooms	2,400
C0002782	CTE Projects	Riverside Marriott	Riverside, CA	Meeting Rooms	1,400
C0002783	CTE Projects	Riverside Marriott	Riverside, CA	Meeting Rooms	1,400
C0002784	Community Ed & Senior Citizen Ed	Eydie's Office	Corona, CA	Community Ed Presenter	500
C0002785	Community Ed & Senior Citizen Ed	LTM Associates	Montclair, Ca	Community Ed Presenter	1,000
C0002786	Community Ed & Senior Citizen Ed	Bowman, Gary	Corona, CA	Community Ed Presenter	1,200
C0002787	Performance Riverside	Fullerton Civic Light Opera	Fullerton, CA	Scenic Rental	6,166
C0002788	Counseling	Konica Minolta Business Solutions	San Bernardino, CA	Maintenance Agreement	186
C0002789	Learning Resource Center	Omnimusic	Port Washington, NY	Music License Agreement	1,600
C0002790	Facilities - Norco	Higginson+Cartozian Architects, Inc	Redlands, CA	Design Services, Nor Scheduled Maint.	3,500
C0002791	Institutional Effectiveness	Foundation for California Community Colleges	Sacramento, CA	Eportfolio Licenses	1,400
C0002792	Community Ed & Senior Citizen Ed	Boston Reed College	Napa, CA	Community Ed Presenter	46,080
C0002793	Library	Innovative Interfaces, Inc.	Emeryville, CA	Hardware/Software Maintenance	41,724
C0002794	Academic Affairs	Orillion, Marie-France	Winchester, CA	Consultants-Step Up To Success	30,000
C0002795	Facilities - Norco	Security by Design	La Fayette, CA	Engineering	36,860
C0002796	Student Success - Norco	Ramona Munsell & Associates	Bella Vista, AR	Consultants	27,223
C0002797	Performing Arts	First Congregational Church	Riverside, CA	Rents and Leases	1,060
C0002798	Customized Solutions	Umanageit & Associates	Riverside, CA	Training	6,900
C0002799	Community & Economic Development	ERS Consulting Services	Rancho Cucamonga, CA	Training	500
C0002800	Academic Affairs	Orillion, Marie-France	Winchester, CA	Consultant-Access To Success	30,000
C0002801	Facilities Planning, Design & Const.	Guerra, Patricia	Rialto, CA	LCP Food Srv. Remodel - Lions Den	2,400
C0002802	Facilities Planning, Design & Const.	The Solis Group	Pasadena, CA	LCP Nursing/Science Building Project	68,355
C0002803	Board of Trustees	Currier & Hudson, a Professional	San Diego, CA	Legal Services	10,000
C0002804	Communications & Web Development	Kuiver, LLC	Corona, CA	Programming Support	11,500
C0002805	Community Ed & Senior Citizen Ed	Boston Reed College	Napa, CA	Community Ed Classes	21,905
N/A	Workforce Preparation	Riverside County Office of Education	Riverside, CA	Foster Youth Services	No Cost
N/A	Early Childhood Education	Yosemite Community College District	Modesto, CA	Child Development Training Consortium	No Cost
N/A	Workforce Preparation	Riverside County Depart. of Public Social Svcs	Riverside, CA	Continuing Education Workshops	No Cost
N/A	Nursing	Dove Professional Apparel	San Diego, CA	LVN Students Purchase Uniforms & Patches	No Cost
N/A	Nursing	Dove Professional Apparel	San Diego, CA	ADN Students Purchase Uniforms & Patches	No Cost
N/A	HHPS	D V Urgent Care	Rancho Cucamonga, CA	Clinical Training	No Cost
N/A	HHPS	Meridian Urgent Care & Occupational Health Care	Apple Valley, CA	Clinical Training	No Cost
N/A	Workforce Preparation	Riverside County Workforce Development Board	Riverside, CA	Workforce Development Services	No Cost
N/A	Tri Tech	County of Riverside	Riverside, CA	Cash Match Funding	No Cost
N/A	Tri Tech	City of Riverside	Riverside, CA	Cash Match Funding	No Cost
N/A	Chancellor	Erickson, James H.	Riverside, CA	Consultant	40,000
Additions to Approved/Ratify Contracts of \$76,700 and Under					
C0001141	Facilities	GKK Works	Irvine, CA	Design Services, Nursing/Science Building	7,058
C0002436	Facilities - Norco	CSI Construction	Irvine, CA	Norco Soccer Field Phase II	63,540

Contracts and Agreements Report-All District Funds
 \$76,700 and Under
 10/01/09 thru 10/31/09

PO#	Department	Vendor	Business Location	Description	Amount
C0002753	CTE Projects	Riverside Marriott	Riverside, CA	Meeting Rooms	55
N/A	Customized Solutions	City of Riverside	Riverside, CA	Extends Date of Agreement to 6/30/10	No Cost
N/A	Tri Tech	Small Business Administration	Washington, DC	Amendment to Spend Carryover Funds	No Cost
N/A	Workforce Preparation	Chancellor's Office Ca Community Colleges	Sacramento, CA	Extends Date of Agreement to 10/31/09	No Cost
Total					<u>\$486,475</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: V-A-6-b

Date: November 17, 2009

Subject: Contract Amendment with Foundation for California Community Colleges

Background: Presented for the Board's review and consideration is a contract amendment to the 2008-2010 Child Development Careers (CDC) Grant Agreement between Riverside Community College District and The Foundation for California Community Colleges (FCCC). The amendment modifies the funding amount for FY 09-10 to \$121,754.00, a decrease of \$9,566.00. The grant provides funding, fiscal management, and accountability for the District's CDC program. The CDC program works directly with the Early Childhood Studies providing an opportunity for TANF (Temporary Assistance for Needy Families) eligible students to obtain a pre-school teacher permit. The term for this grant agreement amendment is July 1, 2009 through June 30, 2010. Funding source: The Foundation for California Community Colleges.

Recommended Action: It is recommended that the Board of Trustees ratify this grant agreement amendment to decrease the funding amount for the period July 1, 2009 through June 30, 2010 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory Gray
Chancellor

Prepared by: Jan Muto
President, Riverside City College

Shelagh Camak
Executive Dean, Workforce Development and Student Success

Michael Wright
Director, Workforce Preparation Grants and Contracts



**CHILD DEVELOPMENT CAREERS (CDC) PROGRAM
(Formerly known as the TEMPORARY ASSISTANCE FOR NEEDY FAMILIES –
CHILD DEVELOPMENT CAREERS (TANF-CDC) PROGRAM)**

AMENDMENT #2 TO GRANT AGREEMENT 0810-35

**BY AND BETWEEN THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)**

This Amendment to Grant Agreement #0810- 35 between the Riverside Community College District (District) and the Foundation for California Community Colleges (FCCC) is effective as of the first day of July 2009 for the purposes of providing grant funding, fiscal management, and accountability for the Child Development Careers (CDC) Program operated by the District's Riverside Community College.

This Amendment changes the Grant Agreement (original source document) in the following areas:

- **ATTACHMENT A: Participating College's Core Roles and Responsibilities**
The new title for this section is the following: 2009-2010 CDC Work Plan. Please refer to the attached work plan for details. The attached work plan voids and replaces "Attachment A" in the original source document.
- **ATTACHMENT B: CDC Program Budget**
This Amendment voids and replaces any previous Amendments affecting the Riverside Community College 2009-2010 CDC Program Budget and reflects a redesign of the entire CDC program. Please see Attachment B for details.
- **ATTACHMENT C: TRAVEL REIMBURSEMENT RATES AND CONDITIONS**
The new reimbursement rate for all privately owned vehicle mileage driven on State business is 55 cents per mile. Please refer to Attachment C for details.
- **ATTACHMENT D: CDC PROGRAM ALLOWABLE COST GUIDELINES**
This Amendment voids and replaces Attachment D in the original source document. Please refer to Attachment D for details.
- **4. GRANT AMOUNT AND PAYMENTS**
In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed \$ 121,754.00 during the 2009-2010 fiscal year (July 1, 2009 – June 30, 2010).
- **6.03 FINAL REIMBURSEMENT INVOICES AND YEAR END REPORT**
Submitted to FCCC on FCCC prescribed report forms no later than July 15, 2010.
- **14. GENERAL TERMS AND CONDITIONS**
This Amendment voids and replaces this section in the original source document. The new section 14 is the following:

- 14.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date”) for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date shown on the first page and will continue in effect until the Termination Date.
- 14.02 Assignment: This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this Section will be void.
- 14.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in the exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 14.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- 14.05 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in the Agreement.
- 14.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 14.07 Indemnification. Grantee (“Indemnitor”) will indemnify, defend and hold FCCC, and its directors, officers, employees, agents, and representatives (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees, resulting from, arising out of, or connected with (a) Indemnitor’s performance of services or other obligations under this Agreement, (b) the acts or omissions of Grantee, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Grantee is responsible (collectively, Indemnitor); (c) any breach by Indemnitor of this Agreement. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Indemnitees will control the defense and all related settlement negotiations. The Indemnitor will cooperate in the defense and furnish the Indemnitee with all related evidence in its control. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which

Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.

- 14.08 Disputes. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with FCCC within ten (10) days of discovery of the problem. Within ten (10) working days, FCCC President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of FCCC shall be final.

Please Note: Grant funds shall be expended only for the items and amounts identified and in support of the CDC program activities described in this Amendment and the former source document. FCCC reserves the right to cease payment under section 4 if: 1) the State of California issues IOUs to the Foundation; or 2) the Governor of the State of California or the California Department of Education issues any Executive Orders affecting the services arising from this Agreement, subject to applicable state or federal laws or regulations.

Foundation for California Community Colleges 2009-2010 Child Development Careers Application Work Plan	College Name: Riverside Community College
	District: Riverside Community College District
	Grant Agreement: 0810-35
	Slots Allocated: 60

Purpose/Background: Outlines expectations of accomplishments and deliverables for the program year and establishes a clear picture of the program design.

I. Student Support and Achievements

Recruitment and Enrollment Outcome(s): Child Development Careers program staff will recruit and enroll qualified/motivated students to fill 100 percent of allocated slots.			
Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
Required program activities: <ul style="list-style-type: none"> • Outreach will be made to potential Child Development Careers program participants within the college and the community. • Comprehensive screening and assessment will take place prior to 	<ul style="list-style-type: none"> • Every semester • During 	<ul style="list-style-type: none"> • Anne Pattison, Dee Chapman • Anne 	<ul style="list-style-type: none"> • Outreach calendaring/log of referrals from county and college departments • CalWORKs

<p>enrollment in the program.</p> <p>Other activities:</p> <ul style="list-style-type: none"> Riverside County GAIN meetings each semester, CDC spiral bound brochure and RCC California Child Development Permit Matrix handout are given to students and GAIN staff, and posters are utilized on campus to market the program. 	<p>initial counseling appointme nt</p>	<p>Pattison, Dee Chapman</p>	<p>Student Information (CSI) database, and Datatel</p>
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<p>Student Retention and Achievements Outcome(s):</p> <p>1. Student Milestone Achievement Track 1: General Child Development Careers student population. At least 70 percent of students will achieve 6 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.</p> <p>Track 2: Students with special circumstances which may include English Language Learners and students with Learning Disabilities. At least 70 percent of students will achieve 3 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.</p> <p>2. Student Permit Attainment Of the 60 students enrolled in the CDC program at Riverside Community College, a minimum of 20 participants will apply for and/or receive a permit upon completion of the 2009-2010 program year.</p>

<p>Program/ Student Activities List the activities associated with meeting the expected outcomes.</p>	<p>Timelines Report on when each activity will occur.</p>	<p>Responsible Person Report the person(s) responsible for each activity.</p>	<p>Method of Tracking Report on the tracking measures used for each activity.</p>
<p>Required program activities:</p>			

<ul style="list-style-type: none"> • Students will receive a comprehensive program orientation. • Students will receive a customized educational plan and on-going assessments of progress made towards their permit goal. • Students will be provided with a venue for cohort activities that encourages peer collaboration and support. • Students will receive assistance with placement sites to fulfill practicum and/or work experience requirements. • Students will receive assistance with completing and submitting the permit application to the Commission on Teacher Credentialing. • Students will receive resources/ referrals to assist with job placement within the ECE field. • Students will be referred to additional resources within the campus and the community (e.g. mentoring services, tutoring 	<ul style="list-style-type: none"> • Initial counseling appointment • Counseling appointment at least once a semester • Every semester • Internship Courses: EAR 30 & EAR 41 upon eligibility • At completion of 2 or 4 core classes • As needed 	<ul style="list-style-type: none"> • Anne Pattison, Dee Chapman • Anne Pattison, Dee Chapman • Anne Pattison, Dee Chapman • ECS Instructors • Anne Pattison, Dee Chapman • Greg Ramirez, Job Placement Technician • Anne Pattison, 	<ul style="list-style-type: none"> • CalWORKs Student Information (CSI) Database, Datatel, and PTS • Excel spreadsheet & PTS • CSI database • Student file/student log/PTS • Commission on Teacher Credentialing website/student file/PTS • Greg Ramirez /student file • Case
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<p>services).</p> <ul style="list-style-type: none"> Program staff will form a working relationship with the campus CalWORKs office, Child Development Department, CEC Mentor Program, and Child Development Training Consortium in order to adequately meet student needs. <p>Other activities: Riverside and Moreno Valley Campuses will hold cohort meetings each semester. Workshops will also be offered. The CDC Program Training Workshops will be offered during the ECE Job Fair in the spring.</p>	<ul style="list-style-type: none"> As needed Ongoing 	<p>Dee Chapman</p> <ul style="list-style-type: none"> RCC Workforce Preparation and TANF-CDC staff 	<p>management, student file</p> <ul style="list-style-type: none"> CDC staff are CalWORKs counselors. CDC Facilitator is the Associate Dean, Early Childhood Education. RCC ECE has regular scheduled Advisory Meetings with the CEC Mentor staff for CDTC. RCC is hosting a CEC Mentor meeting for our region in September.
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<p>Student Follow-up Outcome(s):</p> <ol style="list-style-type: none"> 100 percent of Child Development Careers students, that exit the program with a permit, will be contacted for follow-up within one month and again at one year. At least 25 percent of these students will successfully complete the follow-up survey via phone, web, or USPS mail. 100 percent of Child Development Careers students who withdraw from the program will be encouraged to complete an exit survey.
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<p>Program/ Student Activities List the activities associated with meeting the expected outcomes.</p>	<p>Timelines Report on when each activity will occur.</p>	<p>Responsible Person Report the person(s) responsible for each activity.</p>	<p>Method of Tracking Report on the tracking measures used for each activity.</p>
<p>Required program activities:</p> <ul style="list-style-type: none"> • All students will be contacted in order to track their employment and education information upon successful completion of the Child Development Careers program. • Program staff will report data in the Participant Tracking System (PTS) <p>Other activities:</p> <ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Within one month and one year • Each month, as needed 	<ul style="list-style-type: none"> • Anne Pattison, Dee Chapman • Anne Pattison, Dee Chapman 	<ul style="list-style-type: none"> • CSI database and PTS • PTS

II. Program Administration

Data Management and Reporting Outcome(s):			
1. Ensure student file and data accountability. 2. Child Development Careers program staff will effectively utilize the full range of system features of the Participant Tracking System (PTS) to accurately track and report student progress to the FCCC in a timely manner.			
Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
Required program activities: <ul style="list-style-type: none"> • Program staff will enter student information into the PTS within 10 business days of enrollment into the program. • Program staff will update tracking information for each student on a regular basis. • Program staff will submit all requested participant files within 10 business days to FCCC. • Program staff will submit all quarterly reports in the PTS within 15 business days of the end of the reporting period. Other activities: <ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Within day or two • Each month, as needed • Within 10 days • Within 15 days 	<ul style="list-style-type: none"> • Anne Pattison, • Anne Pattison, Dee Chapman • Anne Pattison • Anne Pattison 	<ul style="list-style-type: none"> • PTS, Excel spreadsheet, and CSI database • PTS, Excel spreadsheet, and CSI database • CSI • PTS

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<p>Budget Management Outcome(s):</p> <p>Ensure fiscal accountability.</p>			
<p>Program/ Student Activities</p> <p>List the activities associated with meeting the expected outcomes.</p>	<p>Timelines</p> <p>Report on when each activity will occur.</p>	<p>Responsible Person</p> <p>Report the person(s) responsible for each activity.</p>	<p>Method of Tracking</p> <p>Report on the tracking measures used for each activity.</p>
<p>Required program activities:</p> <ul style="list-style-type: none"> • Program staff will ensure FCCC's receipt of the monthly reimbursement invoice no later than the 15th day of the month following the invoiced month. Each monthly invoice shall include all expenditures incurred during the month. • Program staff will submit all requested fiscal documents for desk audit within 10 business days. <p>Other activities:</p> <ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Monthly • Within 10 business days 	<ul style="list-style-type: none"> • Cynthia Freeman, Workforce Preparation, Accounting Services Clerk • Cynthia Freeman 	<ul style="list-style-type: none"> • Copy invoices stored in binder • Notice of receipt from FCCC

ATTACHMENT B: CDC Program Budget
REVISED BUDGET FOR THE PERIOD:
JULY 1, 2009 - JUNE 30, 2010

The budget amounts below are based on the slot allocation requested by Riverside Community College. The FCCC may increase or decrease this budget if program enrollment is consistently 10% more or less than the requested slot allocation.

CATEGORY	AMOUNT																								
Campus CDC Program Staff Salaries and Benefits: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Position</th> <th style="text-align: left;">%FTE</th> <th style="text-align: left;">Amount</th> <th></th> </tr> </thead> <tbody> <tr> <td>1. Counselor</td> <td>85%</td> <td>\$56,187</td> <td></td> </tr> <tr> <td>2. Counselor</td> <td>25%</td> <td>\$25,098</td> <td>\$ 108,360</td> </tr> <tr> <td>3. Clerk Typist</td> <td>10%</td> <td>\$3,437</td> <td></td> </tr> <tr> <td>4. Clerk Typist Hourly</td> <td>100%</td> <td>\$9,975</td> <td></td> </tr> <tr> <td colspan="2">Benefits:</td> <td>\$13,663</td> <td></td> </tr> </tbody> </table>	Position	%FTE	Amount		1. Counselor	85%	\$56,187		2. Counselor	25%	\$25,098	\$ 108,360	3. Clerk Typist	10%	\$3,437		4. Clerk Typist Hourly	100%	\$9,975		Benefits:		\$13,663		
Position	%FTE	Amount																							
1. Counselor	85%	\$56,187																							
2. Counselor	25%	\$25,098	\$ 108,360																						
3. Clerk Typist	10%	\$3,437																							
4. Clerk Typist Hourly	100%	\$9,975																							
Benefits:		\$13,663																							
Required Travel Expenses (\$500 minimum): Travel for 3 staff to attend annual Regional Institute	\$ 500																								
Operating Expenses (e.g. Office Space, Telephone, Internet, Supplies): Supplies, such as toner, paper, pens	\$ 500																								
Fingerprint & Background Fees: Integrated Biometric Technology (local Live Scan Co.) 20 fingerprints @ \$50 each = \$1,000	\$ 1000																								
Participant Supportive Services(at least \$145 x # Active Slots): Gift cards to Arco, Barnes & Noble, Office Max, Michael's, and Joann's for program related supplies	\$ 11,394																								
TOTAL 2009-10 GRANT AMOUNT (60 Active Slots x \$2,029.23)	\$ 121,754																								

ATTACHMENT C

TRAVEL REIMBURSEMENT RATES AND CONDITIONS

MEALS AND INCIDENTALS (IN-STATE/OUT-OF-STATE TRAVEL):

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Lodging, meals and incidental reimbursements shall not be made for expenses incurred within 50-miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

BREAKFAST	ACTUAL EXPENSE UP TO \$6
LUNCH	ACTUAL EXPENSE UP TO \$10
DINNER	ACTUAL EXPENSE UP TO \$18
INCIDENTALS	ACTUAL EXPENSE UP TO \$6

TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

FIRST DAY OF TRAVEL	
TRIP BEGINS AT OR BEFORE 6 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 11 AM	LUNCH MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 5 PM	DINNER MAY BE CLAIMED
CONTINUING AFTER 24 HOURS	
TRIP ENDS AT OR AFTER 8 AM	BREAKFAST MAY BE CLAIMED
TRIP ENDS AT OR AFTER 2 PM	LUNCH MAY BE CLAIMED
TRIP ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

FRACTIONAL DAY OF TRAVEL	
TRIP BEGINS AT OR BEFORE 6 AM AND ENDS AT OR AFTER 9 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 4 PM AND ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED
EMPLOYEES MAY NOT CLAIM LUNCH OR INCIDENTALS ON ONE-DAY TRIPS. WHEN TRIPS ARE LESS THAN 24 HOURS AND THERE'S NO OVERNIGHT STAY, MEALS CLAIMED ARE TAXABLE.	

MILEAGE REIMBURSEMENT RATE:

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

AUTOMOBILE	55 CENTS PER MILE
BICYCLE UP TO	4 CENTS PER MILE

LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

ALL CALIFORNIA COUNTIES NOT LISTED BELOW	ACTUAL EXPENSE UP TO \$84 PER NIGHT, PLUS TAX
LOS ANGELES AND SAN DIEGO COUNTIES	ACTUAL EXPENSE UP TO \$110 PER NIGHT, PLUS TAX
ALAMEDA, SAN FRANCISCO, SANTA CLARA, AND SAN MATEO COUNTIES	ACTUAL EXPENSE UP TO \$140 PER NIGHT, PLUS TAX

OUT-OF-STATE LODGING/OUT-OF-STATE MEAL ALLOWANCE:

Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.

ATTACHMENT D

CDC PROGRAM ALLOWABLE COST GUIDELINES

A. BUDGET LINE ITEMS AS CONTAINED IN DISTRICT/COLLEGE GRANT AGREEMENTS

BUDGET LINE ITEMS:

- PROGRAM STAFFING

Allowable Activities/Services

Program Staffing funds may be used in one or any combination of the following activities/services:

1. To reimburse campus CDC Program staff (i.e.: Facilitator/CalWORKs Liaison/Assistant) for providing services to participating CDC Program participants.*
2. To pay the salary of other support staff that provides direct services to the CDC Program.
3. To provide Participant Supportive Services. (See Allowable Activities/Services as listed in Budget Line Item: Participant Supportive Services)

*Note: The Staffing funds can be used to either supplement and/or replace CDC Program staff current salary. Staffing funds are a fixed amount based on the number of slots allocated for the program year. The campus CDC program will be expected to maintain an Active participant roster within ten percent (10%) of its designated slot allocation.

A participant is in Active status ONLY while they are enrolled in coursework that is REQUIRED by the Commission on Teacher Credentialing (CTC) to achieve their designated Exit Goal at the Associate Teacher (12 ECE Units) or Teacher Permit (16 GE units and 24 ECE units) level; AND remedial and/or prerequisite courses needed to successfully complete the CTC required coursework. Once a participant completes all CTC required coursework with a grade of "C" or better, they can remain in Active Status for one additional semester to receive case management services that support their successful transition to work experience and the permit application process.

BUDGET LINE ITEM:

- OPERATING EXPENSES

Allowable Activities/Services

Operating Expenses funds may be used in one or any combination of the following activities/services:

1. To reimburse campus for office space used for operation of CDC Program.
2. To reimburse telephone services used for operation of CDC Program.
3. To purchase office supplies, including printed materials such as brochures and flyers that directly relate to the CDC Program.

For audit purposes, if the CDC Program's direct costs for office space and telephone cannot be readily identified, it is recommended that the District/College establish an auditable formula driven "Cost Allocation Plan" (i.e. prorated portion of costs).

BUDGET LINE ITEMS:

- FINGERPRINT FEES

Allowable Activities/Services

Fingerprint Fees funds may be used in one or any combination of the following activities/services:

1. To pay for practicum and/or work experience background clearance fingerprint fees for each participant.
2. To pay for fingerprint fees as required by the Commission on Teacher Credentialing when processing participants' permit applications.

BUDGET LINE ITEMS:

- TRAVEL EXPENSES TO REGIONAL TRAINING INSTITUTES (RTI)

Allowable Activities/Services

Travel funds may be used for one or any combination of the following activities:

1. To pay travel expenses for CDC Program staff (i.e.: Facilitator/CalWORKs Liaison/Assistant) Program participant(s) and other campus Early Care and Education (ECE), CalWORKs, and fiscal staff who are directly coordinating services with the CDC Program to attend CDC Program sponsored Regional Training Institutes.
2. To pay registration fees for CDC Program staff or Program participants to attend local, regional, or state functions (trainings, meetings, conferences, etc.) concerning ECE or CalWORKs that will benefit the CDC Program's administrative and academic services.*

*Travel funds used for non CDC sponsored trainings and meetings must receive written approval from the Foundation for California Community Colleges.

BUDGET LINE ITEMS:

- PARTICIPANT SUPPORTIVE SERVICES

Allowable Activities/Services

Participant Supportive Services funds may be used in one or any combination of the following categories:

1. Participant Book and Instructional Materials Grants – Ensures that costs associated with the purchase of books, supplies and supplemental instructional materials (e.g. professional development literature, children's books, or required reading in a second language) are covered in the event that a participant faces sudden and/or unexpected changes in TANF and/or financial aid eligibility, hence diminishing the possibility of a participant's withdrawal from the Program due to such changes.
2. Participant Transportation Grants – Provide transportation assistance needed to attend school or work, should a student become ineligible for CalWORKs and/or other financial

assistance that previously covered these program related expenses. This line item is included to ensure that a participant does not drop out of the program because of a sudden and/or unexpected change in TANF and/or financial aid eligibility.

3. Participant Tutoring Services – Provide specialized tutoring services that may not be available through regular on-campus learning/tutoring resources and services. This line item is included to ensure that a participant does not drop out of the Program because of a lack and/or unavailability of specialized educational tutoring services.
4. Special Services, Workshops and Cohort Classes – Provide supplemental instructional and general participant support services in the form of workshops, classes and services that address specific CDC participant barriers/issues to successful completion of the ECE academic coursework, permit requirements, job search, and job retention.

These services may include:

- Speakers brought onto campus to provide information and training related to ECE.
 - Participants attending local professional trainings or meetings related to ECE.
 - Cohort class expenses (teacher, etc.).
 - Expenses related to providing additional classes attended by CDC Program participants which would otherwise not be offered without funds from the CDC Program.
 - Interview clothes for job placement.
 - Awards (gift certificates, vouchers for educational purposes) for the completion of the program (per semester, limits assigned by FCCC) and gatherings, including permit completion ceremonies/events for purpose of follow-up and retention.
 - Counseling as recommended by college staff (either group or individual).
5. Work-Study Wages - Provide Work-Study wages for CDC Program participants while the individuals are in a practicum, or work experience assignment.

B. BUDGET LINE ITEM TRANSFERS

With prior written approval from the Foundation, surplus funds from a given line item of the budget may be transferred to defray/increase allowable direct costs within another budget line-item. Before any transfer of funds can occur, a Budget Line-Item Transfer Request Form must be submitted by the college and approved by the Foundation. Funds may not be transferred in or out of the Program Staffing line-item.

C. PROHIBITIONS

CDC Program Funds CANNOT be used to:

1. Purchase office equipment; such as personal computers, computer parts, DSL modems or routers, lap tops, fax machines, printers, scanners, or copiers.
2. Purchase food items.
3. Pay for medical related costs or services.
4. Pay for living expenses (rent, utilities, etc.).
5. Pay for fines, tickets, late fees, penalties, child support payments, or other costs incurred because of negligent behavior.
6. Pay for items or services not directly related to successful participation in the CDC program and subsequent job placement.

Signatures

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Amendment and commit their respective organizations to comply with them.

On behalf of the District:

Name: _____

Title: _____

Signature: _____ Date: _____

On behalf of FCCC:

Signature of Leslie

Snoke:

(CDC Program Director)

Date: _____

FCCC Corporate Officer

Signature:

Name: _____

Title: _____

Signature: _____ Date: _____

Other Authorized

Signatory:

Name: _____

Title: _____

Signature: _____ Date: _____

Please return one (1) of the two (2) Grant Agreement Amendments with original signatures to:

CDC PROGRAM
ATTN: ANDRÉ LIPINSKI
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
1102 Q STREET, SUITE 3500
SACRAMENTO, CA 95811

For information or assistance, please contact Andre Lipinski at (916) 325-1864 or via e-mail: alipinski@foundationccc.org

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-c

Date: November 17, 2009

Subject: Using Master Price Agreements For Purchasing – Lenovo, Apple, Dell and 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.

The staff proposes that we use the WSCA contract to purchase Lenovo, Apple, Dell and Hewlett Packard proprietary hardware as needed throughout the District. The current term of the Master Price Agreements A74813, B27158, B27160 and B27164 is from September 1, 2009 to August 31, 2014. 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 agreements A74813, B27158, B27160 and B27164 to purchase Lenovo, Apple, Dell and Hewlett Packard proprietary hardware, as needed for all departments in the District as per the terms of the Master Price Agreement from September 1, 2009 to August 31, 2014.

Gregory W. Gray
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-6-d

Date: November 17, 2009

Subject: Using Competitively Bid Piggyback Contract to Purchase Office, Classroom, Health, Athletic, Technology and Furniture Supplies from OfficeMax.

Background: The Oakland Unified School District has awarded a competitively bid contract to OfficeMax for office, classroom, health, athletic, technology and furniture supplies. The District may use this contract in accordance with Public Contract Code Section 20652.

The staff proposes that we use this contract as needed throughout the District. The term of the contract is from July 27, 2009 through July 26, 2012. The contract has been reviewed and meets District requirements.

Recommended Action: It is recommended that the Board of Trustees approve using the OfficeMax competitively bid piggyback Bid NO. 08-09/06 contract from the Oakland Unified School District to purchase office, classroom, health, athletic, technology and furniture supplies, for the term of July 27, 2009 through July 26, 2012.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES PLANNING, DESIGN AND CONSTRUCTION

Report No.: V-A-6-e

Date: November 17, 2009

Subject: Market Street Properties, Heiting Building Concrete Fin Removal – Emergency Resolution No. 16-09/10

Background: On April 28, 2009, the Board of Trustees was presented with information regarding the District's Planning of the Market Street Properties. The Market Street Properties is located at the corner of Market Street and University Avenue in Downtown Riverside. The properties located along University Avenue have been designed for the Riverside School for the Arts (RSA), however the properties along Market Street, comprised of three buildings, are being studied for future use. The three buildings consist of: a vacant mixed-use business/apartment building on the corner of University Avenue and Market Street; the District's System Offices Building housing, various District offices; and the Heiting Building (formally known as Citrus Belt Savings & Loan, located next to White Park).

Since the Heiting Building may be repurposed for non-instructional use, structural engineering services were conducted by Critical Structures, Inc. to provide an initial structural assessment of the two story building. This SAR specifically identifies the pre-cast concrete architectural vertical fins as an imminent falling hazard (due to natural spilling of the concrete components) posing a significant risk of serious bodily injury and/or property damage for which the District would be liable. After staff review of the Structural Analysis Report (SAR) of the Heiting Building prepared by Critical Structures, Inc., staff urgently requests ratification of the removal of the pre-cast concrete vertical fins and sheet metal louvers on the North-West and South-East ends of the Heiting Building be removed. Removal of the fins will require a closure of one lane of Market Street to facilitate equipment maneuvering and weekend work to minimize disruption to RCCD staff and community. Removal of the sheet metal architectural louvers is necessary to facilitate removal of the fins themselves on the North-West side of the building.

As permitted under Public Contract Code 20654, the District may authorize, in lieu of formal bidding, the initiation of emergency repairs to avoid danger to life or property. Public Contract Code reads as follows:

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, *or to avoid danger to life or property*, the board by unanimous vote, with the approval of the county superintendent of schools, may do either of the following:

RIVERSIDE COMMUNITY COLLEGE DISTRICT
FACILITIES PLANNING, DESIGN AND CONSTRUCTION

Report No.: V-A-6-e

Date: November 17, 2009

Subject: Market Street Properties, Heating Building Concrete Fin Removal – Emergency Resolution No. 16-09/10 (continued)

- 1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for bids.

Staff is now requesting the Board of Trustees declare an emergency due to the conditions stated above for the removal of the pre-cast concrete vertical fins and sheet metal louvers on the North-West and South-East ends of the Heating Building within the Market Street Properties, approve funding for the removal in an amount not to exceed \$80,000 to cover the cost of permits, demolition, and to execute the work. Additionally, it is requested the Board of Trustees approve the attached Resolution No. 16-09/10 authorizing the emergency repairs and ratify the agreement with Tilden-Coil Constructors, Inc. to mobilize the project.

To be funded by Riverside County/City designated funds in Resource 1180 - Redevelopment Pass-Through.

Recommended Action: It is recommended that the Board of Trustees declare an emergency exists for the Market Street Properties, Heating Building for the removal of the pre-cast concrete vertical fins and sheet metal louvers; approve Board Resolution No. 16-09/10 authorizing the emergency repairs to the Market Street Properties, Heating Building; ratify the agreement with Tilden Coil Constructors to mobilize the demolition contractor in an amount not to exceed \$80,000; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 16-09/10

Resolution of the Board of Trustees of the Riverside Community College District
Authorizing Emergency Removal to the
Market Street Properties, Heating Building Concrete Fin Removal

WHEREAS, Riverside Community College District is the owner of the Heating Building, a part of the Market Street Properties located at the corner of Market Street and University Avenue;

WHEREAS, Riverside Community College District discovered that pre-cast concrete vertical fins and sheet metal louvers on the North-West and South-East ends of the Heating Building was in a dangerous and unsafe condition;

WHEREAS, the Board of Trustees of the Riverside Community College District has determined that the above condition constitutes a danger to life and property; and

WHEREAS, Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make a contract on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency which prevents the continuance of existing college classrooms, or in order to avoid danger to life and property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at the Market Street Properties, Heating Building and could cause serious bodily injury and/or property damage.

Section 2: The Vice Chancellor, Administration and Finance of Riverside Community College District, or designee, is authorized to seek the approval of the County Superintendent of Schools to make the necessary contracts without advertising or inviting bids to avoid danger to life and property from this condition and to continue District business use.

ADOPTED this 17th day of November, 2009.

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

TILDEN-COIL CONSTRUCTORS, INC.

THIS AGREEMENT is made and entered into on the 13th day of November, 2009, by and between TILDEN-COIL CONSTRUCTORS, INC. 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’s Market Street Properties.
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 November 13, 2009, to the estimated completion date of December 31, 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 Consultant.
5. Payment in consideration of this agreement shall not exceed \$80,000 including reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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

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

Tilden-Coil Constructors, Inc.

Riverside Community College District

Brian Jaramillo
President
3612 Mission Inn Avenue
Riverside, CA 92501

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

Scope of Project

A structural analysis report of the Heiting Building (Market Street Properties) specifies that the pre-cast concrete architectural vertical fins located on the North-West and South-East ends of the building are an imminent falling hazard posing a significant risk of serious bodily injury and/or property damage for which the District would be liable. Therefore, the District requests Tilden-Coil Constructors, Inc. to demolish the concrete fins and metal louvers on both ends of the Heiting Building and provide traffic control.

Scope of Services

Site Demolition:

Services include removal of metal louvers between pre-cast concrete panels on both the north and south side of the Heiting Building. All materials to be disposed of off-site. Services include trucking, disposal costs, lifts and crane. Steel structure that is supporting pre-cast material to be torched and removed if required and determined there is no lead paint issues. Removal of pre-cast concrete panels following procedure of north side demolition. Work to be completed in one (1) shift if possible pending City of Riverside's requirements for traffic closures or restrictions. Parking lot on north side to be used to stage trucking or dumpsters for disposal of material. Parking lot access is required for up to two (2) days.

Traffic Control:

Services include traffic control plan and required city permits for south side demolition of pre-cast panels.

Window Cleaning:

Services include exterior window cleaning for the Market Street Properties, Riverside Community College System Office's after demolition is completed.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: November 17, 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.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	EV910	19016B266977	016527
1	VIEWSONIC	MONITOR	VE175	A1A023000277	019991
1	GATEWAY	MONITOR	FPD1930	GL719A311000344	021103
1	GATEWAY	MONITOR	FPD1730	QS7330602209	021846
1	GATEWAY	COMPUTER	E3400-800	0020882982	016536
1	DELL	COMPUTER	XPS B800	64Z1701	016128
1	GATEWAY	COMPUTER	E3400-800	0020905378	016522
1	GATEWAY	COMPUTER	E3100	0008135031	010211
1	GATEWAY	MONITOR	FPD1530	MUL5022CO126251	023770
1	GATEWAY	COMPUTER	E3400-SE	0022452432	016969
1	GATEWAY	COMPUTER	PROFILE 5MX-C	0034130825	024462
1	GATEWAY	MONITOR	CPD15F23	8636062	008640
1	GATEWAY	COMPUTER	P5166	5840273	008881

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: November 17, 2009

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2009 through October 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.

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

ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: November 17, 2009

Subject: Monthly Financial Report (continued)

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 139,809,817	\$ 138,568,478	\$ 138,568,478	\$ 41,603,810
Intrafund Transfer from				
District Bookstore (Resource 1110)	390,000	390,000	390,000	0
Total Revenues	<u>\$ 140,199,817</u>	<u>\$ 138,958,478</u>	<u>\$ 138,958,478</u>	<u>\$ 41,603,810</u>
Expenditures				
Academic Salaries	\$ 69,640,732	\$ 65,197,508	\$ 65,274,655	\$ 18,722,451
Classified Salaries	30,284,045	31,721,873	31,636,776	10,119,671
Employee Benefits	26,024,205	26,858,967	26,858,316	5,953,932
Materials & Supplies	2,470,162	2,465,067	2,480,186	690,760
Services	13,259,321	13,773,762	13,769,178	3,565,523
Capital Outlay	2,248,302	822,930	820,996	302,997
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	522,091	665,157	665,157	166,289
Federal Work Study (Resource 1190)	224,892	177,291	177,291	20,341
Instr. Equipment Match (Resource 1190)	73,259	22,004	22,004	22,004
Performance Riverside (Resource 1090)	193,257	193,257	193,257	48,314
ARRA Stimulus Backfill (Resource 1190)	0	454,608	454,608	0
General Fund Backfill (Resource 1190)	0	1,495,042	1,495,042	0
Interfund Transfer to:				
Resource 3300	365,000	372,761	372,761	88,190
Resource 6100	250,000	250,000	250,000	62,500
Total Expenditures	<u>\$ 145,555,266</u>	<u>\$ 144,470,227</u>	<u>\$ 144,470,227</u>	<u>\$ 39,762,972</u>
Revenues Over (Under) Expenditures	\$ (5,355,449)	\$ (5,511,749)	\$ (5,511,749)	\$ 1,840,838
Beginning Fund Balance	19,259,076	13,903,627	13,903,627	13,903,627
Ending Fund Balance	<u>\$ 13,903,627</u>	<u>\$ 8,391,878</u>	<u>\$ 8,391,878</u>	<u>\$ 15,744,465</u>
Ending Cash Balance				<u>\$ 30,084,637</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,073,629	\$ 1,963,300	\$ 1,963,300	\$ 861,566
Expenditures				
Classified Salaries	\$ 1,121,929	\$ 1,202,016	\$ 1,202,016	\$ 334,519
Employee Benefits	330,845	372,816	372,816	74,346
Materials & Supplies	80,743	80,174	78,174	6,967
Services	360,902	392,293	394,293	96,721
Capital Outlay	93,660	70,003	70,003	12,421
Total Expenditures	\$ 1,988,079	\$ 2,117,302	\$ 2,117,302	\$ 524,974
Revenues Over (Under) Expenditures	\$ 85,550	\$ (154,002)	\$ (154,002)	\$ 336,592
Beginning Fund Balance	221,160	306,710	306,710	306,710
Ending Fund Balance	\$ 306,710	\$ 152,708	\$ 152,708	\$ 643,302
Ending Cash Balance				\$ 561,933

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,712,767	\$ 1,537,294	\$ 1,537,294	\$ 703,525
Expenditures				
Academic Salaries	\$ 161,883	\$ 262,405	\$ 262,405	\$ 75,730
Classified Salaries	494,582	558,354	558,354	155,624
Employee Benefits	157,660	199,752	199,752	40,966
Materials & Supplies	81,993	100,386	100,386	25,259
Services	214,631	286,785	286,785	76,700
Capital Outlay	44,314	94,478	94,478	2,495
Total Expenditures	\$ 1,155,063	\$ 1,502,160	\$ 1,502,160	\$ 376,774
Revenues Over (Under) Expenditures	\$ 557,704	\$ 35,134	\$ 35,134	\$ 326,751
Beginning Fund Balance	1,115,304	1,673,008	1,673,008	1,673,008
Ending Fund Balance	\$ 1,673,008	\$ 1,708,142	\$ 1,708,142	\$ 1,999,759.00
Ending Cash Balance				\$ 1,906,498

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 742,448	\$ 751,500	\$ 751,500	\$ 368,979
Expenditures				
Academic Salaries	\$ 4,286	\$ 4,272	\$ 4,272	\$ 1,424
Classified Salaries	287,505	266,398	266,398	116,201
Employee Benefits	70,257	71,088	71,088	15,026
Materials & Supplies	4,621	3,200	3,200	2,439
Services	380,528	350,040	350,040	156,852
Total Expenditures	\$ 747,197	\$ 694,998	\$ 694,998	\$ 291,942
Revenues Over (Under) Expenditures	\$ (4,749)	\$ 56,502	\$ 56,502	\$ 77,037
Beginning Fund Balance	(56,591)	(61,340)	(61,340)	(61,340)
Ending Fund Balance	\$ (61,340)	\$ (4,838)	\$ (4,838)	\$ 15,697
Ending Cash Balance				\$ 17,580

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 731,313	\$ 715,090	\$ 715,090	\$ 377,551
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	48,314
Total Revenues	<u>\$ 924,570</u>	<u>\$ 908,347</u>	<u>\$ 908,347</u>	<u>\$ 425,865</u>
Expenditures				
Classified Salaries	\$ 337,723	\$ 321,945	\$ 321,945	\$ 93,409
Employee Benefits	106,729	111,854	111,854	23,442
Materials & Supplies	31,579	31,500	31,500	4,889
Services	480,224	431,380	431,380	131,035
Total Expenditures	<u>\$ 956,255</u>	<u>\$ 896,679</u>	<u>\$ 896,679</u>	<u>\$ 252,775</u>
Revenues Over (Under) Expenditures	\$ (31,685)	\$ 11,668	\$ 11,668	\$ 173,090
Beginning Fund Balance	<u>(737,157)</u>	<u>(768,842)</u>	<u>(768,842)</u>	<u>(768,842)</u>
Ending Fund Balance	<u>\$ (768,842)</u>	<u>\$ (757,174)</u>	<u>\$ (757,174)</u>	<u>\$ (595,752)</u>
Ending Cash Balance				<u>\$ (590,836)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,012,983	\$ 917,500	\$ 917,500	\$ 76
Expenditures				
Services	\$ 43,795	\$ 43,775	\$ 43,775	\$ 10,900
Interfund Transfer to				
Food Services (Resource 3200)	676,930	529,809	529,809	50,000
Intrafund Transfer to				
General Operating (Resource 1000)	390,000	390,000	390,000	0
Total Expenditures	\$ 1,110,725	\$ 963,584	\$ 963,584	\$ 60,900
Revenues Over (Under) Expenditures	\$ (97,742)	\$ (46,084)	\$ (46,084)	\$ (60,824)
Beginning Fund Balance	194,541	96,799	96,799	96,799
Ending Fund Balance	\$ 96,799	\$ 50,715	\$ 50,715	\$ 35,975
Ending Cash Balance				\$ 35,974

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 138,662	\$ 266,000	\$ 266,000	\$ 49,578
Expenditures				
Academic Salaries	\$ 0	\$ 0	\$ 0	\$ 43,318
Classified Salaries	104,372	141,278	141,278	11,234
Employee Benefits	31,197	48,151	48,151	1,164
Materials & Supplies	3,279	4,211	4,211	46,128
Services	57,359	103,261	103,261	0
Total Expenditures	\$ 196,207	\$ 296,901	\$ 296,901	\$ 101,844
Revenues Over (Under) Expenditures	\$ (57,545)	\$ (30,901)	\$ (30,901)	\$ (52,266)
Beginning Fund Balance	141,149	83,604	83,604	83,604
Ending Fund Balance	\$ 83,604	\$ 52,703	\$ 52,703	\$ 31,338
Ending Cash Balance				\$ 33,209

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,027,640	\$ 2,028,225	\$ 2,028,225	\$ 54,769
Expenditures				
Services	\$ 122,944	\$ 125,100	\$ 125,100	\$ 47,323
Total Expenditures	\$ 122,944	\$ 125,100	\$ 125,100	\$ 47,323
Revenues Over (Under) Expenditures	\$ 1,904,696	\$ 1,903,125	\$ 1,903,125	\$ 7,446
Beginning Fund Balance	5,659,416	7,564,112	7,564,112	7,564,112
Ending Fund Balance	<u>\$ 7,564,112</u>	<u>\$ 9,467,237</u>	<u>\$ 9,467,237</u>	<u>\$ 7,571,558</u>
Ending Cash Balance				<u>\$ 6,875,429</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 27,253,987	\$ 27,253,987	\$ 6,539,130
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	166,289
For Federal Work Study	187,408	177,291	177,291	20,341
For Instructional Equipment	87,243	22,004	22,004	22,004
For ARRA Federal Stimulus Backfill	0	454,608	454,608	0
For General Fund Backfill	0	1,495,042	1,495,042	0
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 30,068,089</u>	<u>\$ 30,068,089</u>	<u>\$ 6,747,764</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 5,328,041	\$ 5,339,356	\$ 1,146,146
Classified Salaries	6,775,599	9,631,961	9,514,918	2,773,045
Employee Benefits	2,888,546	4,170,691	4,176,732	714,899
Materials & Supplies	1,521,925	1,811,244	1,811,659	182,356
Services	3,059,959	7,174,103	7,087,236	804,872
Capital Outlay	1,781,586	3,224,405	3,417,702	361,252
Scholarships	25,500	13,212	13,212	0
Student Grants (Financial, Book, Meal, Transportation)	325,290	456,560	449,402	104,997
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 31,810,217</u>	<u>\$ 31,810,217</u>	<u>\$ 6,087,567</u>
Revenues Over (Under) Expenditures	\$ 0	\$ (1,742,128)	\$ (1,742,128)	\$ 660,197
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ (1,742,128)</u>	<u>\$ (1,742,128)</u>	<u>\$ 660,197</u>
Ending Cash Balance				<u>\$ (665,899)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,367,091	\$ 1,527,874	\$ 1,527,874	\$ 450,660
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>676,930</u>	<u>529,809</u>	<u>529,809</u>	<u>50,000</u>
Total Revenues	<u>\$ 2,044,021</u>	<u>\$ 2,057,683</u>	<u>\$ 2,057,683</u>	<u>\$ 500,660</u>
Expenditures				
Classified Salaries	\$ 687,645	\$ 745,786	\$ 745,786	\$ 227,932
Employee Benefits	286,991	324,520	324,520	64,217
Materials & Supplies	736,518	776,800	776,800	208,502
Services	286,559	208,971	208,971	56,572
Capital Outlay	<u>60,693</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 2,058,406</u>	<u>\$ 2,056,077</u>	<u>\$ 2,056,077</u>	<u>\$ 557,223</u>
Revenues Over (Under) Expenditures	\$ (14,385)	\$ 1,606	\$ 1,606	\$ (56,563)
Beginning Fund Balance	<u>159,294</u>	<u>144,909</u>	<u>144,909</u>	<u>144,909</u>
Ending Fund Balance	<u>\$ 144,909</u>	<u>\$ 146,515</u>	<u>\$ 146,515</u>	<u>\$ 88,346</u>
Ending Cash Balance				<u>\$ 65,878</u>

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

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

Fund 33, Resource 3300 - Child Care

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,377,947	\$ 1,350,790	\$ 1,350,790	\$ 441,688
Interfund Transfer from General Operating (Resource 1000)	365,000	372,761	372,761	88,190
Total Revenues	<u>\$ 1,742,947</u>	<u>\$ 1,723,551</u>	<u>\$ 1,723,551</u>	<u>\$ 529,878</u>
Expenditures				
Academic Salaries	\$ 996,132	\$ 1,015,374	\$ 1,015,374	\$ 243,470
Classified Salaries	331,172	342,641	342,641	90,233
Employee Benefits	220,824	255,974	255,974	50,228
Materials & Supplies	64,923	72,209	72,209	15,490
Services	61,576	89,199	89,199	25,542
Capital Outlay	15,527	650	650	274
Total Expenditures	<u>\$ 1,690,154</u>	<u>\$ 1,776,047</u>	<u>\$ 1,776,047</u>	<u>\$ 425,237</u>
Revenues Over (Under) Expenditures	\$ 52,793	\$ (52,496)	\$ (52,496)	\$ 104,641
Beginning Fund Balance	62,345	115,138	115,138	115,138
Ending Fund Balance	<u>\$ 115,138</u>	<u>\$ 62,642</u>	<u>\$ 62,642</u>	<u>\$ 219,779</u>
Ending Cash Balance				<u>\$ 219,633</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 13,148,656	\$ 56,650,208	\$ 56,650,208	\$ 0
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	485,338	0	0	0
Total Revenues	\$ 13,633,994	\$ 56,650,208	\$ 56,650,208	\$ 0
Expenditures				
Services	\$ 66,010	\$ 0	\$ 0	\$ 0
Capital Outlay	13,158,844	57,612,066	57,612,066	1,584,822
Total Expenditures	\$ 13,224,854	\$ 57,612,066	\$ 57,612,066	\$ 1,584,822
Revenues Over (Under) Expenditures	\$ 409,140	\$ (961,858)	\$ (961,858)	\$ (1,584,822)
Beginning Fund Balance	552,718	961,858	961,858	961,858
Ending Fund Balance	\$ 961,858	\$ 0	\$ 0	\$ (622,964)
Ending Cash Balance				\$ (2,652,048)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 12	\$ 1,115,688	\$ 1,115,688	\$ 1
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	\$ 12	\$ 12	\$ 12	\$ 1
Beginning Fund Balance	533	545	545	545
Ending Fund Balance	<u>\$ 545</u>	<u>\$ 557</u>	<u>\$ 557</u>	<u>\$ 546</u>
Ending Cash Balance				<u>\$ 546</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 276,545	\$ 185,000	\$ 185,000	\$ 12,191
Expenditures				
Services	\$ 31,839	\$ 10,000	\$ 10,000	\$ 2,318
Capital Outlay	24,470	1,641,618	1,641,618	34,694
Total Expenditures	\$ 56,309	\$ 1,651,618	\$ 1,651,618	\$ 37,012
Revenues Over (Under) Expenditures	\$ 220,236	\$ (1,466,618)	\$ (1,466,618)	\$ (24,821)
Beginning Fund Balance	12,043,744	12,263,980	12,263,980	12,263,980
Ending Fund Balance	\$ 12,263,980	\$ 10,797,362	\$ 10,797,362	\$ 12,239,159
Ending Cash Balance				\$ 11,620,876

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 1,846,334</u>	<u>\$ 6,633,783</u>	<u>\$ 6,633,783</u>	<u>\$ 71,506</u>
Expenditures				
Classified Salaries	\$ 53,624	\$ 217,523	\$ 217,523	\$ 60,012
Employee Benefits	24,124	95,574	95,574	16,227
Materials & Supplies	2,619	0	0	0
Services	273,685	381,426	452,181	60,007
Capital Outlay	19,489,780	70,211,756	70,141,001	4,202,560
Intrafund Transfers to:				
State Construction (Resource 4100)	<u>485,338</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 20,329,170</u>	<u>\$ 70,906,279</u>	<u>\$ 70,906,279</u>	<u>\$ 4,338,806</u>
Revenues Over (Under) Expenditures	\$ (18,482,836)	\$ (64,272,496)	\$ (64,272,496)	\$ (4,267,300)
Beginning Fund Balance	<u>86,487,241</u>	<u>68,004,405</u>	<u>68,004,405</u>	<u>68,004,405</u>
Ending Fund Balance	<u>\$ 68,004,405</u>	<u>\$ 3,731,909</u>	<u>\$ 3,731,909</u>	<u>\$ 63,737,105</u>
Ending Cash Balance				<u>\$ 64,366,615</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,857,746	\$ 4,811,500	\$ 4,811,500	\$ 1,661,475
Interfund transfer from General Operating (Resource 1000)	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>62,500</u>
Total Revenue	<u>\$ 5,107,746</u>	<u>\$ 5,061,500</u>	<u>\$ 5,061,500</u>	<u>\$ 1,723,975</u>
Expenditures				
Classified Salaries	\$ 167,605	\$ 167,071	\$ 167,071	\$ 55,721
Employee Benefits	55,445	57,744	57,744	13,554
Materials & Supplies	2,519	4,000	4,000	166
Services	5,322,805	5,261,404	5,261,404	1,713,519
Capital Outlay	<u>38,292</u>	<u>40,000</u>	<u>40,000</u>	<u>0</u>
Total Expenditures	<u>\$ 5,586,666</u>	<u>\$ 5,530,219</u>	<u>\$ 5,530,219</u>	<u>\$ 1,782,960</u>
Revenues Over (Under) Expenditures	\$ (478,920)	\$ (468,719)	\$ (468,719)	\$ (58,985)
Beginning Fund Balance	<u>2,990,385</u>	<u>2,511,465</u>	<u>2,511,465</u>	<u>2,511,465</u>
Ending Fund Balance	<u>\$ 2,511,465</u>	<u>\$ 2,042,746</u>	<u>\$ 2,042,746</u>	<u>\$ 2,452,480</u>
Ending Cash Balance				<u>\$ 4,627,773</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,588,973	\$ 1,558,000	\$ 1,558,000	\$ 472,605
Expenditures				
Classified Salaries	\$ 78,445	\$ 78,000	\$ 78,000	\$ 26,219
Employee Benefits	28,274	29,165	29,165	6,661
Materials & Supplies	0	620	620	0
Services	992,198	1,351,500	1,351,500	453,147
Total Expenditures	\$ 1,098,917	\$ 1,459,285	\$ 1,459,285	\$ 486,027
Revenues Over (Under) Expenditures	\$ 490,056	\$ 98,715	\$ 98,715	\$ (13,422)
Beginning Fund Balance	1,020,999	1,511,055	1,511,055	1,511,055
Ending Fund Balance	\$ 1,511,055	\$ 1,609,770	\$ 1,609,770	\$ 1,497,633
Ending Cash Balance				\$ 3,111,008

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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, payphone commissions and athletic ticket sales.

Associated Students of RCC

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 699,588	\$ 648,490	\$ 648,490	\$ 331,579
Expenditures				
Materials & Supplies	\$ 1,003,613	\$ 648,490	\$ 648,490	\$ 229,282
Total Expenditures	\$ 1,003,613	\$ 648,490	\$ 648,490	\$ 229,282
Revenues Over (Under) Expenditures	\$ (304,025)	\$ 0	\$ 0	\$ 102,297
Beginning Fund Balance	1,202,159	898,134	898,134	898,134
Ending Fund Balance	\$ 898,134	\$ 898,134	\$ 898,134	\$ 1,000,431
Ending Cash Balance				\$ 2,156,424

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 24,837,204	\$ 20,963,715	\$ 20,963,715	\$ 4,935,478
Expenditures				
Other Scholarships and Grant Reimbursements	\$ 24,837,204	\$ 20,963,715	\$ 20,963,715	\$ 4,379,207
Total Expenditures	\$ 24,837,204	\$ 20,963,715	\$ 20,963,715	\$ 4,379,207
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 556,271
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 556,271</u>
Ending Cash Balance				<u>\$ 726,811</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 MONTHLY FINANCIAL REPORT
 FOR THE PERIOD ENDED OCTOBER 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 <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7	\$ 0	\$ 0	\$ 1
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (13)	\$ 0	\$ 0	\$ 1
Beginning Fund Balance	16,252	16,239	16,239	16,239
Ending Fund Balance	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,240</u>
Ending Cash Balance				<u>\$ 16,240</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: November 17, 2009

Subject: 2008-2009 CCFS-311 – Annual Financial and Budget Report

Background: Title 5 of the California Code of Regulations, Sections 58300, et seq., requires that financial information be submitted annually to the Board of Governors for the California Community Colleges. To comply with this requirement, the District prepares a statement of revenues and expenditures commonly known as the CCFS-311 – Annual Financial and Budget Report. The CCFS-311 reports the following information:

Actual Financial Information – FY 2008-2009

Budget Financial Information – FY 2009-2010

Gann Appropriation Limit

Analysis of Net Ending Fund Balance

Analysis of Compliance with the 50 Percent Law

Detail of Unrestricted and Restricted General Fund Revenues

Expenditures by Combined General Fund Activity

Receipt and Expenditure of Lottery Proceeds

Analysis of Interfund Transfers

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

California Community Colleges

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2008-09)
(Budget Report for Fiscal Year 2009-10)

District: **Riverside Community College District**

District Code: **960**

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.


District Chief Business Officer

10/9/09
Date


District Superintendent

10/09/09
Date

Contact:

Aaron S. Brown

Name

Associate Vice-Chancellor, Finance

Title

(951) 222-8789

Phone Number

Extension

Aaron.Brown@rcc.edu

E-Mail

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before **October 10, 2009**. Please submit the report to:

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814 - 6511

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
10 General Fund:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
For Actual Year: 2008-09 Budget Year: 2009-10

GENERAL FUND

Description	State Use Only (EDP)	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100	142,432	652,199	9,321,027	16,866,987	9,463,459	17,519,186
State Revenues	8600	95,809,679	96,764,515	17,755,143	8,981,982	113,564,822	105,746,497
Local Revenues	8800	46,476,893	43,795,854	6,485,855	6,933,837	52,962,748	50,729,691
TOTAL REVENUES	801	142,429,004	141,212,568	33,562,025	32,782,806	175,991,029	173,995,374
EXPENDITURES:							
Academic Salaries	1000	69,645,019	65,201,780	4,024,414	5,590,446	73,669,433	70,792,226
Classified Salaries	2000	31,013,644	32,451,494	9,204,614	11,392,331	40,218,258	43,843,825
Employee Benefits	3000	26,232,389	27,090,060	3,611,536	4,743,259	29,843,925	31,833,319
Supplies and Materials	4000	2,509,640	2,503,978	1,865,778	1,991,804	4,375,418	4,495,782
Other Operating Expenses and Services	5000	14,221,229	14,702,218	10,725,872	7,978,281	24,947,101	22,680,499
Capital Outlay	6000	2,248,302	822,930	2,037,115	3,388,886	4,285,417	4,211,816
TOTAL EXPENDITURES	501	145,870,223	142,772,460	31,469,329	35,085,007	177,339,552	177,857,467
EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(3,441,219)	(1,559,892)	2,092,696	(2,302,201)	(1,348,523)	(3,862,093)
OTHER FINANCING SOURCES	8900	(814,021)	(2,808,102)	820,241	2,814,102	6,220	6,000
OTHER OUTGO	7000	1,291,930	1,152,570	364,986	469,772	1,656,916	1,622,342
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(5,547,170)	(5,520,564)	2,547,951	42,129	(2,999,219)	(5,478,435)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	18,801,019	13,253,849	6,995,880	9,543,831	25,796,899	22,797,680
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	18,801,019	7,733,285	6,995,880	9,585,960	25,796,899	17,319,245
ENDING FUND BALANCE, JUNE 30	905	13,253,849	7,733,285	9,543,831	9,585,960	22,797,680	17,319,245

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
20 Debt service Funds:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2008-09 Budget Year: 2009-10

DEBT SERVICE FUNDS

Description	State Use Only (EDP)	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND	Budget (2)	REVENUE BOND INTEREST AND REDEMPTION FUND	Budget (2)	OTHER DEBT SERVICE FUND	Budget (2)
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	106,154					
Local Revenues	8800	11,697,572					
TOTAL REVENUES	801	11,803,726					
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802						
Other Incoming Transfers	803						
TOTAL - OTHER FINANCING SOURCES	808						
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711	12,988,550					
Debt Interest and Other Service Charges	712						
Transfers (Outgoing) (CA 7300 and 7400)	730						
Reserve for Contingencies	7900						
TOTAL - OTHER OUTGO	708	12,988,550					
NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)	202	(12,988,550)					
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(1,184,824)					
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	18,168,628	16,983,804				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	18,168,628					
ENDING FUND BALANCE, JUNE 30	905	16,983,804	16,983,804				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
30 Special Revenue Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2008-09 Budget Year: 2009-10

Special Revenue Funds

Description	State Use Only (EDP)	FUND: 32 CAFETERIA FUND		FUND: 33 CHILD DEVELOPMENT FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			102,074	83,095		
State Revenues	8600			144,899	70,346		
Local Revenues	8800	1,367,091	1,527,874	1,130,974	1,197,349		
TOTAL REVENUES	801	1,367,091	1,527,874	1,377,947	1,350,790		
EXPENDITURES:							
Academic Salaries	1000			996,132	1,015,374		
Classified Salaries	2000	687,645	745,786	331,172	342,641		
Employee Benefits	3000	286,991	324,520	220,824	255,974		
Supplies and Materials	4000	736,518	776,800	64,923	72,209		
Other Operating Expenses and Services	5000	286,559	208,971	61,576	89,199		
Capital Outlay	6000	60,693		15,527	650		
TOTAL EXPENDITURES	501	2,058,406	2,056,077	1,690,154	1,776,047		
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(691,315)	(528,203)	(312,207)	(425,257)		
OTHER FINANCING SOURCES	8900	676,930	529,809	365,000	372,761		
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(14,385)	1,606	52,793	(52,496)		
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	159,294	144,909	62,345	115,138		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	159,294		62,345			
ENDING FUND BALANCE, JUNE 30	905	144,909	146,515	115,138	62,642		

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2008-09 Budget Year: 2009-10

Capital Projects Funds

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	13,148,656	56,650,208				
Local Revenues	8800	2,123,891	7,934,471				
TOTAL REVENUES	801	15,272,547	64,584,679				
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000	53,624	217,523				
Employee Benefits	3000	24,124	95,574				
Supplies and Materials	4000	2,619					
Other Operating Expenses and Services	5000	371,535	391,426				
Capital Outlay	6000	32,727,234	130,581,116				
TOTAL EXPENDITURES	501	33,179,136	131,285,639				
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(17,906,589)	(66,700,960)				
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(17,906,589)	(66,700,960)				
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	99,137,376	81,230,787				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	99,137,376					
ENDING FUND BALANCE, JUNE 30	905	81,230,787	14,529,827				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Proprietary Funds Group
60 Internal Service Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2008-09 Budget Year: 2009-10

INTERNAL SERVICE FUNDS

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
TOTAL INCOME	801	6,446,718	6,369,500				
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000	246,049	245,071				
Employee Benefits	3000	83,719	86,909				
Supplies and Materials	4000	2,519	4,620				
Other Operating Expenses and Services	5000	6,315,004	6,612,904				
Capital Outlay	6000	38,291	40,000				
TOTAL EXPENDITURES	501	6,685,582	6,989,504				
NET INCOME / LOSS	201	(238,864)	(620,004)				
OTHER FINANCING SOURCES	8900	250,000	250,000				
OTHER OUTGO	7000						
NET INCREASE / (DECREASE) IN RETAINED EARNINGS	901	11,136	(370,004)				
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	4,011,384	4,022,520				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	4,011,384					
ENDING FUND BALANCE, JUNE 30	905	4,022,520	3,652,516				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Fiduciary Funds Group
70 Fiduciary Funds Group

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2008-09 Budget Year: 2009-10

Fiduciary Funds Group

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 74 STUDENT FINANCIAL AID TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			23,188,527	19,163,715		
State Revenues	8600			1,648,677	1,800,000		
Local Revenues	8800	699,588	648,490				
TOTAL REVENUES	801	699,588	648,490	24,837,204	20,963,715		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	304,552	336,307				
Other Operating Expenses and Services	5000	476,505	305,374				
Capital Outlay	6000	216,367					
TOTAL EXPENDITURES	501	997,424	641,681				
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(297,836)	6,809	24,837,204	20,963,715		
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000	6,189	6,809	24,837,204	20,963,715		
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(304,025)					
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	1,202,159	898,134				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	1,202,159					
ENDING FUND BALANCE, JUNE 30	905	898,134	898,134				

**CALIFORNIA COMMUNITY COLLEGES
 Annual Financial and Budget Report**

Gann Appropriation Limit

SUPPLEMENTAL DATA

Proposition 4: Gann Appropriation Limit

Proposition 4 (November 1979, Special Election) added Article XIIB to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIIB. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

Budget Year: 2009-10

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$195,615,145
Appropriations subject to limit.	12	\$122,796,203
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$93,384,825
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Analysis of Net Ending Balance
For the General Fund

SUPPLEMENTAL DATA
For Actual Year: 2008-09

Description	State Use Only (EDP)	General Fund Total No. S10
A. NET ENDING BALANCE	905	22,797,680
Identify the following legally restricted or Board designated amounts within the net ending balance:		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	125,040
Subtotal B	619	125,040
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	
Local	622	9,543,831
Subtotal C	629	9,543,831
D. Subtotal Reserved (B + C)	675	9,668,871
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
Subtotal E	639	
F. Amounts for district's self-insurance program	649	
G. Amounts for court order payments	659	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	900,000
Other	664	
Subtotal H	669	900,000
I. TOTAL, DESIGNATED AMOUNTS (D through H)	679	10,568,871
J. UNCOMMITTED BALANCE (A less I)	690	12,228,809

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Analysis of compliance with the 50 Percent Law (ECS 84362)
The Current Expense of Education

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S11 GENERAL FUND - UNRESTRICTED SUBFUND			
Object Category	State Use Only (EDP)	ECS 84362(a) Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)	ECS 84362(b) Total (AC 0100 - 6799) (2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	55,658,807	55,658,807
Noninstructional Salaries (CA 1200 and 1400)	408		13,083,298
Subtotal Academic Salaries	409	55,658,807	68,742,105
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		26,739,226
Instructional Aides (CA 2200 and 2400)	416	2,443,314	2,443,314
Subtotal Classified Salaries	419	2,443,314	29,182,540
Employee Benefits (CA 3000)	429	11,015,243	24,728,021
Supplies and Materials (CA 4000)	435		2,356,443
Other Operating Expenses and Services (CA 5000)	449	17,169	13,024,196
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		417,979
TOTAL (409 + 419 + 429) and (435 + 449 + 451)	459	69,134,533	138,451,284
Less Exclusions for Current Expense of Education	469		4,689,590
TOTALS for ECS 84362, 50 Percent Law (459 - 469)	470	69,134,533	133,761,694
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	51.68%	100.00%
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		66,880,847
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		66,880,847

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA
For Actual Year: 2008-09

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Federal Revenues (CA 8100):				
Forest Reserve	8110			
Higher Education Act	8120	1,070	3,073,966	3,075,036
Workforce Investment Act	8130		271,738	271,738
Temporary Assistance for Needy Families (TANF)	8140		91,155	91,155
Student Financial Aid	8150	126,259		126,259
Veterans Education	8160	5,103		5,103
Vocational and Technical Education Act (VTEA)	8170		1,700,327	1,700,327
Other Federal Revenues	8190	10,000	4,183,841	4,193,841
TOTAL FEDERAL REVENUES	8100	142,432	9,321,027	9,463,459
State Revenues (CA 8600)				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121			
State General Apportionment	122	90,807,273		90,807,273
Other General Apportionments	123	1,395,436		1,395,436
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		766,913	766,913
Disabled Students Programs and Services (DSPS)	126		1,989,652	1,989,652
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		563,963	563,963
Telecomm. and Technology Infrastructure Program (TTIP)	129		46,070	46,070
Other General Categorical Programs	130		7,080,861	7,080,861
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimbursable Categorical Programs	133		6,948,653	6,948,653
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	457,573		457,573
Timber Yield Tax	135	42		42
Other State Tax Subventions	136	2,101		2,101
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	3,147,254	359,031	3,506,285
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690			
TOTAL STATE REVENUES	8600	95,809,679	17,755,143	113,564,822

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA
For Actual Year: 2008-09

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Local Revenues (CA 8800):				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	24,605,757		24,605,757
Tax Allocation, Supplemental Roll	8812	1,003,793		1,003,793
Tax Allocation, Unsecured Roll	8813	1,522,330		1,522,330
Prior Years Taxes	8816	4,218,288		4,218,288
Education Revenue Augmentation Fund (ERAF)	8817	605,600		605,600
Contributions, Gifts, Grants, and Endowments	8820	137,040	202,150	339,190
Contract Services (CA 8830):				
Contract Instructional Services	140	135,327		135,327
Other Contract Services	141			
Sales and Commissions	8840	1,825,465		1,825,465
Rentals and Leases	8850	355,937	502	356,439
Interest and Investment Income	8860	501,186	173,555	674,741
Student Fees and Charges				
Community Services Classes	8872	740,652		740,652
Dormitory	8873			
Enrollment	8874	7,685,586		7,685,586
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		1,574,589	1,574,589
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	90,778		90,778
Nonresident Tuition	8880	1,945,866	50,339	1,996,205
Parking Services and Public Transportation	8881		1,587,706	1,587,706
Other Student Fees and Charges	8885	100,654		100,654
Other Local Revenues	8890	1,002,634	2,897,014	3,899,648
TOTAL LOCAL REVENUES	8800	46,476,893	6,485,855	52,962,748
TOTAL REVENUES (8100 + 8600 + 8800)	801	142,429,004	33,562,025	175,991,029
Other Financing Sources (CA 8900):				
Proceeds of General Fixed Assets	8910	6,220		6,220
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980		820,241	820,241
TOTAL OTHER FINANCING SOURCES	8900	6,220	820,241	826,461
TOTAL REVENUES AND OTHER FINANCING SOURCES	899	142,435,224	34,382,266	176,817,490

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100		-128				-128
Architecture and Environmental Design	0200	61,622					61,622
Environmental Sciences and Technologies	0300						
Biological Sciences	0400	3,100,597		115,785	130,265		3,346,647
Business and Management	0500	3,267,632		5,808			3,273,440
Communications	0600	916,200		75,845	85,823		1,077,868
Information Technology	0700	2,541,381		54,329	178,874		2,774,584
Education	0800	6,588,002		323,847	41,228		6,953,077
Engineering and Industrial Tech.	0900	2,096,306		213,608	108,040		2,417,954
Fine and Applied Arts	1000	6,069,690		250,158	159,350		6,479,198
Foreign Language	1100	2,342,794		6,255	34		2,349,083
Health	1200	6,997,306	1,137	851,116	250,698		8,100,257
Family and Consumer Sciences	1300	1,280,241		308,282	21,299		1,609,822
Law	1400	73,141					73,141
Humanities (Letters)	1500	8,895,119	20,552	29,521	4,856		8,950,048
Library Science	1600	42,249					42,249
Mathematics	1700	6,058,183	1,629	16,183	10,422		6,086,417
Military Studies	1800						
Physical Sciences	1900	2,644,072	9	72,155	63,975		2,780,211
Psychology	2000	1,505,359		2,942	1,678		1,509,979
Public and Protective Services	2100	2,874,966		1,440,761	160,259		4,475,986
Social Sciences	2200	5,400,491		15,367	1,715		5,417,573
Commercial Services	3000	1,283,438		57,586	101,769		1,442,793
Interdisciplinary Studies	4900	7,215,409	5	33,009	44,151		7,292,574
Instruct. Staff-Retir's Bnfts & Retire. Incents	5900	282,662					282,662
Subtotal - Instructional Activities	599	71,536,860	23,204	3,872,557	1,364,436		76,797,057

** Salaries and Benefits of staff in noninstructional assignments * Salaries and Benefits of instructors and instructional aides in instructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA
For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Instruct. Admin. & Instruct. Governance (6000)							
Academic Administration	6010		16,395,165	3,343,832	816,041		20,555,038
Course and Curriculum Development	6020		3,605,827	715,673	103,201		4,424,701
Academic/Faculty Senate	6030						
Other Instruct. Admin. & Instruct. Governance	6090						
Subtotal - Instructional Administration	6000		20,000,992	4,059,505	919,242		24,979,739
Instructional Support Services (6100)							
Learning Center	6110		565,243	3,433	1,283		569,959
Library	6120		3,151,732	329,911	142,638		3,624,281
Media	6130		1,081,977	67,459	100,533		1,249,969
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
Subtotal - Instructional Support Services	6100		4,798,952	400,803	244,454		5,444,209
Admissions and Records	6200		3,215,151	629,494	20,783		3,865,428
Student Counseling and Guidance (6300)							
Counseling and Guidance	6310		3,874,015	75,856	24,786		3,974,657
Matriculation and Student Assessment	6320		753,068	74,212	39,118		866,398
Transfer Programs	6330		25,645	13,713	2,896		42,254
Career Guidance	6340						
Other Student Counseling and Guidance	6390						
Subtotal - Student Counseling and Guidance	6300		4,652,728	163,781	66,800		4,883,309

* Salaries and Benefits of instructors and instructional aides in instructional assignments
** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Other Student Services (6400)							
Disabled Students Program & Services (DSPS)	6420		1,661,779	174,799	103,667		1,940,245
Extended Opportunity Prgms. & Services (EOPS)	6430		779,415	41,956	2,521	318,462	1,142,354
Health Services	6440		843,392	284,889	44,314		1,172,595
Student Personnel Administration	6450		2,379,367	378,829	57,685		2,815,881
Financial Aid Administration	6460		2,218,011	145,392	31,063		2,394,466
Job Placement Services	6470		54,667	1,276			55,943
Veterans Services	6480						
Miscellaneous Student Services	6490						
Subtotal - Other Student Services	6400		7,936,631	1,027,141	239,250	318,462	9,521,484
Operation and Maintenance of Plant (6500)							
Building Maintenance and Repairs	6510		1,884,093	730,156	394,981		3,009,230
Custodial Services	6530		2,809,555	309,661	29,490		3,148,706
Grounds Maintenance and Repairs	6550		1,878,071	243,502	153,340		2,274,913
Utilities	6570			2,560,416			2,560,416
Other Operation and Maintenance of Plant	6590			153,874	4,704		158,578
Subtotal - Operation and Maintenance of Plant	6500		6,571,719	3,997,609	582,515		11,151,843
Planning, Policymaking, and Coordination	6600		3,250,557	1,704,400	87,579		5,042,536

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
General Institutional Support Services (6700)							
Community Relations	6710		1,499,846	256,546	6,038		1,762,430
Fiscal Operations	6720		4,229,608	6,958,927	38,451		11,226,986
Human Resources Management	6730		1,475,110	558,347	3,582		2,037,039
Noninstrl. Staff Retirees' Bnfts. & Retire. Incents.	6740		517,462				517,462
Staff Development	6750		120,037	59,420	8,351		187,808
Staff Diversity	6760		1,222	36,212			37,434
Logistical Services	6770		3,722,635	1,773,990	169,590		5,666,215
Management Information Systems	6780		3,754,369	1,301,114	246,560		5,302,043
Other General Institutional Support Services	6790						
Subtotal - General Institutional Support Services (6700)			15,320,289	10,944,556	472,572		26,737,417
Community Svcs. & Economic Develop. (6800)							
Community Recreation	6810		467,139	278,077	1,500		746,716
Community Service Classes	6820		796,976	414,663	7,599		1,219,238
Community Use Facilities	6830		428,832	97,688	2,519		529,039
Economic Development	6840						
Other Community Svcs. & Economic Development	6890						
Subtotal - Community Services (6800)			1,692,947	790,428	11,618		2,494,993

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Ancillary Services (6900)							
Bookstores	6910			43,796			43,796
Child Development Centers	6920		39,268	87,259	93,134		219,661
Farm Operations	6930						
Food Services	6940		29,037				29,037
Parking	6950		1,452,778	407,754	93,660		1,954,192
Student and Co-curricular Activities	6960		1,395,293	123,983	6,578		1,525,854
Student Housing	6970						
Other Ancillary Services	6990						
Subtotal - Ancillary Services	6900		2,916,376	662,792	193,372		3,772,540
Auxiliary Operations (7000)							
Contract Education	7010			496,348	32,838		1,837,938
Other Auxiliary Operations	7090		506,458	536,539			1,042,997
Subtotal - Auxiliary Operations	7000		1,815,210	1,032,887	32,838		2,880,935
Physical Property and Related Acquisitions (7100)	7100			36,566	49,958		86,524
Long-Term Debt and Other Financing (7200)							
Long-Term Debt	7210						
Tax Revenue Anticipation Notes	7220						
Other Financing	7290						
Subtotal - Long-Term Debt and Other Financing	7200						
Transfers, Student Aid, and Other Outgo (7300)							
Transfers	7310					1,291,930	1,291,930
Student Aid	7320					46,524	46,524
Other Outgo	7330						
Subtotal - Transfers, Student Aid, and Other Outgo	7300					1,338,454	1,338,454
TOTAL EXPENDITURES and OTHER OUTGO	391	71,536,860	72,194,756	29,322,519	4,285,417	1,656,916	178,996,468

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

**CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA**

Receipt and Expenditures of Lottery Proceeds

L10 GENERAL FUND

For Actual Year: 2008-09

Budget Year: 2009-10

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/08 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	904				
Part I. Actual Fiscal Year Data					
4. State Lottery Proceeds:					
a) Cash Received	869A				1,507,129
b) Accrued	860A				1,999,155
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A		3,147,254		3,147,254
6. Supplies and Materials (Object 4000)					
(a) Software	210A	564			564
(b) Books, Magazines, & Periodicals	220A				
(c) Instructional Supplies & Materials	230A	349,464			349,464
(e) Noninstructional Supplies & Materials	240A	9,002			9,002
7. Other. Oper. Exp. & Services (5000)	400A				
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A				
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	501A	359,030	3,147,254		3,506,284
11. 06/30/09 Balance (lines 3 + 4 - 10)	905A				
Part II. Budget Fiscal Year Data					
12. State Lottery Proceeds (estimated)	869B				3,109,808
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B		2,869,990		2,869,990
14. Supplies & Materials (Object 4000)					
(a) Software	210B	360			360
(b) Books, Magazines, & Periodicals	220B				
(c) Instructional Supplies & Materials	230B	233,439			233,439
(e) Noninstructional Supplies & Materials	240B	6,019			6,019
15. Other Oper. Exp. & Services (Object 5000)	400B				
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B				
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	501B	239,818	2,869,990		3,109,808
19. 06/30/10 Projected Balance (add lines 11 + 12 - 18)	905B				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Analysis of Interfund Transfers

SUPPLEMENTAL DATA
For Actual Year: 2008-09

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
32	IN	Cafeteria Fund	676,930	
11	OUT	Unrestricted Subfund		676,930
33	IN	Child Development Fund	101,200	
11	OUT	Unrestricted Subfund		101,200
33	IN	Child Development Fund	61,600	
11	OUT	Unrestricted Subfund		61,600
33	IN	Child Development Fund	182,200	
11	OUT	Unrestricted Subfund		182,200
33	IN	Child Development Fund	20,000	
11	OUT	Unrestricted Subfund		20,000
61	IN	Self-Insurance Fund	250,000	
11	OUT	Unrestricted Subfund		250,000

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA
For Actual Year: 2008-09

**** Summary Page ****

Page: 2

Analysis of Interfund Transfers

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
Summary Totals				
Totals			1,291,930	1,291,930
32		Cafeteria Fund	676,930	
11		Unrestricted Subfund		1,291,930
33		Child Development Fund	365,000	
61		Self-Insurance Fund	250,000	

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-3

Date: November 17, 2009

Subject: Measure C Project Commitments Summary

Background: Attached for the Board's review and information is a summary report on Measure C general obligation bond financial activity through the period ended October 31, 2009.

Information Only.

Gregory W. Gray
Chancellor

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

**Riverside Community College District
Office of the Chancellor
Measure C Project Commitments Summary
Through October 31, 2009**

Voter Approved Measure C Authorization	\$ 350,000,000
Issuances	(<u>155,000,000</u>)
Remaining Measure C Authorization	\$ <u><u>195,000,000</u></u>
Measure C - Cash on Hand	\$ <u><u>65,366,615</u></u>
Completed Projects	\$ 67,588,083
In-Progress Projects	<u>407,975,300</u>
Total Project Commitments	\$ <u><u>475,563,383</u></u>
Measure C Funds	\$ 213,080,926
State Funds	184,033,988
Other Funds	<u>78,448,469</u>
Total Funding	\$ <u><u>475,563,383</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING

Report No.: VI-A-1

Date: November 17, 2009

Subject: Workforce Investment Act Training Courses

Background: Presented for the Board's review and consideration is a Community College Training Program contract between Riverside Community College District and the Riverside County Economic Development Agency (EDA) on behalf of Riverside County Workforce Development Board (WDB). The program will provide employment training to Workforce Investment Act (WIA) eligible participants. Funding is made available through the American Recovery and Reinvestment Act (ARRA) of 2009 and will allow participants to attend one of nine training courses held throughout the District. Training courses will include topics such as Employability Skills, Water Distribution Certification, Print Reading for Industry, Photovoltaic (PV) Installer, Emergency Medical Technician (EMT), Human Services Case Manager, English for the Workplace, Weatherization, and Welding Certification. The agreement will provide these services for a total of 870 WIA eligible participants. The purpose is to provide participants with marketable work skills to assist the County's recovery efforts. Total payment under this agreement shall not exceed \$2,393,800.00, for the period July 1, 2009 through June 30, 2011. Funding source: Riverside County Economic Development Agency.

Recommended Action: It is recommended that the Board of Trustees ratify the contract with the Riverside County Economic Development Agency, to provide employment training for the time frame of July 1, 2009 through June 30, 2011, in the amount of \$2,393,800.00, and authorize James Buysse, Vice Chancellor, Administration and Finance, to sign the contract.

Gregory Gray
Chancellor

Prepared by: Jan Muto
President, Riverside City College

Shelagh Camak
Executive Dean, Workforce Development and Student Success

Michael Wright
Director, Workforce Preparation Grants and Contracts



WIA/ARRA TITLE I
WIA/ARRA COMMUNITY COLLEGE CLASS SIZE
TRAINING
PROGRAM YEARS 2009/2011

Catalog of Federal Domestic Assistance (CFDA) # 17.258 and 17.260
Department of Labor - Employment and Training Administration
State of California - Employment Development Department
WIA/ARRA Adult and Dislocated Worker Activities

Contractor:	Riverside Community College District
Agreement Amount:	\$2,393,800
WIA/ARRA Agreement Type:	Cost Reimbursement
WIA/ARRA Agreement Number:	2009/2011-179-201-501

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RECITALS PAGE

This Agreement is made and entered into by and between the County of Riverside Economic Development Agency (EDA), hereinafter referred to as the "County," and the Riverside Community College District, hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County has entered into a grant agreement with the State of California pursuant to the Workforce Investment Act of 1998 (WIA), and the American Recovery and Reinvestment Act of 2009 (ARRA); and

WHEREAS, EDA and the Riverside County Workforce Investment Board (WIB) cooperate with private organizations, labor organizations, other agencies of the County, Community-Based Organizations (CBO's) and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project, which is the subject of this Agreement, has been established by the County as one of the above-described programs and has been approved by the WIB and the Riverside County Board of Supervisors, and

WHEREAS, the EDA and the WIB are committed to increasing the availability of training to workforce system customers by contracting with institutions of higher education, such as community colleges or other eligible training providers to provide training in high-demand occupations,

NOW, THEREFORE, the County and the Contractor, agree as follows:

Article I. TERMS AND CONDITIONS

Section 1.01 Term of Agreement

The term of this Agreement shall commence on July 1, 2009, and end on June 30, 2011. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed.

Section 1.02 Service of Notices

Formal notices, correspondence and communications to be given hereunder by either party shall be made in writing and shall be deemed communicated as of the date of postmark. The representatives of the respective parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

If to County:

Economic Development Agency (EDA)
1151 Spruce Street
Riverside, California 92507
Attention: Felicia Flournoy,
Director of Workforce Development
(951)955-3100 Office
(951)955-3131 Fax

If to Contractor:

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506
Attention: James L. Buisse
Vice Chancellor of Administration and Finance
(951) 222-8600 Office
(951) 222-8544 Fax

If the name of the person designated to receive the notices, correspondence or communications, or the address of such person is changed, written notice shall be given within five working days of said change.

Article II. SCOPE OF WORK (SOW)

Section 2.01 Description of Services to be Provided

Contractor's commitment and County's concurrence of how the elements relating to the provision of WIA/ARRA Services are to be implemented and administered is included as part of this Agreement as EXHIBIT 1,

Article III. COMPENSATION

Section 3.01 Contractor's Compensation

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$2,393,800, for complete and satisfactory performance of the terms of this Agreement for the period of November 1, 2009, through June 30, 2011, and subject to the provisions outlined in this Agreement and all exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(b) Reimbursement for Mileage and Traveling Expenses

The Contractor may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to the Contractor's standard policy for mileage and traveling expense unless the County's policy is more stringent and will result in cost savings under this Agreement. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County.

(c) Budget Modifications

Line item adjustments exceeding 20% increase requires the County's written prior approval. The Contractor must submit a written request along with a budget modification plan that details how the budget change will enhance the service delivery or improve performance outcomes of the program. Additionally, the Contractor must submit a revised budget, that indicates the amount of the adjustment, and to what budget line item(s) the amount should be taken from and allocated to. The County may approve or deny the modification based on the how the budget modification will impact the program.

(d) Invoicing and Documentation

The Contractor shall invoice the County on or before the tenth calendar day of each month, for all contract costs incurred during the previous month. If the tenth day of the month falls on a weekend then the invoice is due the Friday before the tenth. Contractor shall attach required documentation, as outlined in Exhibit 1 of this Agreement.

Contractor shall maintain all documentation for claimed expenditures and shall make such documentation available to any monitoring entities. Contractor understands that this requirement is a condition for reimbursement. Payment shall be made within 45 days from the receipt of a completed invoice, and any documentation, or as requested by the County.

(e) Program Income and Interest Income

The Contractor shall use the addition method described at 29 CFR 95.24 (non-government grantees) or 29 CFR 97.25(g) (2) (governmental grantees) to track all program or interest income generated under this Agreement. The cost of generating program income will be subtracted from the amount earned to establish the net amount of program income available for use under this Agreement. Contractors shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended.

Federal regulations (CFR 29 97.21(i) require the Contractor remit to the federal funding agency (County) an interest earned on advanced funds except that Contractor may retain up to \$100 annually for administrative expense. The County requires that these amounts be remitted monthly in order to comply with Federal requirements. Contractors must have adequate cash management policies and systems that will insure proper accounting of such interest income per this Agreement.

(f) Notice of Questioned and Disallowed Costs

When a Monitoring or Financial Audit determines that the Contractor has received/earned funds which are questioned under the criteria set forth in the Agreement, the Contractor shall be notified and given 60 days to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Economic Development Agency Policy and Procedures on Audit Resolution, a copy can be downloaded at www.rivcojobs.com.

Article IV. REPORTING AND FILE RECORDS

Section 4.01 Reporting Requirements

- (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping and accounting procedure requirements of WIA/ARRA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. The Contractor shall notify the County in writing of any actions to stop the receipt of or transfer of funds provided under this Agreement.

“The Contractor is required to comply with the reporting requirement in Section 1512 of the American Recovery and Reinvestment Act of the 2009 (ARRA). Any subrecipient of the Workforce Investment Act (WIA) ARRA funds must begin reporting with the quarter ending September 2009, if the Agreement is in place...” (Employment Development

Department Directive # WSDD-26). The County is requiring contractors to submit the 1512 report on a monthly basis to be included in the Universal Invoice submission.

The County has created a 1512 Form that will capture all ARRA newly created and funded full-time equivalent positions as result of this Agreement. The information captured on this report will be reported to the Employment Development Department, Workforce Services Branch.

- (b) Final Invoice - Within 45 calendar days following the termination of this Agreement, the Contractor shall report and submit to the County (on forms provided by the County) all final claims for funds under this Agreement. In the event the Contractor does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Contractor shall return all unearned and excess payments paid to the Contractor to the County within 30 calendar days following the receipt of the formal written request.
- (c) Contract Closeout - All subrecipients will submit a closeout package within 45 days of the contract termination whether or not any line item within the contract is fully spent and that term has ended. All subrecipients will submit the property inventory log and any reimbursements due to EDA with the Closeout Package. Closeout documents will be provided by EDA staff and are to be completed and mailed to:

Attention: Planning Unit
Workforce Development Centers of Riverside County
1151 Spruce Street
Riverside, CA 92507

Section 4.02 Maintenance of Records and Participant Files

- (a) Participant Records in their original form shall be provided at the request of the County during any monitoring or audit
- (b) Contractor files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of at least four years after termination of this Agreement and until any other pending matters are completed.
- (c) The County, State of California, and the U.S. Department of Labor shall be given access to and rights to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

Section 4.03 Confidential Information

The Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper handling of individually identifiable records. All state and county information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.

Contractor must secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified. NOTE: The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image will be used.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees or collaborative partners, only on a "need-to-know" basis. Contractor shall provide written instruction to all employees, staff and collaborative partners, regarding these requirements.

The full execution of this Agreement by the authorized person(s) constitutes each party's commitment to uphold these confidentiality requirements.

Article V. DUTIES AND RIGHTS OF CONTRACTOR

Section 5.01 Independent Contractor

The parties agree that the performance of the Contractor's services hereunder shall be in the capacity of an independent Contractor, and that no employees of the Contractor are, or shall be, employees of the County by virtue of this Agreement.

Section 5.02 Assurances and Certifications

The Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted. Information on these rules and regulations may be obtained from the website resource listed on EXHIBIT 3.

Section 5.03 Purchase of Fixed Assets, Equipment or Property

Purchase of Fixed Assets, equipment, or property using funds provided by cost-reimbursement agreements requires prior approval of the County. Any property, equipment or assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from cost-reimbursement agreements shall be limited to use under this Agreement, and shall remain the property of the County. In the event of Agreement termination, all property and equipment (finished or unfinished), or unused supplies purchased by the Contractor under this Agreement shall be immediately returned to the County or disposed of in accordance with County policy (Number 16-02, Property Management: Acquisition, Receipt, Inventory, Storage and Disposition Policy) and/or direction from the County.

Section 5.04 Sub-contracts, Sub-agreements and Memorandums of Understanding

Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed Sub-contracts/sub-agreements/Memorandums of Understanding (MOU) must be forwarded to the County within ten working days after their execution. Additionally, the Contractor

acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. NOTE: If any modifications or updates are made to the original Sub-contract, sub-agreement or MOU, the Contractor is also required to submit copies of the updated versions to the County within 5 working days following execution. No payments will be made to any subcontractor without an executed contract/sub-agreement/MOU.

Section 5.05 WIA/ARRA Fund Restrictions

The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under this WIA/ARRA program. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the Contractor's office and made available during normal business hours at all times for audit and monitoring purposes.

Section 5.06 Fraud and Abuse

The Contractor shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Contractor shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA/ARRA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.

If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Planning and Operations Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.

Complaints of a non-criminal nature are handled under the procedures set forth in §667.505 of Part 667, Subpart F of the Final Rule for the WIA/ARRA.

Section 5.07 Failure to Perform

- a) The Contractor assumes full responsibility for performance of this Agreement and Sub-agreements executed pursuant to or funded by this Agreement, and hereby agree to indemnify the County for failure, non-performance or default of any of its Sub-Contractors. Further, the Contractor assumes full liability and agrees to reimburse the County for the Contractor or any of the Sub-Contractors non-compliance with any term, prohibition or condition of the regulations governing this Agreement. The Contractor also agrees the County or its designated agent has full recourse to the Contractor for the failure to perform all or any part of this agreement.
- b) To insure the effective use of WIA/ARRA funds, the Contractor's expenditures and performance pursuant to Exhibits 1 and 2, will be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Based on the monthly expenditures, the County shall determine if at least 60% of the Agreement amount will be spent by December 31, 2010. In the event that the Contractor will not meet this expenditure requirement, the County reserves the right to rescind an amount up to the balance of the unexpended funds.

Article VI. DUTIES AND POWERS OF THE COUNTY

Section 6.01 Performance Monitoring

To ensure compliance with the provisions of WIA/ARRA Sections 117(d) (4), including the regulations under Sections 183 and 184 (a) (4), there will be at least one program and one fiscal monitoring conducted by the County annually. This review will determine if performance standards are being met.

Compliance monitoring determines compliance with this Agreement, which ensures that the program is in compliance with laws and regulations governing the use of WIA/ARRA funds. Financial monitoring is a component of compliance monitoring and will be conducted to analyze, evaluate, and determine compliance with government financial systems, expenditure rate and cost guidelines.

Remedies for Contractor's non-response may include any action up to and including termination as described in Articles VII and VIII of this Agreement. The monitoring process will follow those outlined in the EDA's Program Monitoring Policy as referenced in Exhibit 3.

Section 6.02 Availability of Funds

Funding of this Agreement is subject to continuing availability of WIA/ARRA funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Payments under this Agreement may be withheld, suspended or terminated if WIA/ARRA funds to the County are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. Both parties understand that the County makes no commitment to fund this project beyond the term of this Agreement.

Section 6.03 Withholding/Remittance of Funds

- (a) The County has the authority to withhold funds under this Agreement, pending a final determination by the County, of questioned earnings and/or expenditures or indebtedness of the County arising from past or present agreements between the County and the Contractor.
- (b) At the expiration of this Agreement or upon termination prior to the expiration, funds not expended for the purpose of this Agreement shall be immediately remitted to the County in accordance with the County close-out procedures referenced in Article IV, Section 4.01(c).

Section 6.04 Federal Debt Collection

When a debt is established as a result of an audit, a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Such repayment will be from non-federal sources.

Article VII. TERMINATION AND OTHER REMEDIES

Section 7.01 Termination for Cause with Cure Period

In the event of a material Agreement breach, by either party, the other party may terminate this Agreement by giving the breaching party at least 30 days prior written notice setting forth the actions necessary to cure the breach. Termination for a material breach shall be effective on the date specified in the notice, except that if the breaching party cures the breach to the reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching party.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the Contractor, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds from the County.

Section 7.02 Request for Waivers and Waiver of Breach

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the County.

No waiver by the County or breach of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach of the same provision.

Section 7.03 Termination without Cause

The parties hereby agree that, at any time during the term of this Agreement, either party may terminate this Agreement, by giving the other party at least 45 calendar days written notice prior to the effective date of such termination.

Section 7.04 Obligations upon Termination

- (a) All property purchased, documents, data, studies, reports and records prepared by the Contractor under this Agreement, and any property transferred from previous programs, shall be disposed of according to County directives.
- (b) Upon completion of documentation on termination of this Agreement, the County shall determine the total amount of funds earned by the Contractor in the satisfactory performance of this Agreement.
- (c) In the event the Contractor ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Contractor's expense.
- (d) At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to Contractor but not used for the purposes of this Agreement shall revert to the County. Within 30 days following expiration or termination, Contractor is obligated to provide an accounting for the period of time that Contractor

was providing services up to and including expiration date. County shall calculate funds due and submit a request to Contractor for repayment. Repayment is required to be paid within 30 days of request.

Section 7.05 Business Interruption

In the event that a substantial portion of Contractor's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond Contractor's control, Contractor's obligations under this Agreement shall be suspended for the duration of the interruption.

If a substantial portion of the services, which Contractor has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten days prior written notice to Contractor. Section 7.04, Obligations upon Termination, of this Agreement shall apply under these circumstances.

Section 7.06 Other Remedies Reserved by the County

(a) Notice to Correct Performance and Notice of Probation

- 1) The County may place the Contractor on probation with notice to correct for failure to fully comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- 2) Said notice shall set forth the period of probation, the reason for the notice and the specific conditions of non-compliance.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth a corrective action plan that describes actions that will be undertaken in resolving the reasons for probation. Such plans are subject to County approval. Progress reports will be submitted to the County every 30 calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

- 1) The County may determine that suspension of all or part of the project operations of Contractor for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Contractor agrees to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.
- 2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports will be submitted to County every 30 calendar days thereafter until the reasons for suspension are resolved.

Article VIII. DISPUTE RESOLUTION

Section 8.01 Dispute Resolution

Controversies or disputes between Contractor and County shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the parties.

Section 8.02 Arbitration

Contractor and County agree that in the event of any controversy or dispute against County arising under this Agreement, whether involving a claim in tort, contract, or otherwise and including disputes which are not adequately resolved by the County's dispute and appeals process, said claims shall be submitted to non-binding arbitration. If the matter under dispute is one that is subject to review under any County dispute resolution procedures, arbitration may not be initiated until completion of such procedures. All such claims, controversies and disputes shall be submitted to non-binding arbitration in accordance with application rules of the American Arbitration Association. Said arbitration shall take place in Riverside, California.

Section 8.03 Dispute Resolution Costs

Each party shall be responsible for its own legal fees and other expenses incident to the preparation of its case. However, County and Contractor are prohibited from using any WIA/ARRA funds for the purpose of instituting legal proceedings or legal disputes against the other party, the state, DOL or any other entity who has received funding under the Act.

Article IX. GENERAL PROVISIONS

Section 9.01 Amendment to Agreement

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either party may request an amendment or modification to this Agreement. Amendments must be in writing and properly executed by both parties. The County may not honor Agreement modifications if such request represents expenses or obligations incurred prior to the Contractor receiving written approval of the modification and/or funding from the County.

Section 9.02 Auditing and Monitoring

The U.S. Inspector General, the Secretary of Labor, the State of California and the County reserve the right to conduct a compliance audit or monitoring of the Contractor's program at any time during normal business hours. If deficiencies are found and the Contractor fails to correct reported deficiencies the County shall retain the option to exercise any remedies as outlined in Article VIII of this Agreement.

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA/ARRA and regulations.

- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA/ARRA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA/ARRA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.
- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA/ARRA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA/ARRA program for a period of four years after termination of this Agreement. If, at the end of four years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.
- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

The commercial Contractor who receives WIA/ARRA funds and expends more than the minimum level (\$500,000) specified in OMB Circular A-133 in federal funds must have either an organization-wide audit conducted in accordance with Section 184 of the WIA/ARRA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

Any audits with findings will require submission of finding resolution.

Further, the Contractor acknowledges that County may not contract with any organization that is not in compliance with these requirements, and/or the County may withhold payment to the Contractor if the Contractor fails to comply with the request.

Section 9.03 Compliance with Laws and Regulations

The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

The Contractor will ensure diligence in managing the program under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIA/ARRA.

A partial list of applicable laws and regulations are found in Exhibit 4 of this Agreement.

Section 9.04 Equal Employment Opportunities (EEO) and Non-discrimination

The Contractor assures that it has an EEO policy that complies with the non-discrimination and equal opportunity provisions of WIA/ARRA section 188 and its implementing regulations. That Contractor assures that its EEO policy covers staff and participants served under this Agreement and that it does not discriminate, on the basis of race, color, religion, national origin, physical/mental handicap, sex, political affiliations or beliefs and ages, in the selection of participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Contractor will take action to ensure that applicants, participants or employees are treated during training/employment without regard to their race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this non-discrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

Section 9.05 Grievance and Complaint System

The Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA/ARRA, federal regulations and state statutes, regulations and policy.

Section 9.06 Indemnification

Indemnification by Contractor. Contractor shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Contractor, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on County, by the provisions of California Government Code Section 895.2 or other applicable law; and Contractor shall defend at its expense, including attorney fees, County, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

Indemnification by County. County, shall indemnify and hold Contractor, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on Contractor by the provisions of California Government Code Section 895.2 or other applicable law; and County, shall defend at its expense, including attorney fees, Contractor, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claims without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Contractor from indemnifying County to the fullest allowed by law.

Section 9.07 Insurance Requirements

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, evidence for coverage listed below, within ten days following execution of this Agreement.

(1) Worker's Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

(2) Commercial General Liability:

a) Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability

NOTE: Vehicle Liability- If Contractor uses vehicles in the performance of this agreement and does not transport participants paragraph 3a applies. If Contractor uses hired or chartered transportation and transports participants, then 3b and 3c applies.

- a) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- b) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.
- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Investment Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials or representatives as Additional Insureds.

(4) General Insurance Provisions-all lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California shall have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the

County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

- (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original standard ACCORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material change, cancellation or expiration of such insurance. In the event of a material change, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original standard ACCORD form Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
 - (2) Contractor shall not commence operations until the County of Riverside has been furnished original standard Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- c) The COUNTY'S Reserved Rights. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.
- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, insurance and the County's insurance and/or

deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.

- e) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - g) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- (5) Self Insured - The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

Section 9.08 Inventions, Patents and Copyrights

If any project produces patentable items, patent rights, processes or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the County. The County shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the County and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:

Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the County which developed the work are free to copyright material or to permit others to do so. The County and the Workforce Investment Board shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use and to authorize others to use all copyrighted material.

If any material developed in the course of or under a DOL Grant or Agreement and Sub-agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.

Section 9.09 Labor Standards

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- (b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the participant.

- (c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities, which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such participants.
- (d) No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

A participant in a program or activity authorized under Title I of WIA/ARRA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (h) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically warrant and represent, that no more than one final inapplicable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Relations Board.

Section 9.10 Non-duplication of Service

Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

Section 9.11 Payment of Benefits (where applicable)

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under

the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA/ARRA sec. 129(c) 92) (D).)
- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

Section 9.12 Permits and Licenses

The Contractor shall obtain and pay for all permits and licenses necessary to the performance of this Agreement. The County is not permitted to waive any fees for services except as otherwise required by law.

Section 9.13 Purchase, Inventory, and Disposal of Equipment

Contractor shall comply with WIA/ARRA Final Rule, Title 20 CFR Section 667.200, which provides guidance and direction on the purchase and disposal of equipment purchased through this Agreement, as well as referral to Title 29 CFR Part 95 for institution of higher education, hospitals and other non-profit and commercial organizations, and to Title 29 CFR Part 97 for states and local governments. The Contractor must receive approval from the State via the County prior to charging the WIA/ARRA funds account for purchases with a unit cost of \$5,000 or more. Purchases made by the Contractor prior to obtaining approval from the County may be disallowed. All items or equipment purchased through this Agreement, having a useful life of more than one year with a unit acquisition cost of \$5,000 or more shall remain property of the County. Property that is purchased by the Contractor with funds from this Agreement or from the County in the performance of this Agreement, even when the property is purchased in whole or in part by federally supplied funds (absent a federal requirement for transfer of title) shall remain the property of the County. The Contractor shall maintain a list of all items and equipment purchased or acquired with funds through this Agreement. The list shall include date of acquisition, the exact dollar amount or purchase price of the item, a full description of the item, its physical location within the agency, the quantity of items acquired, unit cost, and the percentage charged to the contract. The Contractor shall maintain an equipment tracking system to account for and track equipment purchased through this Agreement.

NOTE: All items or equipment approved and purchased through this Agreement shall be allowable, necessary, and reasonable. Equipment purchased by the Contractor and not utilized or implemented into the provision of services may be subject to disallowed cost by the Contractor.

Section 9.14 Prohibition of Activities

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (b) None of the funds, materials, property, services and participants shall be used for, or employed on, the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

- (c) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (d) The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (e) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity training program
- (f) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under the WIA/ARRA. Nor shall any funds from this agreement be used for foreign travel.
- (g) No funds under the Act may be used for Public Service Employment (PSE), except to provide disaster relief employment.
- (h) Non-discrimination
 - 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIA/ARRA sec. 188 and its implementing regulations.
 - 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or retaliate against any person, or deny to any person, a benefit to which that person is entitled under the provisions of Federal WIA/ARRA because such person has filed any complaint, instituted or caused to be instituted any proceeding under or related to WIA/ARRA participation, has testified, or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

Section 9.15 Press Releases/Published Announcements

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Contractor shall use County language in all written material and shall use this language in any audio or video production. The Contractor will obtain approval from the County prior to publication or production.

Section 9.16 Assignment

The Contractor shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of the County.

Section 9.17 Standards of Conduct

- (a) The Contractor hereby assures that every reasonable course of action will be taken in administering this Agreement, to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA/ARRA, Section 188.
- (b) The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.
- (c) The Contractor shall insure that any of its employees who were formerly employed by the Economic Development Agency (EDA) in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement, for a period of not less than two years following the termination of such employment.
- (d) The Contractor shall insure that no relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.
- (e) The Contractor and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Contractor will receive any favorable treatment for employment with the Contractor or enrollment into the program funded by this Agreement.

The Contractor may not hire a person in an administrative capacity, staff position or work experience training position with funds provided by this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Contractor.

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
 - 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
 - 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
 - 3) Such person would have a "Financial or Other Interest" in the sub-contract.
- 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by

- a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA/ARRA funds will be used solely for purposes allowed under this Agreement.
- 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
 - 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed sub-contractor and its officers, directors or employees.
 - 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

Section 9.18 Integration of Entire Agreement

This Agreement and those documents incorporated herein by reference or attachment are the entire agreement of the parties and supersede all negotiations, verbal or otherwise and any other agreements which are hereby rescinded. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture or association between the County and the Contractor. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

Section 9.18a Filing Legal Action

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California and only upon completion of arbitration proceedings.

Section 9.19 Signatures

AGREEMENT # 2009/2011-179-201-501

County: Riverside County Economic
Development Agency

By:

Date:

Print Name: Felicia Flournoy

Print Title: Director of Workforce
Development

Contractor: Riverside Community
College District

By:

Date:

Print Name: James L. Buysse

Print Title: Vice Chancellor of
Administration and Finance

County Counsel Approval

Exhibit 1 Scope of Work

Maximum and Minimum Enrollments

In order to provide the appropriate level of adult learner skills development the Contractor has determined minimum and maximum enrollment levels for all courses.

- PRINT READING TRAINING PROGRAM (12 Minimum/20 Maximum)
- WATER DISTRIBUTION CERTIFICATE PREPARATION, D-1 (15 Minimum/20 Maximum)
- EMPLOYABILITY SKILLS (12 Minimum/20 Maximum)
- WELDING CERTIFICATION PREPARATION (10 Minimum/15 Maximum)
- EMERGENCY MEDICAL TECHNICIAN TRAINING (25 Minimum/40 Maximum)
- HUMAN SERVICE CASE MANAGER TRAINING (25 Minimum/40 Maximum)
- WEATHERIZATION TECHNICIAN (10 Minimum/20 Maximum)
- PHOTOVOLTAIC INSTALLER/TECHNICIAN (10 Minimum/20 Maximum)
- ENGLISH FOR THE WORKPLACE (12 Minimum/20 Maximum)

The maximum enrollment numbers are designed to ensure participant success in each of the courses and should not exceed the class size maximum determined by the Contractor. Should scheduled enrollment levels for courses drop below 50% of the Contractors maximum enrollment, Contractor will notify the County to determine if the course start should be rescheduled to insure adequate numbers are enrolled. The Contractor understands that County will determine the minimum enrollment for each co-hort.

Recruitment and Referral Process

Recruitment of participants will be conducted by the County. In the event the Contractor has an interested participant, they may be referred to the local Workforce Development Center for eligibility and suitability.

The County will provide the following:

1. The County Career Counseling Team will refer potential participants to the County Training Team for consideration into a training program.
2. The County Training Team will assess customer for appropriateness into the training program and will review the necessary prerequisites for the training desired.
3. The County Training Team will complete all necessary paperwork and data enter customer name on a developed class roster developed by the County.
4. The County single point of contact staff will monitor class size to ensure minimum class size is being fulfilled. The County single point of contact will notify the Contractor if classes are near minimums or maximums have been reached.
5. The County will send a class roster of participants scheduled to begin training program. No class may start until the County approves the commencement date of the training program.

6. The County single point of contact will provide the Contract single point of contact with access to the County case management system so that the Contractor enters daily attendance data into the system.

In-Take and Assessments

The County will determine ARRA/WIA eligibility of the applicants who meet the minimum requirements for services in the program, and provide initial assessments using Prove It!

Curriculum Design

The Contractor has designed curriculum based on industry criteria, as provided by industry experts and their affiliates. The Contractor will provide course materials/handouts, additional assessments, when necessary, to insure participant success in the program.

Certificates of Completion

The Contractor will issue certificates of completion to participants upon successful completion of each course.

Contractor will:

- The Contractor will provide Subject Matter Experts who are deemed qualified and meet the requirements to lead specific course content.
- The Contractor will make every attempt to develop a mutually agreed upon training schedule to deliver timely, efficient and effective training.
- The Contractor will be responsible to coordinate the training site locations.
- The Contractor will use the Universal WIA invoice form and 1512 reporting form; the 1512 form will capture newly created ARRA positions for the intended project. Both forms will be provided by the County, and will need to be submitted monthly.
- The Contractor will provide a roster of enrollments for each class identifying participant to confirm attendance and completion for each course and as documentation for invoicing purposes. Contractor will use the Universal WIA invoice forms provided by the County.
- Contractor with negotiated and approved Working Capital Advance must justify the amount and provide documentation upon request by County staff for verification of anticipated cost. Contractor will complete the County's Cash Advance Worksheet to identify specific costs associated with program start-up.
- Advances will be approved in accordance with the County's Policy and Procedure for Cash Advances and Working Capital Advances, Number 16-03.

County will:

- County will provide information regarding the training options available through the Contractor to Workforce Development Centers (WDC) customers.

- County will determine ARRA/WIA eligibility and suitability for training programs via the current customer service process of the Workforce Development Centers (WDC's).
- County will make every effort to provide the Contractor with at a minimum a two-week notification to modify training dates due to low enrollments.
- County will verify ARRA/WIA training enrollments via the County's Management Information System and compare with the participant training rosters submitted with each Contractor invoice.

Training Courses to be offered by the Contractor:

- PRINT READING TRAINING PROGRAM
- WATER DISTRIBUTION CERTIFICATE PREPARATION, D-1
- EMPLOYABILITY SKILLS
- WELDING CERTIFICATION PREPARATION
- EMERGENCY MEDICAL TECHNICIAN TRAINING
- HUMAN SERVICE CASE MANAGER TRAINING
- WEATHERIZATION TECHNICIAN
- PHOTOVOLTAIC INSTALLER/TECHNICIAN
- ENGLISH FOR THE WORKPLACE

RIVERSIDE CAMPUS

Print Reading Training Program - 40 hours

Riverside Community College District – Riverside Campus presents this training proposal for a 40-hour print reading program to prepare unemployed residents identified by EDA for technical/industrial jobs related to renewable energy, electrical, HVAC and manufacturing industries.

Upon completing this training participants will have acquired the necessary skills to read industrial prints, schematic diagrams, understand industry standard symbols and diagrammatic representations of assembly and building plans. Participants will also be trained in the use of basic measurement tools and review the mathematics calculations necessary to perform effectively in these industry settings.

The typical program is 40-hours and can be customized and tailored to a specific industry. The training includes the study and analysis of industry prints.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICLUM

- Drafting and Print Reading Procedures
- Prints: The Language of Industry
- Reading a Steel Rule
- Applied Mathematics

- Measurement Tools
- The Alphabet of Lines
- Basic Technical Sketching and Dimensioning Fundamentals
- Geometric Construction
- Multi-view Drawings
- Auxiliary Views
- Section Views
- Threads and Fasteners
- Fundamentals of Size Description
- Dimensioning
- Tolerancing
- Machining Specifications and Surface Quality
- Geometric Dimensioning and Tolerancing Introduction
- Industrial Drawing Types
- Detail Drawings
- Assembly Drawings
- Pictorial Drawings
- Drafting Annotations and Management
- The Title Block
- List of Materials
- Drawing Notes
- Drawing Revision Systems
- Specialized Parts and Prints
- Cam Prints & Diagrams
- Gears, Splines, and Serrations
- Reading Numerical Control Documents Introduction
- Plastic Parts
- Precision Sheet Metal
- Welding Prints
- Instrumentation and Control Drawings

TEXTBOOK: Print Reading For Industry by Walter C. Brown/Ryan K. Brown

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

Water Distribution Certificate Preparation, D-1 – 60 hours

Riverside Community College District – Riverside Campus presents this training proposal for a program to prepare participants to sit for the D-1 Water Distribution Certificate exam. It is a 60-hour course that includes applied math for water distribution and the theory and practice of water distribution processes used by municipal and regional water districts in Southern California. There is a growing need for candidates to fill these positions as the distribution and treatment of water resources is growing with the retirement of older employees and regional turnover.

MINIMUM READING LEVEL: 11th Grade

MINIMUM MATH LEVEL: 8th Grade

SYLLABUS/CURRICULUM

- Applied Mathematics
- Coagulation, Flocculation, and Sedimentation Basics
- Disinfection Basics
- Filtration Basics
- Fundamentals of Chemistry for Water Professionals
- Hydraulics
- Distribution Service to Customers
- Distribution System Materials and Equipment
- Water Main Installation
- Water System Mechanical Equipment

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 15. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

Employability Skills 20 hours

Riverside Community College District – Riverside Campus presents this training proposal for a 20-hour program to prepare participants to seek employment with a greater chance of success by honing interrelated critical thinking, communication and computer skills. These are skills which employers have indicated workers must master in order for businesses to increase their competitiveness and fully realize the potential of their employees. Dressing for success, interview-taking and internet researching techniques for employment will be part of this course.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICULUM

Course Objectives:

- Improving listening and Interpersonal Skills
- Understanding diversity in the Workplace
- Critical thinking, decision making, problem solving, and collaboration skills practice.
- Creativity and technology and introduces future skills workers will need, like emotional intelligence.

Course Description:

Employers from high-growth sectors throughout California and across the nation have identified interrelated skills which workers must master for businesses to increase their competitiveness

and fully realize the potential of their employees. This proposed program offers a wide range of interrelated soft and technical skills identified by employers as critical to work success.

Participant Learning Outcomes

By the end of this course, participants will be able to:

- Explain the importance of effective listening in the work environment
- Identify barriers to effective listening and strategies for overcoming them
- Understand your personal listening style and approach
- Describe the five primary listening styles and recognize the listening style of others
- Demonstrate the use and understanding of non-verbal language in the listening context
- Define culture and multiculturalism
- Identify non-cultural workplace differences and their impact on the job
- Define diversity and discuss workplace diversity issues
- Identify differences between diversity management and mandated affirmative action programs and equal employment outcomes
- Use the conflict resolution process/model
- Demonstrate basic knowledge of computer-based technology that helps you get your work done
- Identify methods to minimize work-related injuries and damage to workplace equipment
- Demonstrate basic interpersonal communication skills related to building business relationships
- Define the terms and steps involved with critical thinking and problem solving
- Recognize the link among actions, appearances, and attitudes
- Interview-taking techniques, resume writing and internet researching of employment opportunities.
- Complete an action plan to improve employability skills

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

March Education Center, 14745 Riverside Drive, Riverside, CA 92518. Schedule to be determined.

Welding Certification Preparation Course - 80 hours

Riverside Community College District – Riverside Campus presents this proposal for a training program to prepare unemployed residents identified by EDA for Welding Certification in Steel.

In this proposal, it is the college's intention to ensure that the participants acquire the necessary skills to weld to industry standards and sit for the AWS welding certification. The proposal includes an 80 hour course in Welding Principles.

Participant welding tool kit included:

1. self-darkening welding hood – Miller
2. welding gloves
3. electro holder w/cable (optional \$30/holder; \$20/cable)
4. 2 types chipping hammers
5. wire brush
6. tinted Safety glasses

7. 4.5" mini-grinder, 2 grinding wheels: 1/8" & 1/4"; wire wheel
8. welding jacket (cotton/leather sleeves)
9. ear plugs
10. cotton welding hat

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICLUM

Course objectives:

Participants will acquire the skills to weld safely using the correct tools, safety clothing and safety procedures. They will learn to weld to industry standards and sit for the American Welding Society (AWS) D1.1 certification exam for a structural welder using steel. This course is designed as a fast-track, professional welder training course that will include basic oxyacetylene and arc welding techniques and over 60 hours of actual welding time per student.

Training Session # 1:

Oxy-fuel (oxyacetylene) welding, brazing and cutting techniques will be practiced, with the emphasis on cutting. Arc welding techniques introduced.

Participants will:

- master using an oxyacetylene cutting torch,
- cut and prepare material to begin basic arc welding
- begin basic arc welding training with the SMAW (Shielded Metal Arc Welding) process.
- run a series of weld beads, forming a pad weld in the flat position on 3/8 in. steel plate using a 6010 welding covered electrode.

Training Session # 2 & 3:

Arc welding techniques.

Participants will:

- master fillet welds on a T joint in the horizontal, overhead and vertical upwards position.

Training Session # 4:

Arc welding techniques.

Participants will:

- practice pad welds, fillet welds, review and improve skills
- be introduced and practice advanced arc welding, running weld beads forming a pad weld, using a 7018 covered electrode in the flat position.

Training Sessions # 5 & 6:

Arc welding techniques.

Participants will:

- practice advanced arc welding, fillet welds, review and improve skills
- run fillet welds on a T joint of 3/8 in. plate, in the horizontal, overhead and vertical upwards position.

Participants at this point can weld in all positions using 6010 and 7018 welding rods.

Training Session # 7:
Arc welding techniques.

Participants will:

- Cut and prepare 3/8" steel plate to make a groove weld in a butt joint with a backing bar (the actual joint necessary to pass the certification welding test for the AWS D1.1 Structural Welding Code / Steel for limited thickness plate (max thickness qualified: 3/4 in. plate).
- fit, tack and weld this joint in the vertical position using an upwards weld progression.

Training Session # 8:
Arc welding techniques.

Participants will:

- cut and prepare 3/8" steel plate to make a groove weld in a butt joint with a backing bar.
- fit, tack and weld this joint in the vertical position using an upwards weld progression.
- complete the vertical joint, and fit, tack and weld out a similar joint, in the overhead position.

At this point individual has made one actual practice test in each of the two necessary positions to become certified in limited thickness plate.

Training Session # 9:
Arc welding techniques.

Participants will:

- cut and prepare material, either 3/8 in. or in a 1 in. thick plate to weld a butt joint in the vertical position to prepare for a AWS D1.1 unlimited thickness qualification.

Training Session # 10:
Arc welding techniques.

Participants will:

- weld vertical and the overhead butt joints as previously done, in a 3/8 in. or in a 1 in. thick plate.

At this point, participants have made two actual practice tests in each of the two necessary positions, to become certified in all positions.

Training Session # 11:
Arc welding techniques.

Participants will:

- cutting and preparing material to weld a butt joint as previously done, in a 3/8 in. or in a 1 in. thick plate.

Training Session # 12:
Arc welding techniques.

Participants will:

- weld out vertical and the overhead butt joints, as previously done, in a 3/8 in. or in a 1 in. thick plate.

At this point, participants will have completed the 80 hours of training; have completed a total of six actual practice tests in each of the two necessary positions, to become certified in all positions.

They will have also learned to inspect their own welds to determine if the welds meet the acceptance criteria of the AWS D1.1 Structural Welding Code for Steel.

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 15.

LOCATION AND CLASS SESSIONS

RCCD Welding Lab 4800 Magnolia Avenue, Riverside, CA. Class sessions to be conducted based on participant demand, on Fridays and Saturdays, 6.5 hours per session.

MORENO VALLEY CAMPUS

Emergency Medical Technician Training Course - 192 hours

Riverside Community College District – Moreno Valley Campus presents this proposal for Emergency Medical Technician. This training will prepare the candidate to sit for the California State EMT certification examination. Successful candidates will qualify for employment at fire departments statewide, hospitals, and private emergency service agencies. It prepares candidates, under physician supervision, to recognize, assess and manage medical emergencies in pre-hospital settings and to supervise ambulance personnel. This high demand occupation training comprises a 1-year program with 96 hours of lecture classes and 385 hours of clinical practice/lab. Optimum lab class size is 10 students. Therefore the cohort of 40 students will be split into four lab sections and that is why the lab hours are 385.

Full Dress Uniform, Brady EMT Complete Textbook, EMT National Registry Review, EMT Manual (blue binder), Stethoscope, Pen Light and Blood Pressure Cuff will be provided to students.

MINIMUM READING LEVEL: any remediation necessary to completing the class successfully is done within the EMT program

MINIMUM MATH LEVEL: any remediation necessary to completing the class successfully is done within the EMT program

ADDITIONAL PRE-REQUISITE:

1. Student must be 18 years of age or older
2. Student will need to complete a Student Health Record to include past health history, physical examination and immunization status signed by their healthcare provider.
3. Riverside Community College District requires background checks for all students entering programs in the Emergency Medical Services Academy. This will be coordinated and paid for by the college.
4. Copy of AHA Healthcare Provider CPR card – If needed, student can take this class at the college while the student is attending EMT but if not completed, they will not be able to be allowed in the clinical portion of the class.
5. Copy of Driver's License

6. Prior to obtaining local employment, students must apply for Riverside EMS Authority, verify that he/she is not addicted to any intoxicating liquors or drugs and has not been convicted of any felony, gross misdemeanor, or other misdemeanor that indicates that the applicant might not be able to function properly as a licensee.

SYLLABUS/CURRICULUM

- Patient Assessment and Airway Management
- Introduction to Medical Pathophysiology
- Emergency Pharmacology
- Cardiology
- Trauma Management
- Clinical Medical Specialty I
- Medical Emergencies
- Special Populations
- Special Emergency Topics
- Clinical Medical Specialty II
- Assessment Based Management
- Emergency Medical Services – Basic
- Emergency Medical Services – Field

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 25. The maximum number of students per class is 40.

LOCATION AND CLASS SESSIONS

16130 Lasselle Street, Moreno Valley, CA 92551-2045. Schedule to be determined.

Human Service Case Manager Training Course - 342 hours

Riverside Community College District – Moreno Valley Campus presents this proposal for Human Services Case Manager. This training will prepare the candidate to qualify for employment at organizations that provide counseling and human service agencies in the areas of substance abuse, foster home and child abuse counseling, anger management counseling, disability management and psychosocial rehabilitation. This training comprises a program of 342 hours of lecture classes. Introduction to Human Services

PRE-REQUISITE: Completion of high school or GED.

SYLLABUS/CURRICULUM

- Introduction to Evaluation and Counseling
- Introduction to Case Management
- Introduction to Group Process

- Public Assistance and Benefits
- Introduction to Psychosocial Rehabilitation
- Employment Support Strategies
- Introduction to Social Work
- Job Development

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 25. The maximum number of students per class is 40.

LOCATION AND CLASS SESSIONS

16130 Lasselle Street, Moreno Valley, CA 92551-2045. Schedule to be determined.

NORCO CAMPUS

Weatherization Technician - 80 hours

Riverside Community College District – Norco Campus presents this proposal for a program to prepare students for entry-level positions in weatherization for energy conservation. It is a comprehensive 80-hour training program that includes a textbook, pre-tests, module post-tests, slide presentations, hands-on practice, videos, and reference material.

Candidates achieving the Weatherization Technician Certificate from RCC--Norco will have a basic knowledge of weatherization principles and industry practices to include installation, maintenance, and the features and benefits of energy-efficient windows and insulation materials. Emphasis will be upon practical application while maintaining a safe workplace. Participants will also be trained in the proper use of PPE (Personal Protective Equipment) and workplace effectiveness.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICLUM

Concepts of building science

- Use of the Blower Door for detection of air leaks
- Hands-on practice using tools and materials specific to weatherization
- Practical Trades Math
- Drug and Alcohol Awareness
- Personal Responsibility and Leadership

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined.

Photovoltaic Installer/Technician Course – 80 hours

Riverside Community College District – Norco Campus presents this proposal for a program which prepares students for the North American Board of Certified Energy Practitioners (NABCEP) Entry Level Certificate will be a way for a student to acquire basic knowledge, comprehension and application of key terms and concepts of photovoltaic (solar electric) systems operation.

It is a comprehensive 80-hour training program that includes a textbook, pre-tests, module post-test, slide presentations, videos, and reference material.

Candidates achieving the PV Entry-Level Certificate of Knowledge will have the basic knowledge of solar electricity suitable for a supervised, entry-level position with a manufacturer, dealer, installer, and/or other PV industry company.

MINIMUM READING LEVEL: 9th Grade

MINIMUM MATH LEVEL: 9th Grade

SYLLABUS/CURRICULUM

The essential training objective of this course is to provide the entry level photovoltaic installer/technician with fundamental technical knowledge on photovoltaics in order that the technician may acquire and advance in design, installation and servicing responsibilities as the market for photovoltaic power systems progresses.

Upon completion of this course, the student technician should be able to:

- Recognize the various types of photovoltaic systems and components currently in use.
- Demonstrate safe working practices.
- Properly design and size residential photovoltaic power systems.
- Assist in the planning and installation of photovoltaic arrays and components.
- Understand the types of codes and standards that apply to the proper installation of photovoltaic systems.
- Understand the types of permits, warranties, and the customer relations required for completion of the overall solar project.
- Assist in the servicing of common photovoltaic systems.
- Improve the quality of installations.

A basic understanding of AC and DC electricity is necessary in order to fully comprehend photovoltaic power systems. Basic industrial math skills, including arithmetic and basic mathematics, metric measurements, and calculator fundamentals are also recommended.

Course Outline:

- Lesson 1: Introduction to Photovoltaic Systems
- Lesson 2: Capturing the Sun
- Lesson 3: Solar Site Evaluation
- Lesson 4: Photovoltaic System Components
- Lesson 5: PV Module Fundamentals
- Lesson 6: PV Battery System Design
- Lesson 7: PV Controller System Design
- Lesson 8: PV Inverter System Design

- Lesson 9: Photovoltaic System Sizing
- Lesson 10: Installation of Photovoltaic Systems
- Lesson 11: Photovoltaic System Electrical Integration
- Lesson 12: Utility-Interactive Systems
- Lesson 13: Permitting and Inspection
- Lesson 14: PV System Maintenance and Performance Analysis
- Lesson 15: Economic Analysis
- Final Exam

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 10. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined.

English for the Workplace - 40 hours

Riverside Community College District – Norco Campus presents this proposal for a program that teaches non-native speakers with limited English skills workplace vocabulary, job expressions, and active speaking and listening strategies. It is taught by an expert in English as a Second Language (ESL) methodology and contains modules specific to the hospitality, construction, and maintenance industries.

RCC-Norco's 40 hour English for the workplace training program includes textbooks, pre-post assessments, slide presentations, videos, reference materials, software practice, and field trips where applicable. Candidates who complete the training will be able to communicate more successfully with fellow employees, understand and respond professionally to supervisors, and become more competitive in the job market.

MINIMUM READING LEVEL: 3rd Grade

MINIMUM MATH LEVEL: 5th Grade

SYLLABUS/CURRICULUM

Module 1

Language Pre-Assessments
General Workplace Expressions and Vocabulary
Principles of Active Speaking and Listening

Module 2

Vocabulary Development – Hospitality Industry
Workplace Expressions – Hospitality Industry
Dialogue and Conversation techniques
Active Listening

Module 3

Vocabulary Development – Construction Industry
Workplace Expressions – Construction Industry
Dialogue and Conversation techniques
Active Listening

Module 4
Vocabulary Development – Maintenance Industry
Workplace Expressions – Maintenance Industry
Dialogue and Conversation techniques
Active Listening
Language Post-Assessments

MINIMUM/MAXIMUM STUDENTS

The minimum number of students per class is 12. The maximum number of students per class is 20.

LOCATION AND CLASS SESSIONS

2001 Third Street, Norco, CA 92860. Schedule to be determined

Exhibit 2 Program Budget

All associated course costs are included in the total cost of training and coordinated through the college.

WIA/ARRA Community College Training
 Cost Allocation Plan
 2009/11 BUDGET

Part 1 Budget Plan	
A. Staff Salaries	399,748
C. Staff Benefits	56,696
C. Staff Benefits H&W	43,639
D. Staff Benefit Rate (percent)	
E. Staff Travel	3,421.00
F. Operating Expenses (communication, facilities, utilities, maintenance, consumable supplies, audits, etc.)	1,272,708.00
G. Lease	-
H. Consumable Materials	-
I. Supportive/Job Retention Services	-
J. Other (Indirect)	617,588
K. Total Funding Request	\$ 2,393,800

WIA/ARRA Community College Training

Budget for 2009-11

SECTION A – STAFF COST							
Staff Position & Name of Staff	Number in Position	% Time Spent on WIA (b)	Annual Hours	# of Total Hours	Hourly Rate	TOTAL COST	TOTAL 20 Months
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	1	32.00%	2080	665.6	50.63	56,160	56,160
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	1	25.00%	2080	520.0	25.61	22,440	22,440
Office Assistant II ARRA Coordination hourly	1	100.00%	950	950.0	12.50	23,751	23,751
Robert Grajeda Director Corporate & Business Development	1	42.50%	2080	884.0	44.41	65,432	65,432
Susan Crowley Business Development Assistant	1	35.00%	2080	728.0	25.51	30,877	30,877
TBD Lab Assistant	1	100.00%	950	950.0	21.05	19,971	19,971
Bonavita Quinto-MacCallum, Faculty Moreno Valley	1	7.00%	1984	138.9	52.56	14,600	14,600
Patricia Link Adjunct Facility (Weatherization)	1	100.00%	640	640.0	57.54	36,826	36,826
TBD Adjunct Instruction (English for Work)	1	100.00%	417	417.0	57.55	34,370	34,370
Diane Dieckmeyer, Dean of Instruction	1	7.00%	1984	138.9	70.43	17,933	17,933
Henry Rogers Director CACT	1	10.00%	2080	208.0	49.55	17,177	17,177
Lauren Clark Admin Assistant III	1	64.00%	1560	998.4	28.98	49,411	49,411
TBD Grant Project Educational Trainer I	1	100.00%	432	432.0	25.00	10,800	10,800
SUBTOTAL: STAFF SALARIES						399,748	399,748
SECTION B – BENEFIT COST							
Benefits (Describe)		Rate (%)					
Staff Benefits Rate-FICA	185,336	0.062					11,492
Staff Benefits Rate-WC	399,748	0.0131					5,239
Staff Benefits Rate-SUI	399,748	0.003					1,202
Staff Benefits Rate-Medi-Care		0.0145					5,800

	399,748					
PERS- Public Employees Retirement System	73,692	0.09709	111,644	0.113		19,771
STRS-State Teachers Retirement System	159,889	0.0825				13,191
H&W	Cost - Flat Rate	% - FTE				
Michael Wright	39,325	32.00%				12,584
Cynthia Freeman	11,812	25.00%				2,953
Diane Dieckmeyer	39,326	7.00%				2,753
Bonavita Quinto-MacCallum	39,326	7.00%				2,753
Lauren Clark	3,115	64.00%				1,994
Henry Rogers	39,325	10.00%				3,933
Robert Grajeda	27,163	42.50%				11,544
Susan Crowley	14,644	35.00%				5,125
SUBTOTAL: STAFF BENEFITS						100,335
SECTION C - Operating Costs						1,276,129
SECTION D-INDIRECT COST RATE						
Indirect Cost Rate		20.5%/36.5%				617,588
TOTAL STAFF COSTS – (Section A)						399,748
TOTAL STAFF BENEFITS – (Section B)						100,335
SUBTOTAL PROGRAM COSTS – (Total of Sections A+B)						500,083

Total Operating Costs -(Section C)		1,276,129
Indirect Cost Rate -(Section D)		617,588
TOTAL PROGRAM COSTS		2,393,800

**WIA/ARRA Community College Training
 Cost Allocation Plan
 2009/2011 BUDGET**

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	56,160	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	22,440	
Office Assistant II ARRA Coordination hourly	23,751	
Robert Grajeda Director Corporate & Business Development	65,432	
Susan Crowley Business Development Assistant	30,877	
Patricia Link Adjunct Faculty (Weatherization)	36,826	
TBD Faculty (English for Work)	34,370	
Diane Dieckmeyer, Dean of Instruction	17,933	
Henry Rogers Director CACT	17,177	
Lauren Clark Admin Assistant III	49,411	
Grant Project Educational Trainer I	10,800	
TBD Lab Assistant	19,971	
Bonavita Quinto-MacCallum, Faculty	14,600	
SUB-TOTAL STAFF COSTS	399,748	
SUB-TOTAL STAFF BENEFITS	100,335	
W/C	5,239	
SUI	1,202	
Medi-Care	5,800	
STRS	13,191	
H&W	43,639	
PERS	19,771	
FICA	11,492	
Other Costs Section B		
4230-Textbooks	256,621	
4351-Train the Trainer Advance Cert	6,000	
4351-Video's	15,182	
4590-Supplies	221,715	
4710-Meals	2,500	
5045-Postage	1,600	
5120- Lecturer	485,204	
5120-Mileage	3,421	
5211-Meeting Expenses	18,560	
5420-Liability Insurance	1,360	
5649-Software Licenses	16,500	
5650- Transportation Contracts	8,000	
5890- Other Services	45,677	
6482-Equipment Additional \$5,000>	193,789	
SUB-TOTAL OTHER COSTS	1,276,129	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	1,776,212	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	1,776,212	
INDIRECT EXPENSES @ 36.5%	578,636	
INDIRECT EXPENSES @ 20.5%	38,952	
Total Indirect		
TOTAL PROGRAM COSTS	2,393,800	

**WIA/ARRA Community College Training
 Cost Allocation Plan Customized Solutions
 2009/2011 BUDGET**

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	30,888	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	12,342	
Office Assistant II ARRA Coordination hourly	13,063	
Robert Grajeda Director Corporate & Business Development	28,482	
Susan Crowley Business Development Assistant	13,233	
SUB-TOTAL STAFF COSTS	98,008	
SUB-TOTAL STAFF BENEFITS	31,379	
Michael Wright		
W/C	405	
SUI	93	
Medi-Care	448	
STRS	3,494	
H&W	6,921	
Cynthia Freeman		
PERS	1,317	
FICA	765	
W/C	162	
SUI	37	
Medi-Care	179	
H&W	1,624	
TBD Hourly Clerk		
W/C	171	
SUI	39	
Medi-Care	190	
Robert Grajeda		
PERS	3,037	
FICA	1,766	
W/C	373	
SUI	86	
Medi-Care	413	
H&W	5,025	
Susan Crowley		
PERS	1,411	
FICA	821	
W/C	173	
SUI	40	
Medi-Care	192	
H&W	2,197	
Other Costs Section B		
4230-Textbooks	63,525	
4351-Train the Trainer Advance Cert	6,000	
4351-Video's	15,182	
4590-Supplies	64,180	
5045-Postage	1,600	
5120-Lecturers	152,000	
5210-Mileage	2,321	
6xxx-Equipment	114,611	
SUB-TOTAL OTHER COSTS	419,419	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	548,806	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	548,806	
INDIRECT EXPENSES @ 36.5%	130,962	
INDIRECT EXPENSES @ 20.5%	38,952	
TOTAL INDIRECT EXPENSES	169,914	
TOTAL PROGRAM COSTS	718,720	

WIA/ARRA Community College Training
 Cost Allocation Plan Moreno Valley
 2009/2011 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	8,424	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	3,366	
Office Assistant II ARRA Coordination hourly	3,563	
TBD Lab Assistant	19,971	
Bonavita Quinto-MacCallum, Faculty	14,600	
Robert Grajeda Director Corporate & Business Development	24,633	
Susan Crowley Business Development Assistant	9,704	
SUB-TOTAL STAFF COSTS	84,261	
SUB-TOTAL STAFF BENEFITS	21,782	
Michael Wright		
W/C	110	
SUI	25	
Medi-Care	122	
STRS	695	
H&W	1,888	
Cynthia Freeman		
PERS	359	
FICA	209	
W/C	44	
SUI	10	
Medi-Care	49	
H&W	443	
TBD Hourly Clerk		
W/C	47	
SUI	11	
Medi-Care	52	
Robert Grajeda		
PERS	2,627	
FICA	1,527	
W/C	323	
SUI	74	
Medi-Care	357	
H&W	4,346	
Susan Crowley		
PERS	1,035	
FICA	602	
W/C	127	

SUI	29	
Medi-Care	141	
H&W	1,611	

TBD Lab Assistant		
W/C	262	
SUI	60	
Medi-Care	290	
Bonavita Quinto-MacCallum, Faculty		
W/C	180	
SUI	41	
Medi-Care	199	
STRS	1,134	
H&W	2,753	
Other Costs Section B		
4230-Textbooks	151,408	
4590- Supplies	101,692	
5120-Lecturer	292,804	
5210-Mileage	330	
5211-Meeting Expenses	18,560	
5420-Liability Insurance	1,360	
5649-Software & Licenses	8,000	
5890-Other Services	13,252	
6xxx-Equipment	7,328	
SUB-TOTAL OTHER COSTS	594,734	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	700,777	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	700,777	
INDIRECT EXPENSES @ 36.5%	255,783	
TOTAL PROGRAM COSTS	956,560	

WIA/ARRA Community College Training
Cost Allocation Plan Norco
2009/2011 BUDGET

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	11,232	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	4,488	
Office Assistant II ARRA Coordination hourly	4,750	
Patricia Link Adjunct Faculty (Weatherization)	36,826	
TBD Faculty (English for Work)	34,370	
Diane Dieckmeyer, Dean of Instruction	17,933	
Henry Rogers Director CACT	17,177	
Lauren Clark Admin Assistant III	49,411	
Grant Project Educational Trainer I	10,800	
SUB-TOTAL STAFF COSTS	186,987	
SUB-TOTAL STAFF BENEFITS	36,937	
Michael Wright		
W/C	147	
SUI	34	
Medi-Care	163	
STRS	927	
H&W	2,517	
Cynthia Freeman		
PERS	479	
FICA	278	
W/C	59	
SUI	14	
Medi-Care	65	
H&W	591	
TBD Hourly Clerk		
W/C	62	
SUI	14	
Medi-Care	69	
Patricia Link		

W/C	483	
SUI	111	
Medi-Care	534	
STRS	2,095	
TBD Faculty (English for Work)		
W/C	483	
SUI	111	
Medi-Care	534	
STRS	3,038	

Diane Dieckeyer		
W/C	214	
SUI	49	
Medi-Care	236	
STRS	1,345	
H&W	2,753	
Henry Rogers		
PERS	1,832	
FICA	1,065	
W/C	225	
SUI	52	
Medi-Care	249	
H&W	3,933	
Lauren Clark		
PERS	5,275	
FICA	3,064	
W/C	647	
SUI	148	
Medi-Care	717	
H&W	1,994	
TBD Grant Project Educational Trainer		
W/C	142	
SUI	32	
Medi-Care	157	
Other Costs Section B		
4230-Textbooks	31,000	
4590-Supplies	21,793	
4710-Meals	2,500	
5120- Lecturer	6,400	
5120-Mileage	550	
5649-Software Licenses	8,500	
5650- Transportation Contracts	8,000	
5890- Other Services	32,425	
6xxx-Equipment	40,000	
SUB-TOTAL OTHER COSTS	151,168	

TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	375,092	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	375,092	
INDIRECT EXPENSES @ 36.5%	136,908	
TOTAL PROGRAM COSTS	512,000	

**WIA/ARRA Community College Training
Cost Allocation Plan City Campus
2009/2011 BUDGET**

Cost Category	WIA FUNDING	NON-WIA FUNDING
TOTAL-SECTION A- STAFF COSTS		
Michael Wright, Director, Workforce Preparation Grants & Contracts ARRA Coordinator	5,616	
Cynthia Freeman Accounting Services Clerk ARRA Coordination staff	2,244	
Office Assistant II ARRA Coordination hourly	2,375	
Robert Grajeda Director Corporate & Business Development	12,317	
Susan Crowley Business Development Assistant	7,940	
SUB-TOTAL STAFF COSTS	30,492	
SUB-TOTAL STAFF BENEFITS	10,237	
Michael Wright		
W/C	74	
SUI	17	
Medi-Care	82	
STRS	463	
H&W	1,258	
Cynthia Freeman		
PERS	239	
FICA	139	
W/C	30	
SUI	7	
Medi-Care	33	
H&W	295	
TBD Hourly Clerk		
W/C	31	
SUI	7	
Medi-Care	35	
Robert Grajeda		
PERS	1,313	
FICA	764	
W/C	161	
SUI	37	
Medi-Care	179	
H&W	2,173	
Susan Crowley		
PERS	847	
FICA	492	
W/C	104	
SUI	24	
Medi-Care	115	
H&W	1,318	
Other Costs Section B		
4230-Textbooks	10,688	
4590-Supplies	34,050	
5120-Lectures	34,000	
5120-Mileage	220	
6xxx-Equipment	31,850	
SUB-TOTAL OTHER COSTS	110,808	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	151,537	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	151,537	
INDIRECT EXPENSES @ 36.5%	54,983	
TOTAL PROGRAM COSTS	206,520	

Exhibit 3
Workforce Investment Act (WIA) and American Recovery and Reinvestment Act (ARRA)
Internet Websites and Other Resources

Agency	Web Site
Riverside County Economic Development Agency- Workforce Development Division Policies/Procedures	http://www.rivcojobs.com/WorkforceCommunity/Policies/tabid/121/Default.aspx
Department of Labor Employment Administration	http://www.doleta.gov
Employment Development Department	www.edd.cahwnet.gov
National Association of Counties	www.naco.org
National Governor's Association	www.nga.org
U.S. Chamber of Commerce	www.uschamber.org
Small Business Administration	www.sba.gov/
Excluded Parties List System	http://www.epls.gov
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	http://www.archives.gov/index.html
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	http://www.gao.gov
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	http://www.whitehouse.gov/OMB
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	http://www.whitehouse.gov/OMB/html/index2.html
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	http://www.dol.gov/oasam
DOL/OASAM Indirect Cost Rate Determination Guide	http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm
Treasury Department financial information site. Provides links to other financial resource pages	http://www.fms.treas.gov
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites	http://www.ignet.gov
OTHER RESOURCES:	
Cost Principles	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
Administrative Requirements	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
Audit Regulations and Requirements	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
Miscellaneous Provisions	
29 CFR Part 93	Department of Labor Lobbying Regulations

29 CFR Part 98

Department of Labor Debarment and Suspension
Regulations

Exhibit 4
Resource List for Applicable Laws, Rules and Regulations

Note: This is only a partial list of applicable laws, rules and regulations governing this Agreement. Contractor is fully responsible for knowing any applicable statute or regulation or rule as it affects this Agreement.

The American Recovery and Reinvestment Act (ARRA) (Public Law 111-5)

Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) 14-08 Guidance for Implementation of the Workforce Investment Act and Wagner Peyser Act Funding in the American Recovery and Reinvestment Act of 2009

The Workforce Investment Act (Public Law 105-220)

The Workforce Investment Act Final Rule – 20 CFR Part 652, et al., Thursday, April 15, 1999

The terms and conditions of this Agreement and all applicable federal, state, and local laws, regulations, and policies and amendments thereto.

Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under the WIA and ARRA.

County of Riverside administrative procedures and technical assistance released in the form of field memorandums and policy manuals.

29 CFR Part 93, Lobbying restrictions and costs prohibited, including costs of salaries or expense related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

-
- A. Age Discrimination in Employment Act (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Act is enforced by the Equal Employment Opportunity Commission.
 - B. Americans with Disabilities Act (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Act is enforced by the Equal Opportunity Commission.
 - C. Americans Disability Act Amendments Act (ADAAA), Pub. L. 110-325, is intended to overturn a series of Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that an impairment is a "disability." The ADAAA makes significant changes to the ADA's definition of "disability" that broadens the scope of coverage under both the ADA and Section 503 of the Rehabilitation Act.

- D. Anti-Kickback Act (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).
- E. Buy American – Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See the Recovery Act Section 1605 – Buy American Requirements. NOTE: WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to Grantees.
- F. Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.
 2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment
- G. Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- H. Consolidated Omnibus Budget Reconciliation Act of 1985: The American Recovery and Reinvestment Act of 2009 (ARRA) provides for premium reductions and additional election opportunities for health benefits under commonly called COBRA. Eligible individuals pay only 35 percent of their COBRA premiums and the remaining 65 percent is reimbursed to the coverage provider through a tax credit. The premium reduction applies to periods of health coverage beginning on or after February 17, 2009 and lasts for up to nine months for those eligible for COBRA during the period beginning September 1, 2008 and ending December 31, 2009 due to an involuntary termination of employment that occurred during that period. The TAA Health Coverage Improvement Act of 2009, enacted as part of ARRA, also made changes with regard to COBRA continuation coverage.
- I. Confidentiality Requirements The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department (s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.
- J. Davis-Bacon Act (1931) applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.
- K. Debarment and Suspension Certification: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State or local) with commission of any of the offenses enumerated in paragraph 2 above;

4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal State or local) terminated for cause of default;
 5. When the prospective primary Contractor or sub-contractor where applicable, is unable to certify to the foregoing certification such Contractor or Subcontractor will provide an explanation to the County prior to execution of this Agreement.
- L. Drug Free Workplace: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following: The dangers of drug abuse in the workplace; The person's or organization's policy of maintaining a drug free workplace; Any available counseling, rehabilitation and employee assistance programs; and Penalties that may be imposed upon employees for drug abuse violations
- Provide, as required by Government Code Section 8355©, that every employee who provide services under this Agreement will: receive a copy of the company's drug-free policy statement; and agree to abide by the terms of the company's statement as a condition of employment.
- M. Employee Polygraph Protection Act (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. The Act is enforced by a private right of action in the federal district courts.
- N. Environmental Protection Regulations under the:
1. Clean Air & Water Act: The Contractor ensures that it complies with all applicable standards, order, or requirements under section 306 of the Clean Air Act (42) U.S. C. 1857(h), section 508 of the Clean .Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
 2. Energy Policy and Conservation Act (pub. L. 94-163), County requires Contractor shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
- O. Executive Order 11246 (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of

employment. The Order is enforced by the Office of Federal Compliance Contract Programs of the Department of Labor.

- P. Executive Order 12549 – Government-wide debarment and suspension (non-procurement), and Government-wide requirements for drug free workplace (grants) protects the public interest and conducts business only with responsible persons.
- Q. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.
- R. The False Claims Act: Fraud Against the Government (FCA): A treatise providing current and comprehensive treatment of the law that has developed under the False Claims Act for practitioners representing defendants, relators, or the Government, as well as judges, academics, and others who may be interested in the development and application of its model of shared public and private law enforcement. Particular focus on liability to the government as well as to private individuals, damages, and other remedies, including civil penalties, the relator's share, and attorneys' fees and costs. Treatment is given to procedure in qui tam actions as well as the current state false claims laws modeled on the federal statute.
- S. Family and Medical Leave Act (1993) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.
- T. Federal Awards (Schedule of Expenditures): Grantees agree to separately identify the expenditures for each grant award funded under the ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for the ARRA funds by Federal award number consistent with the recipient reports required by the ARRA Section 1512(c).
- U. Hatch Act (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The Act is enforced by the U.S. Office of Special Counsel.
- V. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination

based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.

- W. Jobs for Veterans Act (Public Law 107.288): By signing this agreement, the Contractor hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.
- X. Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. This Act is enforced by the Office of Labor Management Standards of the Department of Labor.
- Y. Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.
- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In accordance with its instruction.
 - The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.
 - This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- Z. Military Selective Service Act shall be insured by the Secretary that each individual participating in any WIA program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.
- AA. National Labor Relations Board: The Contractor (if not a public entity), by signing this Agreement, certifies that no more than one final un-appealable finding of contempt of court

by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

- BB. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.
- CC. Older Workers Benefit Protection Act (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.
- DD. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193), the TANF program is a Federal block grant to States designed to provide temporary assistance while moving recipients into work and self-sufficiency.
- EE. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
- FF. Pregnancy Discrimination Act (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity Commission. Rehabilitation Act of 1973, Section 503, as amended, states any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and nonpersonal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities.
- GG. Single Audit Act (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.
- HH. Title VII of the Civil Rights Act (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. Title VII is enforced by the Equal Employment Opportunity Commission.
- II. Title IX, Education Amendments of 1972 states, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance (Title 20 U.S.C. Sections 1681-1688).

- JJ. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Act is enforced by the Office of Veterans Employment and Training of the Department of Labor.
- KK. Veterans' Priority Provisions: "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).
- LL. Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Grantor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)
- MM. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor. The Grantor Office of Inspector General shall receive any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: November 17, 2009

Subject: 2008-2009 Proposition 39 Financial and Performance Audits

Background: In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Vicenti, Lloyd and Stutzman LLP. The audit report was presented to the Citizens Bond Oversight Committee at their regularly scheduled meeting on October 15, 2009. A representative of the firm will be available to present the reports. Results of the audits are summarized below.

Audit Findings

There were no findings or questioned costs related to the audits of the Measure C general obligation bonds for the year ended June 30, 2009.

Recommended Action: It is recommended that the Board of Trustees receive the independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2009.

Gregory W. Gray
Chancellor

Prepared by: James L. Buysse
Vice Chancellor
Administration and Finance

Bill J. Bogle, Jr.
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**REQUIRED COMMUNICATIONS
TO THE BOARD OF TRUSTEES AND THE
MEASURE C CITIZENS' BOND OVERSIGHT COMMITTEE**

AND SELECTED FINANCIAL INFORMATION

For the Year Ended June 30, 2009



October 2, 2009

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

Dear Committee Members:

This report is intended to ensure that the Board of Trustees and the Measure C Citizens' Bond Oversight Committee of Riverside Community College District (the "District") receives additional information regarding the scope and results of the audit of the General Obligation Bond Funded Capital Outlay Projects that may assist in overseeing the financial reporting and disclosure process for which management is responsible. These communications relate to the financial statement audit of the General Obligation Bond Funded Capital Outlay Projects that has been performed by Vicenti, Lloyd & Stutzman LLP ("VLS") for the year ended June 30, 2009, and other relevant information relating to VLS' relationship with the District. Our objective is to communicate certain information that is required to be communicated to those charged with governance by professional auditing standards.

If you would like any information or would like to discuss any of the matters raised, please do not hesitate to contact Renee Graves or Patricia Stover at (626) 857-7300.

This letter is intended solely for the information and use of the Board of Trustees, Measure C Citizens' Bond Oversight Committee, management and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

The Auditor's Responsibility Under Generally Accepted Auditing Standards ("GAAS")

The auditor should communicate the level of responsibility assumed for the internal control structure, illegal acts, and other matters under auditing standards generally accepted in the United States of America.

Our level of responsibility is communicated annually through our engagement letter. An audit conducted in accordance with GAAS and GAGAS is designed to obtain reasonable, rather than absolute, assurance about the financial statements. However, audits are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Also, because of the characteristics of fraud, an audit designed and executed in accordance with auditing standards generally accepted in the United States of America may not detect a material fraud. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected.

Significant Accounting Policies and Unusual Transactions

The auditor should determine that the Board of Trustees and Citizens' Bond Oversight Committee is informed about the initial selection of and changes in significant accounting policies as well as the methods which are used to account for significant unusual transactions.

Significant accounting policies are described in Note 1 to the financial statements and we noted no changes in significant accounting principles during the year June 30, 2009. We found the accounting policies as applied by management in the recording, reporting and the disclosure of transactions to be reasonable and appropriate.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Management Judgments and Accounting Estimates

The Board of Trustees and Citizens' Bond Oversight Committee should be informed about the process used by management in forming particularly sensitive accounting estimates and about the basis for the auditor's conclusions regarding the reasonableness of those estimates.

Accounting estimates are required for establishing the accruals of receivables and liabilities. We believe management's estimates are reasonable, based on our audit. However, estimates are subject to change because of future events, and the ultimate amounts realized may differ from those provided.

Difficulties Encountered in Performing the Audit

Serious difficulties encountered in dealing with management that related to the performance of the audit are required to be brought to the attention of the Board of Trustees and Citizens' Bond Oversight Committee.

None were noted.

Disagreements with Management

Disagreements with management, whether or not satisfactorily resolved, about matters that could be significant to the entity's financial statements or the auditor's report should be communicated to the Board of Trustees and Citizens' Bond Oversight Committee.

There were no such disagreements.

Irregularities and Illegal Acts

The Board of Trustees and Citizens' Bond Oversight Committee should be adequately informed of irregularities and illegal acts coming to the auditor's attention during the course of the audit.

Nothing came to our attention.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Significant Audit Adjustments

The Board of Trustees and Citizens' Bond Oversight Committee should be adequately informed about adjustments arising from the audit that could individually or in the aggregate, have a significant effect on the entity's financial reporting process.

Statement on Auditing Standards No. 89 on Audit Adjustments was issued in order to improve communication, consideration and disposition of audit adjustments. No audit adjustments or proposed adjustments came to our attention.

Other Required Communications

Potential effect on the financial statements of any significant risks and exposures.

Nothing came to our attention.

Material Uncertainties Related to Events and Conditions, Specifically Going Concern Issues

Audit standards require additional procedures to be performed when identified conditions and events indicate there *could be* a substantial doubt about the District's ability to continue as a going concern.

Our audit scope was limited to the General Obligation Bond Funded Capital Outlay Projects; therefore, no extended procedures were performed related to doubt about the District's ability to continue as a going concern.

Deficiencies in Internal Control

Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditor's attention.

No significant deficiencies or material weaknesses were noted.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Independence

Generally accepted auditing standards require independence for all audits.

Vicenti, Lloyd & Stutzman LLP is independent with respect to the District. Our quality control processes are established to ensure our continuing independence if any supplemental consulting services are performed.

Major Issues Discussed with Management Prior to Retention

The auditor should discuss any major issues that were discussed with management in connection with the recurring retention of the auditor.

There were no such issues discussed with management prior to our recurring retention for the audit.

Consultation with Other Accountants

The auditor should discuss their views with the Board of Trustees and Citizens' Bond Oversight Committee if the auditor becomes aware that management has consulted with other accountants about auditing and accounting matters.

We are not aware of the management consulting with any other accountants about auditing and accounting matters related to the General Obligation Bond Funded Capital Outlay Projects.

Management Representations

Management makes representations to the auditors regarding the fair presentation of the financial statements, application of generally accepted accounting principles and management's responsibility for establishing and maintaining effective internal controls.

These representations are available on request from management.

**ITEMS TO BE
COMMUNICATED**

AUDITOR'S RESPONSE

Management Letter Comments

No management letter was issued related to the audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2009.

Other Reports

No other reports were issued.

Other Matters

Although we understand the difficulty in maintaining committee members as required by Education Code Section 15282, we noted that a quorum was not present for a majority of the Citizens' Bond Oversight Committee meetings during the 2008-09 fiscal year and that there was not always representation from the seven constituencies required. We support the Board of Trustees and managements' effort to maintain the committee as mandated.

Other Information in Documents Containing Audited Financial Statements.

The Board of Trustees and Citizens' Bond Oversight Committee should be informed as to the auditor's responsibility for information in a document containing audited financial statements, as well as any procedures performed, and the results.

If the audit report is to be included in an Annual Report, we are to be provided a draft copy to review to insure the reprinted financial statements are complete and accurate.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COUNTY

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2009

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2009

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**INDEPENDENT AUDITORS' REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

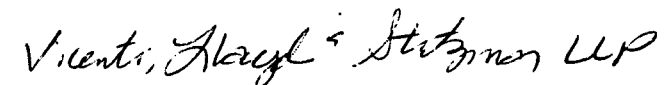
We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2009. These statements are the responsibility of the District's management. Our responsibility is to express an opinion on these statements based on our audit.

We conducted our audit of the General Obligation Bond Funded Capital Outlay Projects in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements for the General Obligation Bond Funded Capital Outlay Projects are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the General Obligation Bond Funded Capital Outlay Projects financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2009, in conformity with accounting principles generally accepted in the United States of America.

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2009 on our consideration of the Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.


VICENTI, LLOYD & STUTZMAN LLP

September 30, 2009

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BALANCE SHEET

GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

June 30, 2009

ASSETS

Cash in County Treasury \$ 72,555,387

TOTAL ASSETS \$ 72,555,387

LIABILITIES AND FUND BALANCE

LIABILITIES

Accounts Payable \$ 4,550,982

TOTAL LIABILITIES 4,550,982

FUND BALANCE

Designated 68,004,405

TOTAL FUND BALANCE 68,004,405

TOTAL LIABILITIES AND FUND BALANCE \$ 72,555,387

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

For the Fiscal Year Ended June 30, 2009

REVENUES

Revenue from Local Sources

Local Revenues	\$ 8,827
Interest and Investment Income	<u>1,837,506</u>

TOTAL REVENUES

1,846,333

EXPENDITURES

Other Services	354,051
Capital Outlay	19,489,780
Other Outgo	<u>485,338</u>

TOTAL EXPENDITURES

20,329,169

Deficiency of revenues over expenditures (18,482,836)

Fund Balance at Beginning of Year 86,487,241

Fund Balance at End of Year \$ 68,004,405

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
 For the Fiscal Year Ended June 30, 2009**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
REVENUES			
Revenue from Local Sources			
Local Revenues	\$ 10,000	\$ 8,827	\$ (1,173)
Interest and Investment Income	<u>2,062,500</u>	<u>1,837,506</u>	<u>(224,994)</u>
TOTAL REVENUES	<u>2,072,500</u>	<u>1,846,333</u>	<u>(226,167)</u>
 EXPENDITURES			
Other Services	454,331	354,051	100,280
Capital Outlay	87,620,068	19,489,780	68,130,288
Other Outgo	<u>485,338</u>	<u>485,338</u>	<u>-</u>
TOTAL EXPENDITURES	<u>88,559,737</u>	<u>20,329,169</u>	<u>68,230,568</u>
 Deficiency of revenues over expenditures	<u>\$ (86,487,237)</u>	(18,482,836)	<u>\$ 68,004,401</u>
 Fund Balance at Beginning of Year		<u>86,487,241</u>	
 Fund Balance at End of Year		<u>\$ 68,004,405</u>	

* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

ACCOUNTING POLICIES

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.

FUND STRUCTURE

The Statement of Revenues, Expenditures, and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

BASIS OF ACCOUNTING

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

BUDGET

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column entitled “Budget”. The amounts in this column represent the budget adopted by the Board and all amendments throughout the year.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

CAPITAL ASSETS AND LONG-TERM DEBT

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects are accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:

There were no excesses of expenditures over appropriations, by major object accounts.

NOTE 3 – BONDED DEBT:

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

The outstanding related bonded debt for the Riverside Community College District at June 30, 2009 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2008</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2009</u>
2004A	4.00-5.25%	2030	\$ 55,205,000	\$ 3,475,000	\$	\$	\$ 3,475,000
2005 Refunding	3.00-5.00%	2025	58,386,109	55,121,109		1,260,000	53,861,109
2007C	4.00-5.00%	2033	90,000,000	83,980,000		5,125,000	78,855,000
			<u>\$ 203,591,109</u>	<u>\$ 142,576,109</u>	<u>\$ -</u>	<u>\$ 6,385,000</u>	<u>\$ 136,191,109</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 3 – BONDED DEBT: (continued)

Series A & B

In August 2004, the District issued the General Obligation Bonds, Series A and B in the amounts of \$55,205,000 and \$9,795,000, respectively. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District’s outstanding Certificates of Participation (1993 Financing Project). The Series B Bonds were issued to advance refund the District’s outstanding Certificates of Participation (2001 Refunding Project).

Series B Bonds were paid in full as of June 30, 2008. The annual requirements to amortize Series A bonds payable, outstanding as of June 30, 2009, are as indicated below:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2010	\$	\$ 146,075	\$ 146,075
2011		146,075	146,075
2012	500,000	136,075	636,075
2013	620,000	113,675	733,675
2014	795,000	85,375	880,375
2015-2019	1,070,000	161,269	1,231,269
2020-2024	155,000	112,694	267,694
2025-2029	140,000	58,175	198,175
2030	195,000	1,925	196,925
	<u>\$ 3,475,000</u>	<u>\$ 961,338</u>	<u>\$ 4,436,338</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 3 – BONDED DEBT: (continued)

Refunding

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District’s General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds.

The annual requirements to amortize Refunding bonds payable, outstanding as of June 30, 2009, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Accreted Interest Component</u>	<u>Total</u>
2010	\$ 1,495,000	\$ 2,440,763	\$	\$ 3,935,763
2011	1,740,000	2,366,249		4,106,249
2012	1,252,016	2,310,499	577,984	4,140,499
2013	876,061	2,298,250	1,138,939	4,313,250
2014	837,747	2,298,250	1,327,253	4,463,250
2015-2019	12,435,285	10,727,750	3,549,715	26,712,750
2020-2024	27,820,000	5,611,000		33,431,000
2025	7,405,000	185,125		7,590,125
	<u>\$ 53,861,109</u>	<u>\$ 28,237,886</u>	<u>\$ 6,593,891</u>	<u>\$ 88,692,886</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the Riverside Community College District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2009**

NOTE 3 – BONDED DEBT: (continued)

Series C

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds.

The annual requirements to amortize Series C bonds payable, outstanding as of June 30, 2009, are as follows:

Year Ended June 30,	Principal	Interest	Total
2010	\$ 5,160,000	\$ 3,746,850	\$ 8,906,850
2011	5,185,000	3,534,575	8,719,575
2012		3,425,500	3,425,500
2013		3,425,500	3,425,500
2014		3,425,500	3,425,500
2015-2019		17,127,500	17,127,500
2020-2024		17,127,500	17,127,500
2025-2029	33,600,000	13,950,250	47,550,250
2029-2033	34,910,000	2,813,250	37,723,250
	<u>\$ 78,855,000</u>	<u>\$ 68,576,425</u>	<u>\$ 147,431,425</u>

NOTE 4 – PURCHASE COMMITMENTS

As of June 30, 2009, the District was committed under various capital expenditure purchase agreements for bond projects in process totaling approximately \$68,924,000.



**REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the fund financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's General Obligation Bond Funded Capital Outlay Projects financial statements that is more than inconsequential will not be prevented or detected by the District's internal control.

**REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the General Obligation Bond Funded Capital Outlay Projects financial statements will not be prevented or detected by the District's internal control.

Our consideration of internal control over General Obligation Bond Funded Capital Outlay Projects financial reporting was for the limited purpose described in the first paragraph of this section and could not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests of the General Obligation Bond Funded Capital Outlay Projects disclosed no instances of noncompliance and other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the District's Board of Trustees, the Citizens' Bond Oversight Committee and District management. It is not intended to be and should not be used by anyone other than these specified parties.


VICENTI, LLOYD & STUTZMAN LLP

September 30, 2009

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AUDIT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2009**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2009.

**PERFORMANCE AUDIT OF THE GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**



**INDEPENDENT AUDITORS' REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS
COMPLIANCE REQUIREMENTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have examined the Riverside Community College District's compliance with the performance requirements for the Proposition 39/Measure C General Obligation Bonds for the period ended June 30, 2009, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for the Riverside Community College District's compliance with those requirements. Our responsibility is to express an opinion on the Riverside Community College District's compliance with such requirements thereof based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Riverside Community College District's compliance with specified requirements.

In our opinion, the Riverside Community College District complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2009.

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP

September 30, 2009

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

OBJECTIVES

The objectives of our performance audit were to:

- Document the expenditures charged to the Riverside Community College District General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Note any incongruities or system weaknesses and provide recommendations for improvement.
- Provide the District Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2008 to June 30, 2009. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2009 were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

BACKGROUND INFORMATION

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related State legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in State law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program have been expended only for the authorized bond projects.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the period of July 1, 2008 to June 30, 2009, for the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program. Within the period audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Proposition 39 and Measure C as to the bond projects. We performed the following procedures:

- We reviewed the projects listed to be funded with general obligation bond proceeds as set out in the Measure C election documents.
- We selected a sample of expenditures for the period under audit and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were generally expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects and we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were not used for salaries of school administrators or other operating expenses of the District.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2009**

CONCLUSION

Based upon our procedures performed, we found that for the items tested, the Riverside Community College District has properly accounted for the expenditures of the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program and that such expenditures were made for authorized bond projects. Furthermore, it was noted that the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program, and expended by the District, were not expended for salaries of school administrators or other operating expenditures.

We did not have any findings and recommendations as a result of our audit.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
BOND PROJECT SUMMARY
June 30, 2009**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$94,718,382 through June 30, 2009 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2008	2009 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2009
Parking Structure - Riverside	\$ 20,949,896	\$ 20,939,873	\$ 788	\$ 20,940,661
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,920,992	8,672,365	226,092	8,898,457
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	10,147,826	2,423,866	4,734,168	7,158,034
District Computer / Network / Phone Upgrades	1,381,044	1,289,521	3,614	1,293,135
Scheduled Maintenance - District Match for State Allocation	1,370,765	885,427	485,338	1,370,765
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	25,850,533	2,488,676	1,737,877	4,226,553
Phase III - Moreno Valley	1,157,320	645,284		645,284
Physical Education Phase II	8,445,751	190,631	252,939	443,570
Feasibility and Planning	180,361	168,248	160,303	328,551
Innovative Learning Center	7,653,605	6,099,957	557,025	6,656,982
Moreno Valley Secondary Effects	288,919	283,607	2,619	286,226
Norco Campus Room Renovations	100,020	100,019		100,019
Riverside Food Services Remodel	1,045,268	185,394	802,311	987,705
MoVal Food Services Remodel	3,552,000	104,097	191,661	295,758
Infrastructure Studies Project	484,451	466,684	17,730	484,414
Moreno Valley Hot Water Loop System	891,296	869,848		869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,185,920	5,598,651	582,538	6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	10,210,988	5,388,173	2,914,450	8,302,623
ECS Upgrade/Retrofit Norco/MoVal	625,327	90,487	275,519	366,006
PBX Operations Center Riv/Nor/MV	5,113,357	481,459	25,715	507,174
Phys/Life Science 2ndary Effects StSvc	140,500	32,500	108,000	140,500
Norco Campus Student Support Center	19,994,500	822,625	1,751,195	2,573,820
Staff Costs	397,199	139,182	77,748	216,930
Long Range Master Plan Project	1,460,384	1,439,077		1,439,077
Construction Management Services	233,548	180,331	30,000	210,331
Logic Domain CPMX	96,000	83,500	12,500	96,000

See Auditors' Report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
BOND PROJECT SUMMARY
June 30, 2009**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2008	2009 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2009
Aquatic Pool Project	5,000,000	115,532	1,021,996	1,137,528
Norco Soccer Field	4,616,480	218,586	3,266,438	3,485,024
Moreno Valley Parking Structure	4,750,000		54,000	54,000
Bradshaw Building Electrical	500,000		366,353	366,353
Quad Basement Remodel	467,500		12,960	12,960
Black Box Theatre Remodel	761,750		10,955	10,955
Technology Building - A	935,000		11,375	11,375
Center for Health, Wellness and Kinesiology	83,000		83,000	83,000
Health Science Center	94,271		94,271	94,271
ADA Transition Plan	481,780		457,691	457,691
March Dental Education Center	1,200,000			-
Norco Secondary Effects Project	1,100,000			-
Utility Infrastructure Upgrade Project	500,000			-
Norco Campus Safety & Site Improvement Project	1,700,000			-
Moreno Valley Campus Safety & Site Improvement Project	900,000			-
Moreno Valley Campus Administrative Move to Humanities	50,000			-
Moreno Valley Campus Science Laboratories Remodel	500,000			-
Ben Clark Public Safety Training Center Project	84,500			-
Total Capital Outlay	174,587,664	74,389,213	20,329,169	94,718,382
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,873	11,582,873		11,582,873
Costs of issuance	2,836,264	2,836,264		2,836,264
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
Total Other Financing Uses	75,039,459	75,039,459	-	75,039,459
TOTALS	\$ 249,627,123	\$ 149,428,672	\$ 20,329,169	\$ 169,757,841

See Auditors' Report.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: November 17, 2009

Subject: Moreno Valley Parking Structure and Surge Space – Multiple Prime Construction Management Agreement – C.W. Driver

Background: On March 17, 2009, the Board of Trustees approved the use of Measure “C” funding in the amount of \$4,750,000 for planning and design of the Parking Structure and Surge Space Project on the Moreno Valley Campus. On April 28, 2009, the Board approved an agreement with LPA to provide planning and design services for the project.

Staff now recommends that the Parking Structure and Surge Space project at the Moreno Valley Campus be delivered using Construction Management Multiple Prime (CMMP) contracting.

On February 2 and February 3, 2009, interviews were conducted with nine of the District’s pre-approved construction management firms. The interviews were conducted by a multi-campus staff committee. Based on the results of the interviews and proposals, staff requests approval to enter into the attached agreement with C.W. Driver to provide said construction management services for the Moreno Valley Parking Structure and Surge Space project. Services under this agreement would include management and oversight of bid preparation, cost estimating, construction execution and ensuring compliance with bid drawings and specifications, contract documents, code and labor compliance, completion of Division of State Architect (DSA) requirements, and assistance with building commissioning.

The total fixed fee for the construction management services is as follows:

Basic Compensation Fee - \$680,000
General Conditions Costs - \$1,406,578
Total Fee - \$2,086,578

To be funded by the Board approved project budget District Measure “C” funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with C.W. Driver for construction management multiple prime services on the Moreno Valley Parking Structure and Surge space project in an amount not to exceed \$2,086,578; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement and future amendments.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President, Moreno Valley Campus

Reagan Romali
Vice President Business Services, Moreno Valley Campus

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



Construction Management – Multiple Prime
Public Works Agreement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

C.W. DRIVER

Construction Management Services

**PARKING STRUCTURE & SURGE SPACE
MORENO VALLEY CAMPUS**

CONSTRUCTION MANAGEMENT SERVICES

This Construction Management Services Agreement (“Agreement”) is made and entered into this 18th day of November, 2009 by and between Riverside Community College District (hereinafter “District”) and C.W. Driver (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Parking Structure and Surge Space located at the Moreno Valley Campus, Moreno Valley, California (the “Project”).

ARTICLE 1

CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

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

Gregg Riddle, Project Executive
Brian DeMartino, Project Manager
TBD, Project Manager
Chris Butler, Sr. Superintendent
TBD, Assistant Superintendent
TBD, Project Engineer

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

1.1 DESIGN PHASE.

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

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan

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

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements. The Master Project Schedule shall utilize the completion date of October 01, 2011.

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

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

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

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to

the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape. The Construction Manager has no responsibility for the errors or omissions of the design professionals and is reviewing the design solely from the perspective of a Construction Manager.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

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

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings

and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

1.2 PLAN CHECK AND BIDDING PHASE.

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

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

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

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

- (a) The following bonding requirements:
 - (i) Performance bond at 100% of the contract amount.
 - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

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

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

1.2.11 Rebidding. In the event the bids exceed the Project Budget by five percent (5%) or greater and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget. In the event the Construction Manager is required to rebid the project due to State funding issues and/or delays, the Construction Manager shall be compensated for the actual costs associated with the rebidding effort.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the

contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

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

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

1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier. However, as referenced in Article 1.1.2 the CM Services agreement concludes on October 01, 2011, unless the project completion date is extended.

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

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall

coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

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

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

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties

shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector. The Construction Manager shall not be held responsible for the performance of the multiple prime contractors.

1.3.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience. The Construction Manager shall be entitled to compensable time extensions for all delays to the Project, except delays resulting from the negligence of the Construction Manager.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

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

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement

procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all “as-built” documents and ensure that the Contractor’s “as-built” documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors’ proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager’s obligations pursuant to this Paragraph shall cease upon completion of the Construction Manager’s services as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the

Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

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

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire

Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

1.4 TIME.

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the negligence of the Construction Manager, there will be no additional compensation, i.e. extended general conditions provided by the District to the Construction Manager.

1.4.3 Construction Manager shall be entitled to compensation and an extension of time for the time of completion for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the progress of the work or the governmental agency from which approvals are necessary for completion of the Project. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

1.4.4 The Construction Manager shall provide preconstruction and construction services based on the assumed project scope of work, plans, specifications and schedule. The

project shall be staffed in a manner to provide the highest level of service and to meet the project objectives for the defined time period. This Agreement includes the staffing requirements for pre-construction services from August 01, 2009 through August 01, 2010 (12-months), and includes the staffing needs for construction services from August 01, 2010 through October 01, 2011 (14-months).

1.4.5 In the event the project experiences any delays caused by unforeseen conditions, schedule delays due to DSA approvals, delays due to RFI or Submittal responses, District driven changes, or any other delays not caused by the negligence of the Construction Manager that extend the specific schedule durations referenced in Article 1.4.4, the Construction Manager shall be compensated, per the attached Labor Rate Schedule "Exhibit - C" for those additional services rendered.

ARTICLE 2

THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

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

ARTICLE 3

CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget. The Construction Manager shall not be held liable for cost overruns to the construction budget, unless they are the direct result of the Construction Managers negligence. However, if the bid results are five percent (5%) or greater than the budget, than, without additional compensation, the Construction Manager will make recommendations to the District and Architect for measures to reduce the Estimate of Construction Costs to conform to the Construction Budget for the Project.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction

Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

3.6 Audit. Construction Manager shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

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

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

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

ARTICLE 4

BASIS OF COMPENSATION AND PAYMENT

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

4.1 BASIC COMPENSATION FEE.

4.1.1 Construction Manager's Services, as described in Article 1 shall be the amount of \$2,086,578.00 (Two Million, Eighty-Six Thousand, Five Hundred Seventy-Eight Dollars and Zero Cents).

4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be invoiced on a monthly basis and reimbursed in equal monthly increments, as described in Articles 4.2.1.1 and 4.2.1.2 in accordance with Article 5 with the total not to exceed \$1,406,578.00.

All basic compensation fee and general conditions costs for the Construction Manager's Services are included in Article 4.1.1.

4.2 PAYMENT

4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 30% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 67.5% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 2.5% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project or at project substantial completion, which ever comes first. The Construction Manager shall not be financially tied to any delay in filling NOC's by the District.

4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the preconstruction and construction work. All General Condition costs shall be billed in equal monthly increments as described in the aforementioned Articles 4.2.1.1 and Article 4.2.1.2.

4.3.2 PAYMENT OF INVOICES.

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

4.4 ADDITIONAL COMPENSATION.

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

Accounting	\$76.97
Assistant Project Manager	\$105.58
Assistant Superintendent	\$100.86
BIM Manager	\$93.00
Carpenter	\$101.80
Carpenter Foreman	\$107.03
Chief Estimator / Precon Manager	\$192.00
Clerical	\$74.93
Constructability Reviewer	\$104.00
Project Planning & Scheduling	\$134.20
Jr. Estimator / Jr. Cost Engineer	\$113.00
Field Superintendent	\$156.42
General Superintendent	\$183.92
IT Support	\$96.02
Laborer	\$83.03
Laborer Foreman	\$86.98
Project Engineer	\$72.96
Project Executive	\$213.64
Project Manager	\$163.26
Safety Officer	\$102.81
Safety Director	\$125.00
Director of Project Planning	\$155.65
Senior Estimator	\$155.17
Senior Project Engineer	\$93.56
Senior Project Manager	\$167.54
Senior Superintendent	\$167.20
Trucking / Deliveries	\$67.81

The above referenced rates will be charged including an increase of 5% per year in subsequent calendar years. The above rates include all payroll burden per company policy. The above rates do not include general liability insurance or contractual overhead and profit.

ARTICLE 5 **GENERAL CONDITIONS**

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

In no event shall the General Condition costs exceed the fixed fee of \$1,406,578.00, unless the project completion date of October 01, 2011, per Article 1.1.2, is exceeded by no negligence caused by the Construction Manager.

All General Condition costs associated with the preconstruction and construction services for this project are inclusive within the lump sum value, as defined in Article 4.1 “Basic Compensation”. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District’s approval. In addition, the Exhibit “B” – General Conditions further clarifies those specific items that are included as “Basic Services” and those items that are specifically referenced as a reimbursable cost. Exhibit “B” serves as the agreed upon, but not necessarily limited to, list of items that are considered reimbursable expenses for the project. All reimbursables shall be submitted with the appropriate backup documentation and reimbursed at cost plus 10% OH&P.

ARTICLE 6

TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

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

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

6.2 CONTINUANCE OF WORK.

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

6.3 ABANDONMENT OF A PROJECT.

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

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

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

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

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

6.5 DELIVERY OF DOCUMENTS.

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

ARTICLE 7 **INDEMNIFICATION**

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

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

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

ARTICLE 8

SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

8.1 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

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

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

ARTICLE 9 **APPLICABLE LAW**

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

ARTICLE 10 **CONSTRUCTION MANAGER NOT AN OFFICER** **OR EMPLOYEE OF DISTRICT**

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

ARTICLE 11 **INSURANCE**

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

11.2 Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds (excluding the District's Architect and Design Consultants); shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of an for the account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

ARTICLE 12

EXTENT OF AGREEMENT

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

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

C.W. Driver

Riverside Community College District

By: _____

By: _____

Dana Roberts
President
468 N. Rosemead Blvd.
Pasadena, CA. 91107

James L. Buysse
Vice Chancellor
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

Start Preliminary Plans	TBD
Start Working Drawings	TBD
Complete Working Drawings	TBD
DSA Final Approval	TBD
Advertise Bid for Construction	TBD
Award Construction Contract	TBD
Advertise Bid for Equipment	TBD
Complete Project	October 01, 2011

EXHIBIT “B”

GENERAL CONDITIONS

The following General Conditions shall be provided under the Construction Manager’s direction and are included in the lump sum value, as defined in Article 4.1.1, under this Agreement. All Reimbursable Expenses and / or additional services shall be invoiced at their actual cost plus 10% OH&P, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate, or as directed to do so by the District throughout the construction schedule.

C.W. Driver

Moreno Valley Campus Parking Garage and Surge Space

General Conditions Estimate

Cost Code	Description	Rate	Factor	Months	Total
	PRE-CONSTRUCTION (12-MONTHS)				
	Estimating	\$16,017	33%	12.00	\$63,429
	Project Executive	\$23,840	5%	12.00	\$14,304
	Scheduler	\$16,977	7%	12.00	\$14,261
	Project Manager	\$14,721	20%	12.00	\$35,330
	Assistant Project Manager	\$9,241	20%	12.00	\$22,178
	Project Clerical	\$7,974	5%	12.00	\$4,785
	General Supervision	\$22,843	3%	12.00	\$8,224
	Field Superintendent	\$16,576	15%	12.00	\$29,837
	Constructability Reviewer	\$16,576	15%	12.00	\$29,837
	<i>Sub Total Pre-Construction</i>				\$222,185
	CONSTRUCTION PHASE (14-Months) / LABOR				
	Project Executive	\$23,840	10%	14.00	\$33,376
	Project Manager	\$14,721	100%	14.00	\$206,093
	Assistant Project Manager	\$9,241	100%	14.00	\$129,372
	Scheduler	\$16,977	10%	14.00	\$23,767
	Project Clerical	\$7,974	100%	14.00	\$111,640
	General Supervision	\$22,843	10%	14.00	\$31,981
	Field Superintendent	\$16,576	100%	14.00	\$232,066
	Assistant Superintendent	\$9,990	100%	14.00	\$139,857
	Safety Director	\$14,439	5%	14.00	\$10,107
	<i>Sub Total Construction Labor</i>				\$918,259

Cost Code	Description	Rate	Factor	Months	Total
	CONSTRUCTION PHASE (14-Months) / MATERIAL				
	General Labor			14.00	In Trades
	Non-Union Labor Benefits			14.00	In Trades
	General Clean Up			14.00	In Trades
	Final Clean Up			14.00	In Trades
	Punch List			14.00	Included
	Safety Measures (First Aid Kits, Safety Supplies, & Signs)	\$350	Per Month	14.00	\$4,900
	Hard Hats		Lsum	1.00	\$420
	Traffic Control			14.00	In Trades
	Dust Control			14.00	In Trades
	Dewatering/Erosion Control			14.00	In Trades
	Weather Protection			14.00	In Trades
	Temporary Heating			14.00	In Trades
	Trailer Rental & Expenses	\$1,321	Per Month	14.00	\$18,494
	Trailer Mobilization	\$8,000	Lsum	1.00	\$8,000
	Inspector Job Site Trailer	\$400	Per Month	14.00	\$5,600
	Field Office Furniture	\$750	Per Month	14.00	\$10,500
	Trailer Alarm (includes commissioning)	\$125	Per Month	14.00	\$1,750
	Caretaker/Security			14.00	By Owner
	Construction Camera			14.00	N/A
	Warehouse			14.00	By Owner
	Signs & Bulletin Boards	\$3,000	Lsum	1.00	\$3,000
	Temp Power Poles & Connection			14.00	In Trades
	Toilets (Trailer Holding Tank)	\$800	Per Month	14.00	\$11,200
	Trash Bins	\$450	Per Month	14.00	\$6,300
	Storage Bins			14.00	In Trades
	Fencing			14.00	In Trades
	Temp Lighting			14.00	In Trades
	Extend Temp Utilities			14.00	In Trades
	Management Fuel			14.00	Included
	Supervision Fuel			14.00	Included
	Equipment Fuel			14.00	In Trades
	Small Tools/Equipment Repair			14.00	In Trades
	Equipment Rental			14.00	In Trades
	Radios			14.00	N/A
	Management Vehicle	\$750	Per Month	14.00	\$10,500

Cost Code	Description	Rate	Factor	Months	Total
	Supervision Vehicle	\$750	Per Month	14.00	\$10,500
	Blueprints/Plan (does not include bid printing)			14.00	By Owner
	Photos/Film/Video	\$100	Per Month	14.00	\$1,400
	Surveying			14.00	In Trades
	C.P.M. Schedule			14.00	In GC Labor
	Material Testing			14.00	By Owner
	Special Inspections – Roofing			14.00	By Owner
	Phone Company Charges	\$1,000	Per Month	14.00	\$14,000
	Job Site Telephone System	\$3,000	Lsum	1.00	\$3,000
	Pay Phones				N/A
	Cellular Phones	\$650	Per Month	14.00	\$9,100
	Water Consumption	\$150	Per Month	14.00	\$2,100
	Hydrant Meters & Backflow Device			14.00	In Trades
	Power	\$1,000	Per Month	14.00	\$14,000
	Office Equipment	\$660	Per Month	14.00	\$9,240
	Office Supplies	\$500	Per Month	14.00	\$7,000
	Office Cleaning			14.00	Included
	Drinking Water	\$250	Per Month	14.00	\$3,500
	Postage/Shipping	\$500	Per Month	14.00	\$7,000
	Meetings			14.00	N/A
	Promotion Expenses			14.00	N/A
	Airfare/Travel Expenses			14.00	N/A
	Lodging			14.00	N/A
	Meals			14.00	N/A
	Rental Car			14.00	N/A
	Apartment Costs			14.00	N/A
	Project Expeditor	\$1,505	Lsum	1.00	\$1,505
	Data Processing	\$2,009	Per Month	14.00	\$28,125
	Permits/Fees/Licenses			14.00	By Owner
	Bond			14.00	By Owner
	Liability Insurance			14.00	Included
	Course of Construction Insurance			14.00	Included
	<i>Sub Total Construction Labor</i>				<i>\$191,134</i>

Cost Code	Description	Rate	Factor	Months	Total
	Reimbursable Expenses	\$75,000	Lsum	1.0	\$75,000
	Blueprints and Reproduction			14.00	By Owner
	Builders Risk Insurance			14.00	By Owner
	Labor Compliance Program			14.00	By Owner
	Professional Liability Insurance			14.00	By Owner
	Testing and Inspections			14.00	By Owner
	Utility Connection and Assessment Fees			14.00	By Owner
	<i>Sub Total Reimbursables</i>				<i>\$75,000</i>

Total General Conditions Estimate: \$1,406,578.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: November 17, 2009

Subject: Food Services Remodel Project (Moreno Valley Campus) –
Change Order No. 1

Background: On November 21, 2006, the Board of Trustees approved the Food Services Remodel Project at the Riverside City and Moreno Valley campuses. On March 20, 2007, the Board of Trustees approved Higginson + Cartozian Architects, Inc. to provide design and engineering services to prepare plans and specifications for the two campuses. The Food Services Remodel Project (Lion's Den Renovation) was designed to include a new covered patio area, new site drainage and concrete flatwork, new mechanical, electrical and plumbing systems as well as all interior finish work in the existing areas, and new additions to the existing Food Service facility. On August 18, 2009, the Board of Trustees awarded a bid to Hinkley & Associates for the Food Services Remodel Project at the Moreno Valley Campus.

Staff is now requesting approval of Change Order No. 1 to extend the contract date by sixty (60) calendar days with Hinkley & Associates for the Food Services Remodel Project at the Moreno Valley Campus for no additional cost to the District. Additional calendar days are required due to the re-routing of the Information Technology loop which will be completed prior to commencement of construction. A description of change order work is noted in the attached Change Order Summary.

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Food Services Remodel Project at the Moreno Valley Campus with Hinkley & Associates for an extension of the contract by sixty (60) calendar days at no additional cost to the District, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

Reagan Romali
Vice President Business Services, Moreno Valley Campus

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

Riverside Community College District
Facilities Planning, Design and Construction
Moreno Valley Campus Food Services Remodel Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Hinkley & Associates

<i>Contract Amount:</i>	\$ 1,392,000.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 0.00</u>
<i>Revised Contract Sum:</i>	\$ 1,392,000.00
<i>Original Contract Contingency:</i>	\$ 139,200.00
<i>Remaining Contract Contingency:</i>	\$ 139,200.00

Change Order Description:

- Additional 60 calendar days required for re-routing of the Information Technology loop at no additional cost to the District. Re-routing to be completed prior to commencement of construction.
Requested by: District/Contractor
Accountability: None – No cost or damage to either party.
- \$0.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: November 17, 2009

Subject: Interim Food Service Facility (Moreno Valley Campus) –
Change Order No. 1

Background: On June 16, 2009, the Board of Trustees approved the Interim Food Service Facility project at the Moreno Valley Campus and a budget not to exceed \$80,000 using Food Services operational funds of \$28,000 and District Measure “C” funds of \$52,000. The Interim Food Service Facility would be installed temporarily and provide food services on campus during the year-long construction of the Food Services Remodel Project (Lion’s Den Renovation). On August 18, 2009, the Board of Trustees awarded a bid to Sherman Construction for the Interim Food Service Facility at the Moreno Valley Campus.

Staff is now requesting approval of Change Order No. 1 for modification to the Interim Food Service Facility project at the Moreno Valley Campus with Sherman Construction in the amount of \$1,430. A description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project change order contingency which is funded through the Food Services Operational Funds of \$28,000 and District Measure “C” Funds of \$52,000 (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Interim Food Service Facility at the Moreno Valley Campus with Sherman Construction in the amount of \$1,430, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

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

Reagan Romali
Vice President Business Services
Moreno Valley Campus

Riverside Community College District
Facilities Planning, Design and Construction
Moreno Valley Campus Interim Food Service Facility

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Sherman Construction

<i>Contract Amount:</i>	\$	18,000.00
<i>Change Order No. 1 Amount:</i>	\$	<u>1,430.00</u>
<i>Revised Contract Sum:</i>	\$	16,570.00
<i>Original Contract Contingency:</i>	\$	1,800.00
<i>Remaining Contract Contingency:</i>	\$	370.00

Change Order Description:

- Re-work sewer drain line (along with some replacement). \$1,430.00
Required due to temporary fence placement damage and disruptions, as a result of the ongoing District operations around the temporary installation. Due to the minimum slope as a result of a lack of adequate fixed invert locations, the sewer pipe required additional staking/support, and the long sloping runs required replacement to a cast iron material. This will result in a more durable interim installation.
Requested by: District
Accountability: None – Drainage was inadvertently damaged by District operations (or possible vandalism) and is now more securely staked in place.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: November 17, 2009

Subject: Moreno Valley Campus Safety and Site Improvement Project –
Change Order No. 1

Background: On June 16, 2009, the Board of Trustees approved the Safety and Site Improvement Project at the Moreno Valley Campus and an estimated project budget of \$1million using \$900,000 of Measure “C” funds and \$200,000 of Moreno Valley Campus Scheduled Maintenance funds. The Safety and Site Improvement Project included replacement of carpet and tile flooring, wallpaper removal and repair, replacement of damaged ceiling tiles, damaged window coverings and counter tops, in restrooms replacement of missing tiles, toilet partitions and toilet accessories, and other identified deferred maintenance work throughout the campus. On August 18, 2009, the Board of Trustees awarded a bid to Fata Construction for removal and replacement of various finishes and repair of the existing parking lot for the Safety and Site Improvement Project at the Moreno Valley Campus.

Staff is now requesting approval of Change Order No. 1 to extend the contract date by seven (7) calendar days with Fata Construction for the Safety and Site Improvement Project at the Moreno Valley Campus for no additional cost to the District. A description of change order work is noted in the attached Change Order Summary.

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Safety and Site Improvement Project at the Moreno Valley Campus with Fata Construction for an extension of the contract by seven (7) calendar days at no additional cost to the District, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Monte Perez
President
Moreno Valley Campus

Reagan Romali
Vice President Business Services
Moreno Valley Campus

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

Riverside Community College District
Facilities Planning, Design and Construction
Moreno Valley Campus Safety and Site Improvement Project

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: Fata Construction

<i>Contract Amount:</i>	\$ 913,330.00
<i>Change Order No. 1 Amount:</i>	<u>\$ 0.00</u>
<i>Revised Contract Sum:</i>	\$ 913,330.00
<i>Original Contract Contingency:</i>	\$ 91,333.00
<i>Remaining Contract Contingency:</i>	\$ 91,333.00

Change Order Description:

- Additional 7 calendar days required for construction of the project at no additional cost to the District for additional work done. \$0.00

Requested by: District

Accountability: None – no cost or damage to either party.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-8

Date: November 17, 2009

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

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 Project. On December 11, 2007, the Board of Trustees approved bids for thirty-two (32) construction prime trade contractors for the multiple prime delivery method. The individual contractors would complete construction services throughout the Phase III-Norco/Industrial Technology Project.

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

- Caston Plastering & Drywall, Inc. \$14,416.14
- Daart Engineering Company, Inc. \$793.92
- Fence Corp, Inc. (\$10,000.00)
- Inland Building Construction Companies, Inc.
(Doors, Frames, Hardware & Installation) \$19,590.33
- Inland Building Construction Companies, Inc.
(Specialties) \$8,266.04
- Munson Plumbing, Inc. \$15,671.20

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).

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-8

Date: November 17, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Orders for the Phase III-Norco/Industrial Technology Project for Caston Plastering & Drywall, Inc. - \$14,416.14, Daart Engineering Company, Inc. - \$793.92, Inland Building Construction Companies, Inc. (Doors, Frames, Hardware & Installation) - \$19,590.33, Inland Building Construction Companies, Inc. (Specialties) - \$8,266.04, Munson Plumbing, Inc. - \$15,671.20; approve the deductive Change Order for Fence Corp, Inc. - (\$10,000.00); and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray
Chancellor

Prepared by: Dr. Brenda Davis
President
Norco Campus

Patti Braymer
Consultant, Business Services
Norco Campus

Orin L. Williams
Associate Vice Chancellor
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: 2

Contractor: Caston Plastering & Drywall, Inc.

<i>Contract Amount:</i>	\$ 1,285,585.00
<i>Change Order No.1 Amount:</i>	\$ 21,236.80
<i>Change Order No.2 Amount:</i>	\$ 14,416.14
<i>Revised Contract Sum:</i>	\$ 1,321,237.94
<i>Original Contract Contingency:</i>	\$ 128,558.50
<i>Remaining Contract Contingency:</i>	\$ 92,905.56

Change Order Description:

Provide expansion joint material VS-600E at stairs 1 and 2.
Provide sheet metal flashing at stairs 1 and 2 per Bulletin 34.
Provide 12 gauge wall base at 2nd floor columns per Bulletin 34. Reason: Per DSA approved FCD 15, stairs 1 and 2 were seismically separated from the main building and the resulting space requires expansion joint and flashing to weather-tight the building.

\$14,416.14

Requested by: Architect/Precast Engineer

Accountability: DSA or Errors & Omissions.

Change Order: 2

Contractor: Daart Engineering Company, Inc.

<i>Contract Amount:</i>	\$ 210,809.00
<i>Change Order No.1 Amount:</i>	\$ (22,966.43)
<i>Change Order No.2 Amount:</i>	\$ 793.92
<i>Revised Contract Sum:</i>	\$ 188,636.49
<i>Original Contract Contingency:</i>	\$ 21,080.90
<i>Remaining Contract Contingency:</i>	\$ 20,286.98

Change Order Description:

Provide seismic expansion at stairs. Reason: Per Bulletin 22 (DSA approved FCD 5), stairs became structurally independent of the building.

\$793.92

Requested by: Structural Engineer

Accountability: DSA or Errors & Omissions.

Change Order: 1

Contractor: Fence Corp, Inc.

<i>Contract Amount:</i>	\$ 70,063.00
<i>Change Order No.1 Amount:</i>	\$ (10,000.00)
<i>Revised Contract Sum:</i>	\$ 60,063.00
<i>Original Contract Contingency:</i>	\$ 7,006.30
<i>Remaining Contract Contingency:</i>	\$ 7,006.30

Change Order Description:

Remove allowance from contract. Reason: Allowance not used during construction. (\$10,000.00)
Requested by: District
Accountability: Credit back to District.

Change Order: 2

Contractor: Inland Building Construction Companies, Inc. (doors, frames, hardware & installation)

<i>Contract Amount:</i>	\$ 269,800.00
<i>Change Order No.1 Amount:</i>	\$ 6,856.00
<i>Change Order No.2 Amount:</i>	\$ 19,590.33
<i>Revised Contract Sum:</i>	\$ 296,246.33
<i>Original Contract Contingency:</i>	\$ 26,980.00
<i>Remaining Contract Contingency:</i>	\$ 533.67

Change Order Description:

Remove hardware on a time and material basis for security cabling and testing. Reason: The testing is per the scope of work for the Door, Frames and Hardware Prime Trade contractor, however it is unclear in the documents who is to install and connect the security cabling from the electric hinge to the electrified hardware. \$7,166.33
Requested by: District/CM
Accountability: Architect's Errors & Omissions or CM's Errors & Omissions.

Revise door hardware schedule and hardware sets per Bulletin 21 (DSA approved FCD9). Reason: The type of hardware specified per the contract documents did not comply with the security system specified by Security By Design. After several meetings to coordinate what the campus desired, the door hardware schedule was revised to comply with the Security System. The change is due to added hardware cost and the re-fabrication of hollow metal door frames that were fabricated to the original documents. \$12,424.00
Requested by: District
Accountability: College scope changes after bid.

Change Order: 3

Contractor: Inland Building Construction Companies, Inc. (specialties)

<i>Contract Amount:</i>	\$ 112,000.00
<i>Change Order No.1 Amount:</i>	\$ 1,769.63
<i>Change Order No.2 Amount:</i>	\$ (335.47)
<i>Change Order No.3 Amount:</i>	\$ 8,266.04
<i>Revised Contract Sum:</i>	\$ 121,700.20

<i>Original Contract Contingency:</i>	\$ 11,200.00
<i>Remaining Contract Contingency:</i>	\$ 1,164.33

Change Order Description:

Provide interior window at Office S232. Match adjacent office window detailing. Reason: Floor plans indicate interior window at S232 but do not provide window call-out similar to adjacent office windows. \$661.49

Requested by: Architect
Accountability: Errors & Omissions.

Modify the hollow metal door frames by removing 3/4" from the top of the frames at 16 openings. Reason: The finish elevation for the door frames is 10'-0", the elevation for the precast panels is also 10'-0". The precast panels need a gap for play or the door frame may be damaged during installation of the precast panels. \$1,442.28

Requested by: District/CM
Accountability: Unforeseen conditions/Errors & Omissions.

Change door hinges at Mechanical rooms to 5" heavy weight hinges per RFI 248. Reason: The specified hinge is too small and the doors were beginning to sag. \$1,515.88

Requested by: Architect
Accountability: Errors & Omissions.

Per RFI 283R, at doors x68, x71, x74, x76, and x77, in lieu of 7" wide thresholds, install 10" wide threshold. Threshold configuration and other dimensions on DSA approved documents shall remain unchanged. Reason: The specified 7" thresholds were not wide enough to cover edge of slab at the in-swing 2nd floor doors. \$473.92

Requested by: Architect
Accountability: Errors & Omissions.

Modify HM doors and frames in field to receive hardware revisions noted in Bulletin 21 (DSA approved FCD9). Reason: Bulletin 21 (District requested security related hardware changes) was issued after HM door and frames were prepped and delivered to site. \$4,172.47

Requested by: District
Accountability: College scope change after bid.

Contractor: Munson Plumbing, Inc.

<i>Contract Amount:</i>	\$ 359,000.00
<i>Change Order No.1 Amount:</i>	\$ 157.69
<i>Change Order No.2 Amount:</i>	\$ 19,634.47
<i>Change Order No.3 Amount:</i>	<u>\$ 15,671.20</u>
<i>Revised Contract Sum:</i>	\$ 394,463.36

<i>Original Contract Contingency:</i>	\$ 35,900.00
<i>Remaining Contract Contingency:</i>	\$ 436.64

Change Order Description:

Provide 12"x12" catch basin and bronze downspout nozzle at roof drain downspouts at the locations noted on Bulletin 30 (DSA approved FCD 16). Reason: Precast concrete panel embeds interfere with downspout to storm drain connection underground. \$7,935.20

Requested by: Construction Manager/Design Team

Accountability: Unforeseen condition.

Add compressed air lines at (3) locations in the manufacturing lab. Reason: The new equipment manufacturer required compressed air at these locations. The previously specified equipment did not require compressed air. \$293.07

Requested by: District

Accountability: College scope change after bid.

Provide and install (9) acid waste tail pieces for trap connector. Reason: The specified tail pieces on the acid waste sinks were not long enough to connect the p-traps to. \$557.31

Requested by: Architect/CM

Accountability: Errors & Omissions.

Re-route the 3" and 4" roof drains around preweld installed on columns. Reason: The drawings show the drain pipe coming off the rain gutter and attached to the beam, due to the precast installation and preweld locations, the gutter was rerouted and repaired multiple times. A portion of this work was covered under a previous change order. This change is for work completed after the previous change order and adjustments to man-hours not clearly depicted on timesheets. The Construction Manager reviewed the Daily Reports and verified the correct man-hours. The contractor also provided additional information to support his labor burden of 35%. The previous change order only billed for 20% labor burden at the time. This work was tracked on a time and material basis and is a back charge to HP Construction & Management. \$6,885.62

Requested by: District/CM

Accountability: Back charge to HP Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-9

Date: November 17, 2009

Subject: Norco Campus Soccer Field Project (Phase II) - Change Order No. 2

Background: On January 27, 2009, the Board of Trustees awarded a contract to CSI Construction to provide general contracting services for the Norco Soccer Field (Phase II) project for work consisting of the following: demolition and clearing of the existing parking lot, construction of a new parking lot, construction of a new concession stand, restrooms, and locker rooms as well as site utilities, landscaping, irrigation, and other site improvements.

Staff is now requesting approval of Change Order No. 2 in the amount of \$28,506.10 for Phase II of the Norco Soccer Field project. A description of change order work is noted in the attached Change Order Summary. It is anticipated that this change order constitutes the last project change order and with the approval of this change order the cost issues are all reconciled.

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

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 2 for the Norco Soccer Field (Phase II) project in the amount of \$28,506.10, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

Prepared by: Dr. Brenda Davis
President
Norco Campus

Patti Braymer
Consultant, Business Services
Norco Campus

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

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

CHANGE ORDER SUMMARY

Change Order: 2
 Contractor: CSI Construction

<i>Contract Amount:</i>	\$ 1,292,691.00
<i>Change Order No.1 Amount:</i>	\$ 63,540.33
<i>Change Order No. 2 Amount:</i>	\$ 28,506.10
<i>Revised Contract Sum:</i>	\$ 1,384,737.43
<i>Original Contract Contingency:</i>	\$ 129,269.10
<i>Remaining Contract Contingency:</i>	\$ 37,222.67

Change Order Description:

- Change includes all costs to furnish and install an additional 1000 lineal feet of fiber optic cable required from the Communication Termical Cabinet (CTC) to the existing TTB at the West End Quad. Also includes furnishing and installing the innerduct for this cable.
Requested by: District
Accountability: Requested by college & Information Technology Department. \$3,750.73

- Change includes all costs to furnish and install an additional 75 lineal feet of electrical conduit from an existing manhole to the point of connection for the phone, fiber, and power. Also includes a credit for 325 lineal feet of conduit running to the existing main switchboard on campus. These changes were a result of conditions that did not match the available as-built drawings.
Requested by: District
Accountability: Poor as-built drawings. (\$4,005.13)

- Change includes all costs to restake the new sewer line. The City of Norco required a revised alignment of the sewer line after the survey stakes had been set.
Requested by: District
Accountability: City of Norco changed scope of work after our securing bids. \$466.62

- Change includes all costs to furnish and install 4 conduits, 36" deep and extending approximately 180 lineal feet for future power.
Requested by: District
Accountability: Improve user participation in developing scope of work. \$4,861.93

- Change includes all overtime costs for Saturday, 5/30/09 & 6/6/09. \$1,617.12
The concrete and paving crews had been delayed due to the City of Norco utility revisions and the organic soils discovered at the site. Crews needed to work overtime to meet the Commencement occupancy deadline.
Requested by: Campus
Accountability: Unforeseen conditions – acceleration of schedule.
- Change includes all costs to furnish and install additional asphalt concrete paving, grading, and demolition near the entrance to the project. The limits of grading and paving had to be extended to properly tie-in for the new paving to the existing grades. \$7,179.89
Requested by: District/Architect
Accountability: Errors & Omissions.
- Change includes all costs to furnish and install additional ductwork. \$5,664.11
The layout had to be revised to accommodate the addition of card readers and security system. Also include fire dampers that were added per the inspector's requirements.
Requested by: Campus/District
Accountability: Campus request and code compliance.
- Change includes all costs to furnish and install electrical components for the added security cameras. \$1,203.92
Requested by: Campus
Accountability: Campus additional scope of work.
- Change includes all costs to furnish and install revised door hardware for card readers and electric hardware. The scope includes electronic transfer hinges, electric mortise locks, corresponding prep work on all metal frames and doors. Added junction boxes at each door location, and new conduit and wire back to the electric panel. A credit for the original hardware included. Change also includes a cost to Bondo the exterior door frames. The hardware change required the door frames to be changed to punch and dimple frames to accommodate the revised hardware. The punch and dimple frames required an application of Bondo. \$8,283.55
Requested by: Campus
Accountability: Campus additional scope of work.
- Change includes all costs to remove the main double gate and approximately 20 feet of chain link fence. The original gate and fence were set too low. The original contractor was not able to make the adjustments in a timely manner maintain schedule, therefore CSI Construction was asked to provide temporary measures. Cost will be backcharged to the Phase 1 contractor, Byrom-Davey. \$401.73
Requested by: District
Accountability: None – poor original design.
- Change includes all costs to furnish and install additional handrail per DSA's plan review, due to adjustments at the East retaining wall. The plan change was made after the project had been bid. \$11,172.87
Requested by: District /Architect
Accountability: Errors & Omissions.

- Change includes all costs to furnish and install base plates and anchor bolts as well as wall anchors in lieu of concrete footings. The concrete was in conflict with the building foundation. \$204.76
Requested by: District
Accountability: Unforeseen condition.

- Change includes all costs to relocate the water heater per RFI #58. \$611.96
After the installation of the plumbing rough-in for the heater it was determined the water heater should be relocated over the mop sink in case of any potential leaks in the future.
Requested by: District
Accountability: Improved design.

- Change includes all liquidated damages associated with the contractor's delay and the cost to repair the sidewalk damaged by CSI Construction's subcontractor. The subcontractor was allowed a time extension of 31 working days from the original completion date of 6/1/09. This revised the completion date to 7/15/09. Substantial completion was not obtained until 10/2/09. CSI Construction is responsible for liquidated damages for the working days beyond 7/15/09. (\$12,700.00)
Requested by: District
Accountability: Liquidated damage (back charge).

- Reimbursement from the contractor for Utility Permit Fee paid by the District. (\$100.00)
Requested by: District
Accountability: Credit.

- Credit to District for unused allowance. (\$107.96)
Requested by: District
Accountability: Credit.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-10

Date: November 17, 2009

Subject: Norco Student Support Center – Design Amendment No. 3

Background: On February 20, 2007, the Board of Trustees ratified a contract agreement with Harley Ellis Devereaux (HED) for the Student Support Center project at the Norco Campus to prepare program plans, a Final Project Proposal, detailed plans, specifications, and working drawings for \$726,800. On August 19, 2008, the Board of Trustees approved a first amendment with HED to calculate HED's design fee on the final project construction cost, therefore adding \$330,911 to their agreement. On May 19, 2009, the Board of Trustees approved a second amendment for additional services with HED to provide an interior signage design package, audio visual architectural infrastructure design, security infrastructure integration, project electronic fly through and additional construction/audio visual design meetings for an added amount of \$59,927.

Staff now requests approval of a third amendment for additional services with HED for the Norco Student Support Center to provide additional architectural and engineering services for necessary and discretionary contract revisions throughout the project. The additional services are described in the attached amendment. The additional cost associated with the third amendment is not to exceed \$41,930. The HED agreement, including all three amendments and reimbursable expenses totals \$1,159,568.

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 3 with Harley Ellis Devereaux for revisions to the Norco Student Support Center project in an amount not to exceed \$41,930, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Brenda Davis
President
Norco Campus

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

THIRD AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
HARLEY ELLIS DEVEREAUX
(Norco Student Support Center Project)

This document amends the original agreement between the Riverside Community College District and Harley Ellis Devereaux, which was approved by the Board of Trustees on February 20, 2007.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$41,930, including reimbursable expenses. The term of this agreement shall be from the original agreement date of February 28, 2007, to the estimated completion date of December 31, 2010. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

HARLEY ELLIS DEVEREAUX

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Brent T. Miller
Principal
1770 Iowa Avenue
Riverside, CA 92507

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Student Support Center
Norco Campus

Scope of Work:

Additional architectural and engineering services provided by Harley Ellis Devereaux for necessary and discretionary contract revisions throughout the Norco Student Support Center Project.

Scope of Services:

Revised Footing Locations:

Provide revised canopy design due to unknown location of a storm drain line. Establish new sizing of canopy lateral support members and footings with calculations for DSA submittal and review. Prepare and attend two (2) meetings on site with the IOR to review potential solutions. Prepare and meet with San Diego DSA office for review and submission of drawings. Upon DSA approval we will prepare a bulletin for construction. Provide revised Architectural and Landscaping plans and details to accommodate the new column locations. HED will issue a bulletin for construction and review the Change Order. Harley Ellis Devereaux's fee for the scope is \$12,630.00.

Enhanced CA services:

HED current fee based on the original contract calculates to 15 hrs/wk. for the Construction Administration effort. Providing for that, based on estimated time of remaining duration (49 weeks); the fee allows for 705 man-hours. The Request to replace HED's current Construction Administrator with Howard Dobbins will result in an increase of \$30/hr of labor based on salary. Harley Ellis Devereaux's fee for Enhanced CA is \$21,150.00.

Dedicated Mechanical System Design for IT Rooms:

The current HED Mechanical Design provides enough system capacity to meet the IT Consultant's request to provide support for cooling the IT equipment being proposed for Room 218b and Storage 122. However, HED was notified after the completion of contract documents that the rooms are to be cooled 24 hours a day. The proposed mechanical design will include a smaller Split system for these locations mounted on the roof. HED will also provide electrical service to the new system and architectural coordination and roof details. HED will issue a bulletin for construction and review the Change Order. Harley Ellis Devereaux's fee for the scope is \$5,850.00.

Additional Fly Fan coordination:

The health department required a single fly fan. HED is providing this code required fan as part of our basic services. The campus has requested an additional fly fan at door 102. HED will specify a fly fan and coordinate the location with the storefront shop drawings and coordinate the required elec. connection. HED will issue a bulletin for construction and review the Change Order. Harley Ellis Devereaux's fee for the scope is \$2,300.00.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-11

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project – Design Amendment No. 5

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works (GKK) to provide plans, specifications and working drawings for the Nursing/Science Building project at the Riverside City College for \$4,290,825.15. The agreement included the provision to assign GKK additional services on a negotiated basis. On September 11, 2007, the Board of Trustees approved a first amendment with GKK for the development of design and specifications of a site plan layout and special signage, engineering and design services for audio-visual and information technology systems, and design services for development of safety and security systems for \$389,952. On June 17, 2008, the Board of Trustees approved a second amendment for design services to assess changes required by the California Building Code (2007 CBC) related to structural/mechanical systems and fire/life safety issues for \$850,482. On August 18, 2009, the Board of Trustees approved a third amendment for the development of hazardous materials management services in response to Division of State Architect (DSA) Fire Marshal's Plan review of the Riverside Nursing/Science Building project for \$22,857. On October 20, 2009, the Board of Trustees approved a fourth amendment for a Leadership in Energy and Environmental Design (LEED) feasibility study. The LEED feasibility study will provide the District with a summary analysis for LEED prerequisites and a summary estimating potential savings to the District for changes to green project design, development and operations for the Riverside Nursing/Science Building project in the amount of \$24,900.

Staff now requests approval of a fifth request for additional services with GKK for the Riverside Nursing/Science Building project to provide revisions to the Life Science Department which include architectural services, mechanical, plumbing and electrical engineering, Information Technology and Audio Video consulting services. The additional services of \$37,564 will accommodate the third and fourth floor laboratory layout revisions and are described in the attached amendment. Also included is additional reimbursable expense compensation of \$50,000 beyond the original agreement, for reproduction of drawings, documents, postage and deliveries. The fifth amendment may result in some additional cost due to the revised layout of the laboratory spaces, however considering the favorable bid environment, the District may not realize the cost premiums associated due to factors such as economy of scale and like-type facility designs already part of the bid documents. The benefit of these changes to the Life Science Department will provide flexible learning labs that accommodate ever-changing curriculum while serving more students and student learning needs. The total additional cost associated with this fifth amendment is not to exceed \$87,564. The GKK agreement, including all five amendments and reimbursable expenses, totals \$5,666,580.15.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-11

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project – Design Amendment No. 5
(continued)

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 5 with GKK Works for revisions to the Life Science Department and additional reimbursable expense compensation for the Riverside Nursing/Science Building project in an amount not to exceed \$87,564, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President Business Services
Riverside City College

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

FIFTH AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Riverside Nursing/Science Building Project)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on June 20, 2006.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$87,564, including reimbursable expenses. The term of this agreement shall be from the original agreement date of June 21, 2006, to the estimated completion date of September 30, 2012. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Kris Kay
Principle of Higher Education
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Nursing/Science Building Project
Riverside City College

Scope of Work:

Additional services include revisions to the Life Science department within the third and fourth floor laboratory layout and additional reimbursable expense compensation for the Riverside Nursing/Science Building Project. Revised services to the Life Science department include architectural; mechanical, plumbing and electrical engineering; Information Technology (IT) and Audio Video (AV) consulting services.

Scope of Services:

The revisions will affect the six (6) following laboratory layouts (room names from DSA Construction Documents):

1. 303: Biology #12
2. 304: Biology #11
3. 305: General Biology #1
4. 306: Botany / Ecology
5. 307: Biology #13
6. 404: Life Science Biology #12

Per the Life Science Department request, the new Laboratory layouts will generally match Room 301: Anatomy 2A and Room 302: Anatomy 2B. Some of the major features are as follows:

1. Laboratories will be designed with a "dogbone" lab tables.
2. Laboratory tables will be 13 feet in length.
3. Each lab table will accommodate 8 students, 4 per side.
4. Each laboratory will be designed with a front demonstration table.
 - a. Per the District IT/AV Department, the front demonstration table will be a pre-fabricated table (by Spectrum, or approved equal), to allow easier access to equipment and provide flexibility for the future.
5. Video projection will be from the front/middle of each Laboratory.
6. Video projection will be from the front/middle in Rooms 301, 302, 339, and 343.

Deliverables:

1. Revised Architectural, Mechanical, Plumbing, Electrical, IT, and AV Construction Documents.
 - a. These Documents will be issued to the Bidders as an Addendum.
 - b. These Documents will be submitted to DSA for review and approval.
 - c. These Documents will be submitted to the State Chancellor's Office for review and approval.

Reimbursable Expenses:

1. Additional reimbursable expense compensation in an amount not to exceed \$50,000 (beyond the original agreement of \$42,483) for reproduction of drawings, documents, postage and delivery.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-12

Date: November 17, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) Project – Design Amendment No. 1

Background: On December 9, 2008, the Board of Trustees approved an agreement with GKK Works (GKK) to provide design services for the development of design, working drawings, specifications, and a project cost estimate for the Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) project located at the Riverside City College. On June 16, 2009, staff presented to the Board of Trustees the project design for consideration which approved a tentative budget for the Wheelock Gymnasium, Seismic Retrofit project in the amount of \$18,411,120.

Due to the State's furlough requirement imposed on Division of State Architect (DSA), the ability of DSA to process deferred approval shop drawings timely has diminished greatly. At the suggestion of DSA's plan intake officer, the Districts development of the fire sprinkler design within the bid package would save the project time in plan check, expedite the project schedule, and potentially yield a savings to the District on bid pay. GKK is already familiar with the project and is a natural choice to provide these design services.

Staff now requests approval of additional services with GKK for the Wheelock Gymnasium, Seismic Retrofit project to provide architectural, plumbing and civil engineering services to design and prepare plans, calculations and specifications for an added Automatic Fire Sprinkler System in the Wheelock Gymnasium. The sprinkler design is necessary to expedite the complete plan review process and avoid a lengthy deferred approval process. This will allow a complete, inclusive bid that can be recommended for award by the June 2010 Board of Trustees meeting to reserve over \$10 million in State funds for this project. The additional services are described in the attached amendment. The additional cost associated with the first amendment is not to exceed \$24,700. The GKK agreement, including amendment and reimbursable expenses, totals \$1,384,700.00.

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-12

Date: November 17, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit (P.E. Complex – Phase II) Project –
Design Amendment No. 1 (continued)

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with GKK Works to design and prepare plans, calculations and specifications for an added Automatic Fire Sprinkler System for the Wheelock Gymnasium, Seismic Retrofit project in an amount not to exceed \$24,700, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

Norm Godin
Vice President Business Services
Riverside City College

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

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Wheelock Gymnasium, Seismic Retrofit)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on December 9, 2008.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$24,700, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 9, 2008, to the estimated completion date of April 1, 2011. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Kris Kay
Principle of Higher Education
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Wheelock Gymnasium, Seismic Retrofit
Riverside City College

Scope of Work:

GKK Works additional services include architectural, plumbing and civil engineering services to design and prepare plans, calculations and specifications for an added Automatic Fire Sprinkler System in the Wheelock Gymnasium which will be processed with the original plan submittal.

Scope of Services:

The deliverables shall consist of the following:

1. Sprinkler/Building Plans
2. Specifications
3. Hydraulic Calculations
4. Product Data Sheets (Cut Sheets)

The items required from the District include:

1. Fire Flow Test of Supply Water
 - a. Data on water supply source (pressure and gpm)
 - b. Test shall be performed within the last six months

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: November 17, 2009

Subject: Tequesquite Arroyo Trunk Sewer Project – Riverside City College

Background: The City of Riverside anticipates bidding a project named the Tequesquite Arroyo Trunk Sewer Project (TATSP) which is planned to be completed by July 2010. The project replaces one of the oldest sewer lines in the City, a portion of which traverses the Riverside City College. Replacing the sewer line will provide an opportunity for the City and District to redefine and make more efficient the City sewer easements which currently cross the campus.

Due to the concurrent schedules and proximity of the TATSP and the Riverside Aquatics Complex project, the City agreed to reimburse the District \$79,000 for the repair of Saunders Street with a standard full-width grind and two inch overlay of the asphalt roadway along much of Saunders Street. The City also agreed to vacate all unused easements and provide the District with as-built drawings of the new work. Lastly, all work by the City's contractor will be scheduled to occur during the night hours (after college classes and activities have ended) for all areas requiring trench work, thereby minimizing disruption to campus activity and student parking. The work shall be covered prior to the next morning's college activities. Work is scheduled to commence by mid-February 2010. The District will reciprocate with approval of both; a new sewer easement and a temporary construction easement across the college permitting access to the project area.

Staff requests the Board of Trustees approve the agreements between the District and City of Riverside for the TATSP at Riverside City College which includes: Permanent Sewer Easement (1), Temporary Construction Sewer Easement (2), Temporary Construction Storm Drain Easement (3), Temporary Construction Easement (4), Right of Entry Storm Drain (5), and Reimbursement to the District (6). Six agreements are attached for the Board's consideration.

The \$79,000 reimbursement shall be credited to the Riverside Aquatics Complex project budget which is jointly funded by Riverside Community College District using District Measure "C" Funds (Resource 4160), the City of Riverside, the County of Riverside, and private contributors.

Recommended Action: It is recommended the Board of Trustees approve the six agreements with the City of Riverside and reimbursement to RCCD of \$79,000 for repair of Saunders Street at Riverside City College, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President, Riverside City College
Norm Godin
Vice President, Business Services, Riverside City College
Orin L. Williams
Associate Vice Chancellor, Facilities Planning, Design and Construction

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Sewer

APN: 217-080-017 & 024, 217-122-002, 217-300-015
219-036-001, 003, 004, 006, 007, 008 & 009,
219-044-004, 219-080-001, 219-091-001,
219-102-009, 011 & 013

D-

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Public Agency of the State of California, which acquired title as Riverside Community College District, Riverside Community College District, a Public Agency of the State of California, Riverside Junior College School District, a Public School District and Riverside Junior College School District of Riverside County, as Grantor, hereby grants to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of SANITARY SEWER FACILITIES, together with all necessary appurtenances, in, under, upon, over and along that certain real property described in "**EXHIBIT A**" attached hereto and incorporated

herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said SANITARY SEWER FACILITIES.

Dated _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT,
a Public Agency of the State of California

James L. Buysse
Vice Chancellor
Administration and Finance

ACKNOWLEDGEMENT

State of California }
County of _____ } ss

On _____, before me _____
personally appeared **James L. Buysse** who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within
instrument to the City of Riverside, California, a municipal corporation, is
hereby accepted by the undersigned officer on behalf of the City Council
of said City pursuant to authority conferred by Resolution No. 21027 of said
City Council adopted September 6, 2005 and the grantee consents to
recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code 6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Arroyo Trunk Sewer
APN 217-080-017 & 024, 217-122-002, 217-300-015
219-036-001, 003, 004, 006, 007, 008 & 009,
219-044-004, 219-080-001, 219-091-001,
219-102-009, 011 & 013

D-

***TEMPORARY CONSTRUCTION
EASEMENT***

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Public Agency of the Sate of California, which acquired title as Riverside Community College District, Riverside Community College District, a Public Agency of the State of California, Riverside Junior College School District, a Public School District and Riverside Junior College School District of Riverside County, as Grantor, hereby grants a temporary easement and right of way to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is located in the City of Riverside, County of Riverside, State of California, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

This temporary easement and right of way allows Grantee the right to use the above described property for the purpose of installing public improvements. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the performance of the construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

This temporary easement and right-of-way shall terminate upon completion of the public improvements and acceptance by City, or within one year from the date of recording this document, whichever occurs first.

Dated _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT,
a Public Agency of the State of California

James L. Buysse
Vice Chancellor
Administration and Finance

ACKNOWLEDGEMENT

State of California }
County of _____ } ss

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

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to
the City of Riverside, California, a municipal corporation, is hereby accepted by the
undersigned officer on behalf of the City Council of said City pursuant to authority
conferred by Resolution No. 21027 of said City Council adopted September 06, 2005
and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE

By: _____

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Arroyo Trunk Sewer
APN 217-122-002 & 217-080-021
Address: 4690 Magnolia Ave

D-

**TEMPORARY CONSTRUCTION
EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COMMUNITY COLLEGE DISTRICT, a Public Agency of the State of California, who acquired title as RIVERSIDE JUNIOR COLLEGE SCHOOL DISTRICT, as Grantor, hereby grants a temporary easement and right of way to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is located in the City of Riverside, County of Riverside, State of California, as described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

This temporary easement and right of way allows Grantee the right to use the above described property for the purpose of installing public improvements. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the performance of the

construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

This temporary easement and right-of-way shall terminate upon completion of the public improvements and acceptance by City, or within one year from the date of recording this document, whichever occurs first.

Dated _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT,
a Public Agency of the State of California,
who acquired title as RIVERSIDE JUNIOR
COLLEGE SCHOOL DISTRICT

James L. Buisse
Vice Chancellor
Administration and Finance

ACKNOWLEDGEMENT

State of California }
County of _____ } ss

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

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to
the City of Riverside, California, a municipal corporation, is hereby accepted by the
undersigned officer on behalf of the City Council of said City pursuant to authority
conferred by Resolution No. 21027 of said City Council adopted September 06, 2005
and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE

By: _____

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
Tequesquite Arroyo Trunk Sewer Project

RIVERSIDE COMMUNITY COLLEGE DISTRICT

THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, is made and entered into this 18th day of November, 2009, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Grantee”), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity of the State of California, who acquired title as RIVERSIDE JUNIOR COLLEGE SCHOOL DISTRICT, (“Grantor”).

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Grantor permits Grantee use of the Property as generally depicted on Exhibit “A” and Exhibit “B” attached hereto and made a part hereof by this reference (the “Premises”), the use of the Premises shall be used for a temporary easement and right-of-way for the construction, and installation of sewer facilities, together with all necessary appurtenances, in, under, upon, over and along the property located in the City of Riverside, County of Riverside, State of California.
2. The term of this agreement shall become effective November 18, 2009 (“Effective Date”) and shall terminate upon completion of the work of constructing the trunk sewer or within 18 months of the Effective Date, whichever occurs first.
3. Grantee shall coordinate all construction activities with Grantor. All open trench work is scheduled to be accomplished during night hours. (Night work will minimize construction conflicts with on campus parking and construction activities associated with the new Riverside Aquatics Complex.)
4. Grantee will abandon the existing trunk sewer system which traverses Grantors property that would be obliterated, or rendered unusable by Grantee as a result of the construction of new the Tequesquite Arroyo Trunk Sewer Project. Abandonment techniques will be by standard engineering and construction methods.
5. Grantee agrees to install the new sewer main under the baseball fields using trenchless technology.
6. The Parties agree that Saunders Street shall be resurfaced at the completion of Grantor’s Riverside Aquatics Complex. The Parties shall enter into a separate agreement regarding the resurfacing.
7. Grantee agrees to quitclaim all abandoned sewer easements, across Grantors property, as they relate to the existing trunk sewer system that will be abandoned.
8. Said temporary construction easement is to be used for all purposes proper and convenient in the construction and installation of sewer facilities, including the rights of

ingress and egress, the temporary deposit of tools, equipment, machinery, vehicles, materials and supplies used in the performance of said work, and for similar and related purposes by the City of Riverside, its officers, employees, agents or contractors.

9. Upon completion of construction, the City of Riverside shall remove all debris, waste or excess material, brush or other matter or material deposited or placed upon the land, and with the exception of vegetation, return the surface as near as possible to its condition before construction.
10. Grantee shall defend, indemnify and hold Grantor and its trustees, agents 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 Grantee's, its officers, directors, agents, affiliates and employees, performance of this Agreement.
11. Grantee, its employees and agents, understand that harassment of any student or employee of Grantor with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
City Manager

By _____
James L. Buysse
Vice Chancellor
Administration and Finance

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Supervising Deputy City Attorney

Exhibit A
Map of Tequesquite Arroyo Trunk Sewer Project at Riverside City College

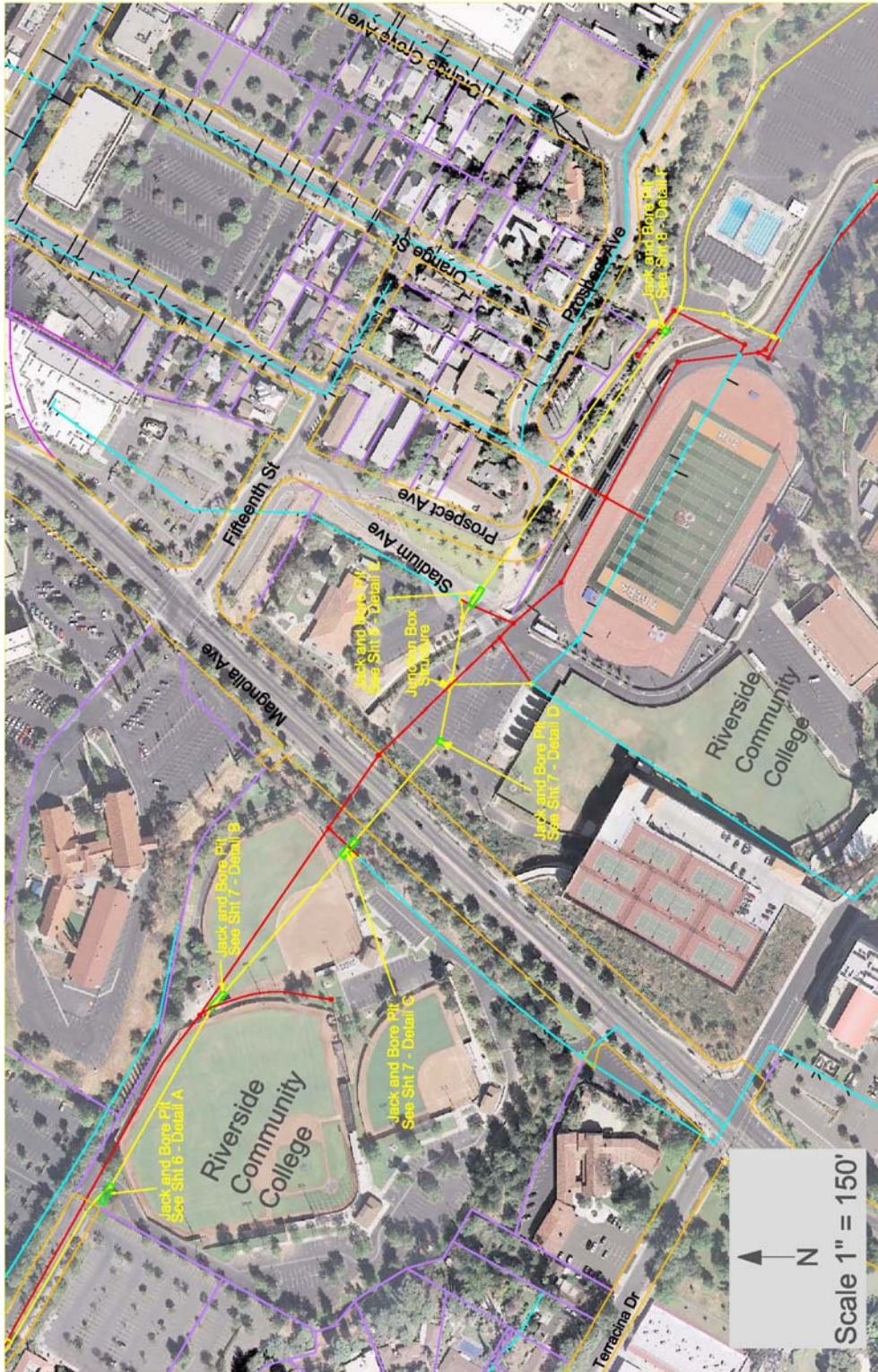
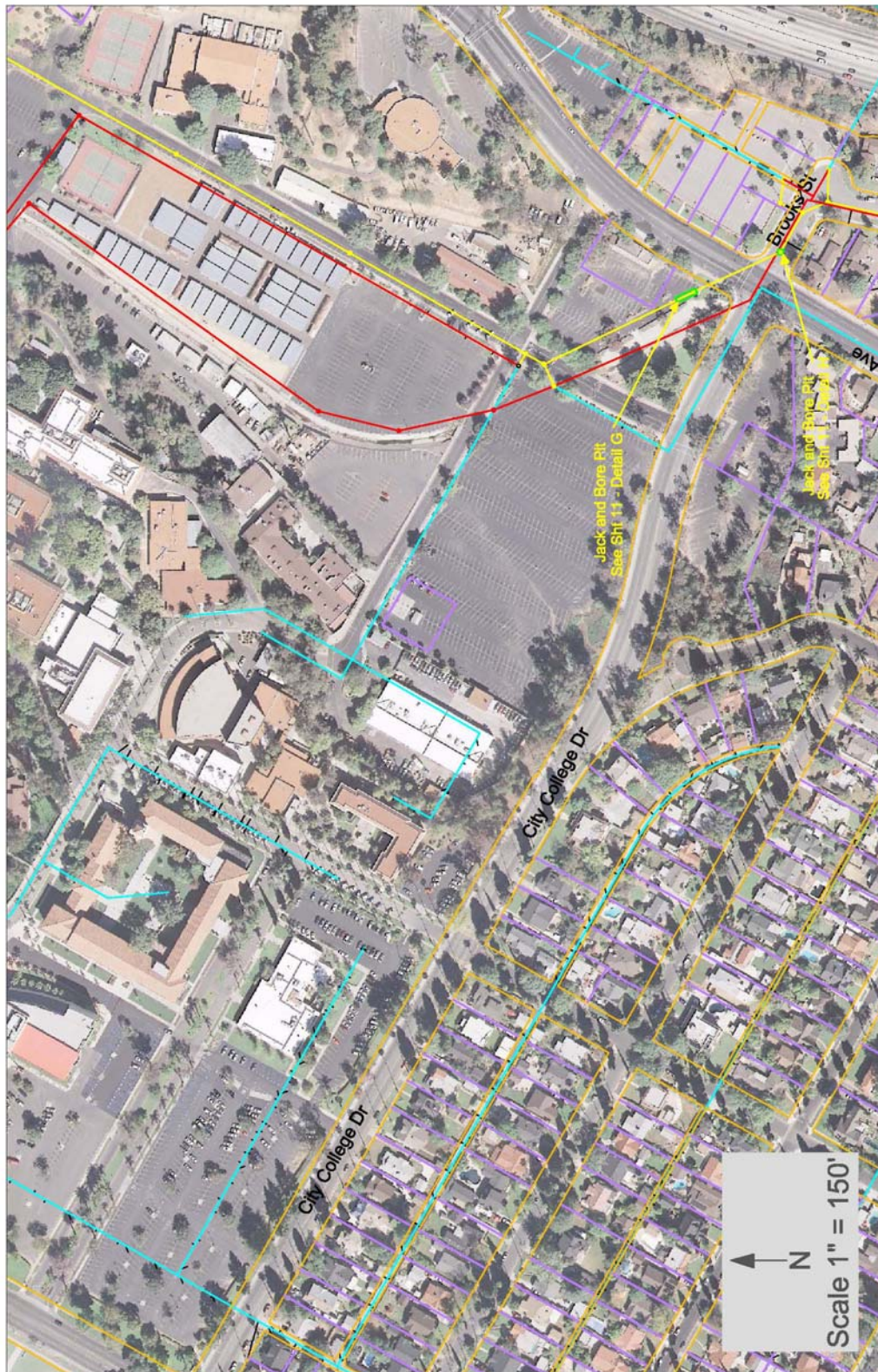


Exhibit B
Map of Tequesquite Arroyo Trunk Sewer Project at Riverside City College



Proposed Project: Magnolia Storm Drain Realignment
Site Address: 4690 Magnolia Ave
Assessor's Parcel No. 217-080-021

RIGHT OF ENTRY

The undersigned owner of the real property which is the subject of this Right of Entry (hereinafter referred to as "Owner"), understands that the City of Riverside intends to construct storm drain facilities with any improvements and appurtenances.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner irrevocably grants permission to the City of Riverside, a municipal corporation of the State of California, its officers, employees, agents, contractors, and/or subcontractors (hereinafter collectively referred to as "City") to enter upon that portion of the real property owned by Owner designated as "**ROE AREA**" on the map attached hereto and incorporated herein by this reference, including the right for the following purpose(s):

1. Temporary deposit of construction machinery, equipment and supplies;
2. Ingress and egress; and
3. Any additional work determined by the **(put in the name of the department)** to be necessary to complete the project for which this right of entry is given.

This Right of Entry is granted on the condition that upon completion of the work, City shall remove all tools, equipment, machinery, vehicles, materials and supplies used in the performance of the work and all waste materials and debris resulting there from, and with the exception of existing vegetation, return the ROE Area as near as possible to its condition before commencement of work.

This Right of Entry shall be effective on the date of execution as hereinafter set forth and shall terminate upon completion and acceptance of such work by City.

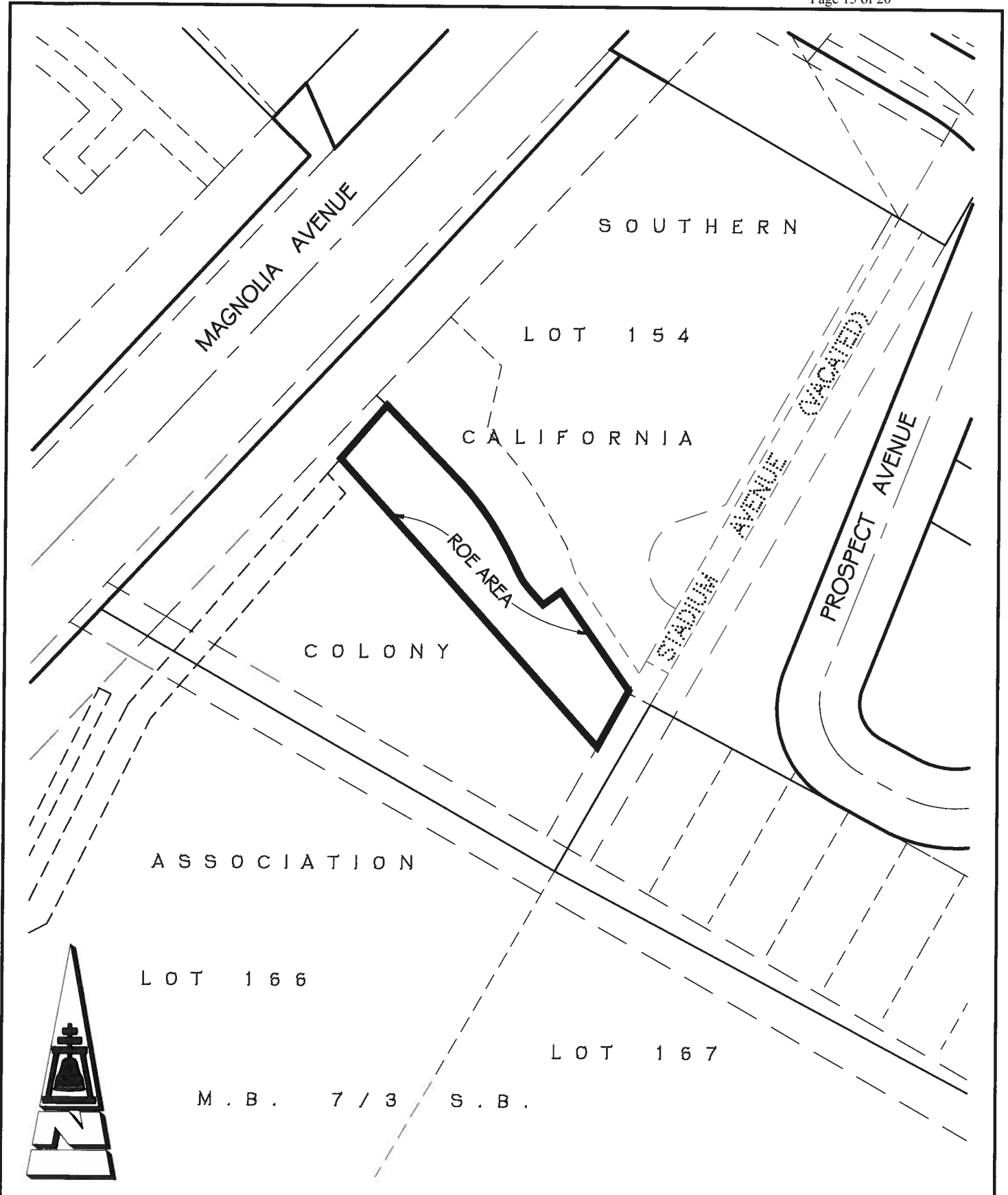
Dated: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Dated: _____

City of Riverside

By: _____
Manager, Real Property Services Division



● CITY OF RIVERSIDE, CALIFORNIA ●

SHEET 1 OF 1

SCALE: 1" = 100'

DRAWN BY: RICH DATE: 09/22/09

SUBJECT: TEQUESQUITE ARROYO TRUNK SEWER

REIMBURSEMENT AGREEMENT

(Riverside Community College District)

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2009, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity (“RCC”) with reference to the following facts:

Recitals

A. The City of Riverside Public Works Department is completing the design stage for the Tequesquite Arroyo Truck Sewer Replacement Project (“Sewer”). Improvements will include the grinding and overlay of Saunders Avenue. The anticipated completion date for the Sewer through RCC’s campus is the summer of 2010.

B. RCC is concurrently constructing its new Aquatics Facility (“Pool”). The anticipated completion date for the Pool is the first quarter of 2011.

C. RCC has requested that the final paving be completed at the end of the Pool project.

D. The City has agreed to reimburse the RCC for the costs associated with the final grind and overlay of Saunders Street (“Work”).

NOW THEREFORE, the Parties hereto agree as follows:

1. Work. The Work shall consist of all construction work (including, without limitation, all materials, supplies, utilities, labor, construction and/or project management, and other services or things), required to complete the final grind and overlay of Saunders Street to City specifications.

2. Term. RCC shall complete the work set forth in Section 1 above no later than March 31, 2011.

3. Compensation. The City, upon the completion of the final grind and overlay of Saunders Street, shall reimburse RCC a sum not to exceed Seventy-Nine Thousand Dollars (\$79,000.00).

4. Competitive Bidding of Work. RCC shall solicit competitive bids for construction of the Work and in accordance with the competitive bidding procedures applicable to public works projects undertaken by RCC. RCC, in its discretion, may seek competitive bids for the Work as a stand-alone project or as an element of the Pool project or any portion thereof. RCC shall provide to the City for review by the City and for City budgeting purposes, a copy of the monetarily-lowest bid received from a responsive and responsible bidder.

5. Construction of the Work. RCC shall construct the Work in accordance with the approved plans and permits issued and/or prepared by the City. RCC's obligation to construct the Work shall include, without limitation, provision of all construction engineering, management, and supervision. Construction engineering shall include, as necessary, construction surveys, materials testing, and inspections (other than City inspections).

6. Compliance with Applicable Law. RCC shall require that its contractors comply with all federal, state, and local laws and regulations, including without limitation, building, plumbing, mechanical and electrical codes, and provisions of the City's municipal code, applicable to construction of the Work in accordance with approved plans.

7. Contractors. The contractor(s) that RCC employs to construct the Work shall be duly licensed, insured and bonded. RCC's contract(s) with such contractor(s) shall contain a reference to this Agreement and to the specific obligations to carry out and complete the construction in accordance with applicable provisions of this Section and to obtain appropriate insurance as provided in Section 13 herein.

8. Payment and Performance Bonds. RCC shall require that each contractor constructing any portion of the Work provide both a payment bond and a performance bond, each with a penal amount equal to 100% of the contract amount for such contractor's portion of the construction. Each bond shall be issued by a surety admitted in the state and shall name both RCC and the City as co-obligees. Such bonds shall remain in effect until at least thirty-five (35) days after the date RCC records a Notice of Completion for the Work. RCC shall deliver a copy of each bond to the City within seven (7) days after award of the applicable contract for construction or within seven (7) days after the bonds are provided to RCC in accordance with such contract, whichever is later.

9. Labor Compliance. RCC shall apply its Labor Compliance Program ("LCP") to the construction of the Work. The LCP shall implement requirements for contractor(s) constructing the Work to comply with provision of California Labor Code section 1770 *et seq.*, including as such provisions pertain to payment of prevailing wages for work performed pursuant to this Agreement. In the event any such contractor is challenged for failure to pay prevailing wages, RCC shall defend, indemnify and hold-harmless the City against and from any claim or action arising from such challenge.

10. Construction Permits and Inspections. Prior to commencing construction of any portion of the Work with the City's right of way, the contractor(s) that will be constructing the Work must obtain, from the Public Works Department of the City, a permit for construction of such portion of the Work. The Public Works Department of the City shall not unreasonably refuse to issue permit(s) for construction of the Work in accordance with the approved plans. Upon request, the City shall timely provide inspection services for all improvements within the public rights-of-way for such street. The City shall have the right during the installation and construction of the Work to inspect any portion thereof. RCC shall permit City inspectors to have reasonable access for purposes of such inspections. The City shall not unreasonably refuse to issue any inspection approval if the work to construct the Work that has been inspected substantially conforms to approved plans and provisions of this Agreement.

11. Lien-Free Completion. RCC shall complete construction of the Work free of any liens.

12. Contractor Warranties. RCC shall require that the contractor(s) for the construction of the Work unconditionally warrant all materials and workmanship for such construction for a period of one (1) year from the date of the Notice of Completion for the Work is recorded, and RCC shall be responsible for enforcing all such warranties during such one-year period.

13. Insurance Requirements. Prior to the commencement of construction of the Work, Developer shall obtain from its contractor and provide to the City proof of contractor's insurance in the form of a Certificate of Liability and Additional Insured Endorsement and evidence of the following forms of insurance:

a. Commercial General Liability: Policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$1,000,000.

b. Automobile Liability: Policy shall cover all vehicles used in connection with contractor's performance of the construction of the Work, including owned vehicles, leased vehicles, employee vehicles, non-owned vehicles and hired vehicles, for both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000.

c. Worker's Compensation Liability: Policy shall be for statutory limits.

All insurance policies shall be issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City.

d. All: The City and RCC, and their officers, employees and agents, shall be named as additional insureds under the contractor's insurance policies. Said additional insured endorsement must be provided prior to commencement of construction.

The insurance policy or policies shall also comply with the following provisions:

i. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for contractor's construction of the Work.

ii. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

iii. The policy shall specify that the insurance provided by contractor will be considered primary and not contributory to any other insurance available to the City or the RCC.

iv. Certificates of insurance shall state that the issuing company shall give RCC and the City sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificates. In the event of any such cancellation, termination, non-renewal or reduction in coverage, Developer shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

e. Subcontractors' Insurance: Contractor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, that may be caused by the subcontractors' scope of work and activities provided in furtherance of the construction of the Work Improvements, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

14. Notices. Service of any notices, bills, invoices or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

RCC

Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

15. Nondiscrimination. RCC shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, RCC agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

16. Severability. Each paragraph and provision of this Agreement is severable from each other paragraph and provision, and if any paragraph, provision or part thereof is declared invalid, the remaining paragraph and provisions shall nevertheless remain in full force and effect.

17. Authority. The individuals executing this agreement and the instruments referenced herein on behalf of RCC each represent and warrant that they have the legal power, right and actual authority to bind RCC to the terms and conditions hereof.

(Signatures on following page)

Executed as of the date set forth above, at Riverside California.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

City Manager

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

Supv. Deputy City Attorney

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09-2149
10/21/09

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project (Phase II) - Update and Award of Bids

Background: On June 17, 2008, the Board of Trustees approved the final design and project budget for the Riverside Nursing/Science Building project located at Riverside City College which will provide students with significantly improved space, and will meet the demands of our community by educating highly-trained technicians and professionals. The current buildings for Nursing, Life/Physical Sciences and Mathematics do not provide sufficient space nor are they consistent with current program needs and increased class size.

At the January 27, 2009, meeting of the Board of Trustees, staff presented an action plan regarding State reimbursement issues for several RCCD construction projects. This plan, in response to cash flow issues with the State's Pooled Money Investment Account, was presented and approved by the Board. The Riverside Nursing/Science Building project was discussed and it was agreed the district would reconsider its position given construction would not commence for several months. On June 16, 2009, the Board agreed to submit to the State Chancellor's Office a letter advising it of the District's intent to utilize Measure "C" funds for the project in the event State reimbursement was not immediately available. If this "responsibility" letter had not been submitted, the Nursing/Science Building would not have been re-appropriated in the State's 2009-10 budget.

Bids for the Phase 1 portion of the projects were opened on August 27, 2009. The architect's estimate for this portion of the work was \$17,830,000, but bids were received totaling \$10,357,556, a forty-two percent (42%) savings. In order to utilize classroom space in the fall of 2011, the construction activities must begin by October 2009. The Pooled Money Investment Board sold bonds in October, and although the State plans to have funds for reimbursement through the first year of construction, there is no certainty that funds will be available during the second year of construction. Staff recommended the Board approve award of bids contingent upon the State Chancellor's approval of Phase I bids and proceed with construction to maximize available State funds and meet the student occupancy schedule.

Bids for the Phase II portion of the project were opened on October 29, 2009. The construction manager has reviewed the bids and has checked references which were found to be satisfactory. The architect's estimate for the Phase II portion of the work was \$40,738,000, however bids received totaled \$29,840,121, a twenty-seven percent (27%) savings. Attached for the Board's review (Exhibit I) is a listing of the lowest responsible bidders for Phase II of the construction contracts for the Riverside Nursing/Science Building project received on October 29, 2009. Exhibit II, also attached, is a bid tabulation consisting of Phase I and Phase II construction contracts totaling \$40,197,677.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: November 17, 2009

Subject: Riverside Nursing/Science Building Project (Phase II) - Update and Award of Bids (continued)

Utilizing the same logic as in the preceding paragraph, staff, once again, cautiously recommends the Board award bids in the total amount of \$29,840,121 contingent upon the State Chancellor's approval of Phase II bids and then proceed with construction accordingly.

To be funded from the Board approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the award of bids contingent upon the State Chancellor's approval of bids for the Phase II portion of the Riverside Nursing/Science Building project in the total amount of \$29,840,121 identified in Exhibit I, and authorize the Vice Chancellor, Administration and Finance to sign the associated agreements.

Gregory W. Gray
Chancellor

Prepared by: Jan Muto
President
Riverside City College

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

James L. Buysse
Vice Chancellor
Administration and Finance

Norm Godin
Vice President Business Services
Riverside City College

Exhibit I

Riverside Community College District

**TOPIC: AWARD CONSTRUCTION CONTRACTS (Group 2) rev-1
 NURSING/SCIENCES BUILDINGS**

DATE: November 16, 2009

BACKGROUND INFORMATION

In accordance with Article 1.2.10 of the Construction Management contract approved by the RCCD Board of Trustees, Barnhart, Inc. advertised for the construction contracts and recommends awarding contracts to the lowest responsible bidders. This is the second group of bids received on October 29th, 2009 which includes the revised plans and specifications to comply with LEED Certification.

Construction bids were received and publicly opened on October 29, 2009. Barnhart recommends awarding construction contracts to the lowest responsible bidders as follows:

Package	Bidder	City	Description	Total	Eng. Estimate
4	Marina Landscape	Anaheim	Landscaping, Irrigation, & Site Furnishings	\$405,300.00	\$600,000.00
6	Kretschmar & Smith	Riverside	Masonry, Stone Veneer, & Pavers	\$276,700.00	\$750,000.00
8	Roy E. Whitehead	Riverside	Casework, Countertops, Architectural Woodwork	\$389,000.00	\$890,000.00
9	Dow Diversified	Costa Mesa	Laboratory Equipment, Lab Casework & Lab Furnishings	\$1,956,200.00	\$2,400,000.00
10	Best Contracting	Gardena	Roofing & Waterproofing	\$649,694.00	\$740,000.00
11	Roy E. Whitehead	Riverside	Doors, Frames & Hardware	\$794,500.00	\$718,000.00
12	Perfection Glass	Lake Elsinore	Glass, Window Frames & Curtain Wall Systems	\$554,000.00	\$1,700,000.00
13	Sierra Lathing	Rialto	Lath & Plaster Systems	\$1,604,784.00	\$2,900,000.00
14	Advanced Systems	San Diego	Wall & Framing Systems, Drywall	\$3,256,000.00	\$5,100,000.00
15	United Contractors	San Bernardino	Metal Panel Systems, Sheet Metal, & Skylights	\$764,800.00	\$890,000.00
16	Premiere Tile	Monterey Park	Ceramic Tile	\$682,210.00	\$1,000,000.00
17	Continental Flooring	Rancho Cucamonga	Floor Coverings	\$425,126.00	\$840,000.00
18	Elljay Acoustics	Placentia	Acoustical & Metal Ceilings	\$468,866.00	\$480,000.00
19	Pecoraro	San Diego	Painting, High Performance Coatings & Wall Coverings	\$295,000.00	\$1,300,000.00
20	RVH Constructors, Inc	Ontario	General Works, Specialties, Furnishings, & Misc.	\$830,000.00	\$1,100,000.00
22	Alpha Mechanical	San Diego	HVAC/Controls	\$5,763,000.00	\$10,300,000.00
24	Interpipe Contracting	Santee	Plumbing	\$2,537,000.00	\$2,700,000.00
25	BEC, Inc Electrical Contractors	San Bernardino	Electrical, Fire Alarm, Security & Communications	\$7,000,000.00	\$5,100,000.00
26	Communication Wiring Specialty	San Diego	IT/SCS-Information Technology/Structured Cable Systems	\$805,266.00	\$740,000.00
27	Communication Wiring Specialty	San Diego	A.V.-Audio Visual	\$382,675.00	\$490,000.00

Exhibit I

Award Construction Contracts

Narrative of Recommendation:

Bid Package #4

Marina Landscape, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Marina Landscape, Inc.

Bid Package #6

Kretchmer & Smith, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Kretchmer & Smith, Inc.

Bid Package #8

Roy E. Whitehead, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Roy E. Whitehead, Inc.

Bid Package #9

Dow Diversified, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Dow Diversified, Inc.

Bid Package #10

Best Contracting Services, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Best Contracting Services, Inc.

Bid Package #11

Roy E. Whitehead, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. A bid protest was received from Construction Hardware Co stating the missing bonding qualification letter and that the Noncollusion Affidavit was missing the Notary signature and stamp. The Notary signature and stamp were attached to the Noncollusion Affidavit. Given that no bid advantage could have been gained from not having the letter, Barnhart recommends that this irregularity be waived and award made to Roy E. Whitehead, Inc.

Bid Package #12

Perfection Glass, Inc. was the low bidder and was responsive to all required documentation. There was a bid protest filed by Magik Glass and Door which claimed the four bidders (Perfection Glass, Sashco, Corona Aluminum, & Aragon) lower than Magik Glass were submitted by a corporation but had only one signature without a certified resolution of the corporate board of directors. The bid form provided to all bidders for all bid packages only provided space for one signature and the bid form from Perfection Glass included their corporate seal. Magic Glass also claimed that the same four bidders did not list a subcontractor to perform the fire rated sealants scope of work which Magik Glass claims requires a specialty contractor's license to perform this work. The fire rated sealants can be self performed and Perfection Glass was not required to list a subcontractor if the value of the work was not over 1/2 of one percent of the value of their bid. Given that no bid advantage could have been gained from not listing a subcontractor and that only one signature was included on the bid form, Barnhart recommends that this irregularity be waived and award made to Perfection Glass, Inc.

Bid Package #13

Sierra Lathing Company, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Sierra Lathing Company, Inc.

Exhibit I

Bid Package #14

Advanced Systems was the low bidder and was responsive to all required documentation except the bid form was missing the corporate seal. The corporate seal was provided on all other bid documents. Given that no bid advantage could have been gained from not having the corporate seal on the bid form at bid time, Barnhart recommends that this irregularity be waived and award made to Advanced Systems.

Bid Package #15

United Contractors was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to United Contractors.

Bid Package #16

Premiere Tile & Marble was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Premiere Tile & Marble.

Bid Package #17

Continental Flooring, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Continental Flooring, Inc.

Bid Package #18

Elljay Acoustics, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Elljay Acoustics, Inc.

Bid Package #19

Pecoraro, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder Pecoraro, Inc.

Bid Package #20

RVH Constructors, Inc. was the low bidder and was responsive to all required documentation. Therefore, Barnhart recommends award to the low bidder RVH Constructors, Inc.

Bid Package #22

The low bidder (West-Tech Mechanical, Inc.) provided inadequate experience over the last three years of similar nature completed projects in the references include with their bid. The budgets listed for the projects on their references were also substantially lower than the requirements of having a budget of at least 70% of that for the project being bid as required by the bid documents. The second low bidder, Alpha Mechanical Heating & Air Conditioning, Inc. was responsive to all required documentation. Therefore, Barnhart recommends disqualifying West-Tech Mechanical, Inc. and award to the second low bidder Alpha Mechanical Heating & Air Conditioning, Inc.

Bid Package #24

Interpipe Contracting, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Interpipe Contracting, Inc.

Bid Package #25

Barnhart has reviewed the bid documents for Bid Package #25 and have deemed the bids from Tri-Power Electric, Landmark Electric and Gregg Electric as Non Responsive for the following reasons. Tri-Power Electric provided inadequate experience over the last three years for completed projects of similar nature and having a budget of at least 70% of that for the project being bid. Tri-Power Electric also did not list a subcontractor for the fuel storage system and independent testing company as required by the project Specifications, the Contract Bid Documents and Public Contract Code. Land Mark Electric did not list a subcontractor for the fuel storage system, Security and Fire Alarm Systems and independent testing company as required by the project Specifications, the Contract Bid Documents and Public Contract

Exhibit I

Code. Gregg Electric provided inadequate experience over the last three years for completed public works projects of similar nature and having a budget of at least 70% of that for the project being bid. Based on the above information, Barnhart recommends award to the fourth lowest bidder BEC Inc which is responsive to all required documentation.

Bid Package #26

The low bidder (Anderson Howard Electric, Inc.) does not carry the required C-7 specialty license as required by the bid documents. The second low bidder, Communications Wiring Specialty, Inc. does carry the required specialty C-7 license which is acceptable for this work. Communications Wiring Specialty, Inc. was responsive to all required documentation except the bonding qualification letter. The letter has now been provided and is valid. Given that no bid advantage could have been gained from not having the letter at bid time, Barnhart recommends that this irregularity be waived and award made to Communications Wiring Specialty, Inc.

Bid Package #27

Communications Wiring Specialty, Inc. was the low bidder and was responsive to all required documentation except the bonding qualification letter and the references listed had no budget to confirm the requirement of having a budget of at least 70% of that for the project being bid. The letter has now been provided and is valid. They have since provided the budgets for the referenced projects and they do comply with the requirements. Given that no bid advantage could have been gained from not having the letter at bid time or the budgets of the referenced projects, Barnhart recommends that this irregularity be waived and award made to Communications Wiring Specialists, Inc.

Recommended Action

Approval of the above recommended contract awards for the second group of bids for the RCC Nursing/Sciences Bldg. project.

Submitted by: Larry Caprio
Project Manager
Barnhart, Inc.

Exhibit II

BID TABULATION FORM NURSING/SCIENCE BUILDING - RIVERSIDE CITY CAMPUS



COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Bid Package #1 - Demolition & Site Clearing												260,000.00
Crew	\$76,000.00 Yes											
DOA	\$87,500.00 Yes											
Oaktree Const.	\$119,000.00 Yes											
Sean Maibk	\$129,000.00 Yes											
Specialized Env.	\$177,000.00 Yes											
Readyway Eng.	\$189,660.00 Yes											
Bid Package #2 - Earthwork, Asphalt Paving												390,000.00
E-Anderson	\$146,100.00 Yes											
McKenna Eng.	\$166,000.00 Yes											
Crew	\$242,000.00 Yes											
James McMain	\$242,900.00 Yes											
DOA	\$290,000.00 Yes											
Edmerson Const	\$319,980.00 Yes											
Mountain Movers	\$379,900.00 Yes											
Sean Maibk	\$380,000.00 Yes											
So. Cal Grading	\$397,000.00											
Bid Package #3 - Site Utilities, SWPPP												650,000.00
Quipcon	\$713,670.00 Yes											
Christianson Pipeline	\$732,900.00 Yes											
Sandval & Johnson	\$753,096.00 Yes											
Continental Plumbing	\$882,346.00 Yes											
Temecula Mechanical	\$893,300.00 Yes											
Jacobsson	\$909,200.00 Yes											
Genesis	\$949,000.00 Yes											
Interpipe	\$986,700.00 Yes											
Empressan	\$1,049,486.00 Yes											
Atlas Allied	\$1,115,000.00 Yes											
Fischer	\$1,154,000.00 Yes											
Bid Package #4 - Landscape, Irrigation, Site Furnishings												\$600,000.00
Mainira	\$406,000.00 Yes											
Agave	\$519,648.00 Yes											

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Pelina	\$634,000.00	Yes										
DMA Greencare	\$427,760.00	Yes										
Bid Package #5 - Site and Building Concrete												
Rayco	\$4,320,000.00	Yes										6,900,000.00
KAR	\$3,183,166.00	Yes										
Rocky Coast	\$3,502,200.00	Yes										
H-B Pacific	\$3,632,000.00	Yes										
Edge	\$3,800,000.00	Yes										
Structure West	\$3,894,000.00	Yes										
EH	\$4,146,000.00	Yes										
Tusell	\$4,427,427.00	Yes										
Precision	\$4,670,700.00	Yes										
M.D. Galt	\$4,944,000.00	Yes										\$750,000.00
Bid Package #6 - Masonry, Stone Veneer & Pavers												
Industrial Masonry	\$564,000.00	Yes										
New Dimension	\$504,880.00	Yes										
Blackbox	\$819,500.00	Yes										
K&S	\$276,700.00	Yes										
Bid Package #7 - Structural Steel, Misc Steel & Temp. Construction Elevator												
Columbia Steel	\$4,624,000.00	Yes										8,000,000.00
AGB Towers	\$4,655,160.00	Yes										
White Flange Steel	\$5,272,168.00	Yes										
Amtrak	\$5,347,240.00	Yes										
Mountain State Steel	\$5,764,757.00	Yes										
Blazing	\$6,499,000.00	Yes										
Bid Package #8 - Casework, Countertops, Architectural Woodwork												
Roy Whitehead	\$589,000.00	Yes										\$890,000.00
K&Z Cabinet	\$688,100.00	Yes										
Lozano	\$670,850.00	Yes										
SEC	\$497,386.00	Yes										
Bid Package #9 - Laboratory Equipment, Lab Casework & Lab Furnishings												
LOGANO	\$2,044,476.00	Yes										\$2,400,000.00
Advanced Lab Concepts	\$2,198,000.00	Yes										
ISEC	\$2,055,299.00	Yes										
Dow Diversified	\$1,666,200.00	Yes										
Bid Package #10 - Roofing & Waterproofing												
												\$740,000.00

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Public Builders	\$769,000.00	Yes										
Stone Roofing	\$710,640.00	Yes										
Best Contracting Services	\$849,694.00	Yes										
Bid Package #11 - Doors, Frames & Hardware												
Construction Hardware	\$805,000.00	Yes	\$14,445.00	15,630	3,851	0	4,754	12,981	0	0	15,431	
ISEC	\$972,190.00	Yes	\$0.00	23,990	9,380	0	0	0	0	0	116,500	
Roy Whitehead	\$794,500.00	Yes	\$50,000.00	1,500	13,000	0	9,000	20,000	0	0	36,000	
Inland Bldg. Construction	\$849,800.00	Yes	\$13,000.00	14,000	2,000	0	3,000	11,000	0	0	14,000	
Montgomery Hardware	\$824,870.00	Yes	\$24,462.00	1,150	7,536	0	7,209	11,481	0	0	19,758	
S&G Door Products	\$803,908.00	Yes	\$7,525.00	1,680	3,860	0	5,060	14,480	0	0	12,425	
Bid Package #12 - Glass, Window Frames & Curtain Wall Systems												
Roy Whitehead	\$1,337,275.00	Yes										
Majik Glass	\$719,531.00	Yes										
Best Contracting	\$1,029,892.00	Yes										
Argon	\$979,000.00	Yes										
Perfection Glass	\$854,000.00	Yes										
Sashco	\$825,000.00	Yes										
Corona Aluminum	\$961,000.00	Yes										
Bid Package #13 - Lath & Plaster Systems												
CC Plastering	\$2,497,000.00	Yes										
Pulford Co	\$3,489,386.00	Yes										
Moway Thompson	\$2,904,729.00	Yes										
T-Mar Construction	\$2,640,000.00	Yes										
Frye Construction	\$1,796,000.00	Yes										
Sierra Lathing	\$1,604,764.00	Yes										
Caston	\$1,885,586.00	Yes										
SOI	\$1,384,844.00	Yes										
Best Interiors	\$1,806,210.00	Yes										
Bid Package #14 - Wall & Framing Systems, Drywall												
Best Interiors	\$4,189,500.00	Yes										
T-Mar Construction	\$4,531,840.00	Yes										
Advanced Systems	\$3,266,000.00	Yes										
SOI	\$4,025,630.00	Yes										
Caston	\$4,485,686.00	Yes										
Pulford Co	\$4,594,397.00	Yes										
Moway-Thomson	\$6,803,986.00	Yes										
Sierra Lathing	\$3,821,192.00	Yes										
											\$	1,700,000.00
											\$	2,900,000.00
											\$	5,100,000.00

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
OC Plastering	\$4,327,000.00	Yes										\$ 890,000.00
Bid Package #15 - Metal Panel Systems, Sheet Metal & Skylights												
Challenger Sheetmetal	\$841,010.00	Yes										
Best Contracting	\$794,632.00	Yes										
United Contractors	\$764,800.00	Yes										
EMS Construction	\$1,049,000.00	Yes										
Crowler	\$814,968.00	Yes										
Bid Package #16 - Ceramic Tile												
Premiere Tile	\$692,210.00	Yes										\$ 1,000,000.00
Continental Tile	\$927,294.00	Yes										
Inland Pacific Tile	\$927,000.00	Yes										
Bid Package #17 - Floor Covering												
Continental Flooring	\$425,126.00	Yes										\$840,000.00
FloorTech America	\$466,894.00	Yes										
Hoover	\$475,000.00	Yes										
SOS Flooring Systems	\$557,845.00	Yes										
ProSpedra	\$547,800.00	Yes										
Bid Package #18 - Acoustical & Metal Ceilings												
Prefmed Ceilings	\$626,000.00	Yes										
Marlin Integrated	\$691,378.00	Yes										
Grant Installations	\$705,000.00	Yes										
Southcoast Acoustical	\$520,725.00	Yes										
Eljay	\$468,866.00	Yes										
Bid Package #19 - Painting, High Performance Coatings & Wall Coverings												
Alonso	\$310,155.00	Yes										
Sammons & Wood	\$346,343.00	Yes										
Fx Painting	\$737,000.00	Yes										
AJ Fiske	\$735,357.00	Yes										
Pecoraro	\$696,000.00	Yes										
CT Geogrou	\$678,000.00	Yes										
Best Quality	\$729,000.00	Yes										
Bid Package #20 - General Works, Specialties, Furnishings & Misc												
ISEC	\$829,159.00	Yes										
BVH	\$630,000.00	Yes										
Inland Bldg.	\$878,500.00	Yes										
Inland Empire	\$887,500.00	Yes										

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
Bid Package #21 - Elevators												
Inland Empire Acn. Speciality	\$8077,000.00	Yes										\$ 900,000.00
Inland Building Construction	\$914,000.00	Yes										
Mitsubishi	\$940,519.00	Yes										
EVH	\$669,000.00	Yes										
Bid Package #22 - HVAC Controls												
Alta Heating & Air	\$5,887,000.00	Yes										\$10,300,000.00
Couss	\$6,289,650.00	Yes										
Scorpio Enterprises	\$5,960,000.00	Yes										
Alpha Mech.	\$5,765,000.00	Yes										
Shadon Mech.	\$5,980,000.00	Yes										
West Tech Mech.	\$5,225,000.00	Yes										
Control Air	\$5,985,000.00	Yes										
ACH	\$6,200,000.00	Yes										
Bid Package #23 - Fire Protection												
UPI	\$466,000.00	Yes										\$ 730,000.00
Deart	\$466,000.00	Yes										
UG Tate	\$551,111.00	Yes										
A&D Fire Sprinkler	\$642,729.00	Yes										
Fischer	\$709,000.00	Yes										
Southwest Fire	\$731,900.00	Yes										
AI Fire Protection	\$739,000.00	Yes										
Kincaid	\$746,000.00	Yes										
Braslaw Eng.	\$823,000.00	Yes										
Bid Package #24 - Plumbing												
Kincaid Ind.	\$3,325,000.00	Yes										\$2,700,000.00
WFS Mech	\$4,121,100.00	Yes										
Alpha Mech	\$3,485,000.00	Yes										
DK Mech	\$3,785,500.00	Yes										
Innestate Plumbing	\$2,955,500.00	Yes										
DG Plumbing	\$2,665,995.00	Yes										
Desert Plumbing &	\$3,031,830.00	Yes										
Inland Mech. Construction	\$3,985,000.00	Yes										
Fischer, Inc.	\$2,679,000.00	Yes										
Manson Plumbing	\$3,190,000.00	Yes										
Interpipe Contracting	\$2,837,000.00	Yes										

Exhibit II

COMPANY	BASE BID	BID BOND	ALT. 1	ALT. 2	ALT. 3	ALT. 4	ALT. 5	ALT. 6	ALT. 7	ALT. 8	ALT. 9	Estimate
B.K. Macy	\$3,052,400.00	Yes										
Pro Craft	\$3,657,994.00	Yes										
J/N Ferraro	\$2,997,000.00	Yes										
Alt Package #26 - Electrical/Fire Alarm/Communications												
ED Enterprises	\$7,598,000.00	Yes	\$84,881.00	0	28,530.00	3,429	30,474.00	68,089.00	61,000	8,451.00	555,629.00	\$5,100,000.00
Champion	\$3,195,000.00	Yes	\$110,000.00	14,000	30,000	15,000	54,000	104,000	58,000	18,000	475,000	
Bergalactic	\$7,480,000.00	Yes	\$85,000.00	6,000	28,500	3,400	30,000	68,000	61,000	9,500	475,000	
Sunwest Elec	\$7,275,000.00	Yes	\$150,000.00	6,000	95,000	10,000	45,000	300,000	45,000	65,000	655,000	
Landmark Elec	\$5,690,000.00	Yes	\$89,900.00	0	32,500	4,000	32,500	87,000	65,000	12,500	678,000	
Dennison Elec	\$7,870,000.00	Yes	\$134,297.00	0	82,879	8,119	40,704	255,699	98,068	69,029	596,078	
Tti Power Elec	\$5,780,000.00	Yes	\$135,000.00	26,000	34,000	17,000	58,000	120,000	65,000	20,000	505,000	
Gregg Elec	\$8,879,000.00	Yes	\$145,000.00	0	88,000	8,500	49,000	270,000	45,000	61,000	600,000	
Dynasecric	\$3,198,282.00	Yes	\$130,000.00	11,288	70,500	4,330	161,200	201,500	57,400	77,595	580,000	
BEC	\$7,000,000.00	Yes	\$110,000.00	24,000	30,000	15,000	54,000	104,000	58,000	18,000	470,000	
Baker Elec	\$7,662,000.00	Yes	\$89,000.00	8,500	30,000	3,000	31,000	82,000	150,000	8,000	530,000	
Alt Package #28 - IT/SCS Information Technology Structured Cabling Systems												
Anderson HOWARD	\$719,983.00	Yes										
Vector Resource	\$638,013.11	Yes										
Comm Wiring Spec	\$805,266.00	Yes										
Alt Package #27 - AV, Audio Visual												
Comm. Wiring Spec	\$482,675.00	Yes										
Spentlar	\$508,174.90	Yes										
Total Responsive Bids Recommended to Award												\$40,197,677.00
Estimate												\$ 58,568,000.00

DATE
October 23, 2009

WITNESSED BY
Larry Caprio
Barthart - Heavy

11/19/2009

6 of 6

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No: VI-D-1

DATE: November 17, 2009

Subject: Master Agreement Between Riverside Community College District and
Riverside Community College District Foundation

Background: The Foundation, established in 1975, is a 501(c)(3) nonprofit organization whose mission is to support projects and programs that benefit students enrolled in classes at Riverside Community College District campuses or centers. A volunteer Board of Directors comprising 25 community leaders from Corona, Norco, Moreno Valley, and Riverside who share a commitment to meeting the needs of the District governs the organization. The Foundation attracts resources through cash, pledges, planned gifts and grants. The relationship between the Foundation and the District continues to be one of tremendous mutual benefit.

Current IRS regulations favor and our auditors strongly advise that Master Agreements be developed that clarify the relationship between colleges and universities and their foundations. The attached agreement has been reviewed by RCCD Finance and legal staff, and was approved by the Foundation Board of Directors at its September meeting.

Recommended Action: It is recommended that the Board of Trustees approve the Master Agreement, and authorize the Chancellor to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor, Public Affairs and Institutional Advancement

Amy Cardullo
Director, RCCD Foundation and Alumni Affairs

MASTER AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION

BACKGROUND

The Riverside Community College District Foundation is an independent nonprofit public benefit corporation established in 1975 exclusively for the benefit of Riverside Community College District and its students; it is not organized for the private gain of any person, but for educational purposes defined under the Nonprofit Public Benefit Corporation Law. It was a decision of the College to establish the Foundation as a 501(c)(3) organization to provide a mechanism for the acceptance of charitable gifts. Today, the Foundation serves as the overall fundraising organization for the Riverside Community College District. Its stated mission is as follows:

“The Riverside Community College District Foundation is a 501(c)(3) tax-exempt organization dedicated to advancing the academic excellence of the Riverside Community College District by attracting resources to assist the institution in meeting its objectives; and by encouraging and nurturing a variety of partnerships and alliances that will strengthen the College’s linkage with the communities it serves. Above all, the Foundation’s mission is to assist the District in providing quality education and access for its students. The District serves western Riverside County from three interrelated campuses in the cities of Riverside, Norco, and Moreno Valley.”

PURPOSE

The purpose of this Agreement is to establish a clear, concise understanding of the terms under which the Foundation will seek support for the District, and District shall provide support to the Foundation, and to establish other parameters of the mutually beneficial relationship between the District and the Foundation.

RECITALS

1. The District is a community college district of the State of California.
2. The Foundation is an independent, voluntary nonprofit corporation possessing a 501 (c) (3) federal income tax status.
3. The Foundation operates independently from the District with an elected Board of Directors as specified in the Foundation’s By-Laws.

TERMS AND CONDITIONS

1. Effective Date

This Agreement shall become effective when executed by duly authorized representatives of both parties and shall continue until such a time as amended by mutual agreement of the parties, or terminated by either party.

2. Commitment of the District

In consideration of the services provided by the Foundation as set forth below in paragraph 3, the District shall, but is not limited to:

a. Provide funding for Foundation staff positions, including workers' compensation and unemployment insurance, as well as all benefits provided to employees of the District.

b. Provide the Foundation with suitable office space and furnishings at the RCC Alumni House, pursuant to the Lease Agreement entered into between the parties in 2008, which includes maintenance and custodial services, liability and property insurance; computers, internet, telephone and information technology support for Colleague Advancement and maintenance of the District mailing and direct contact system.

c. Provide the Foundation with other internal services available to District staff, including marketing, information services, graphic design, web communications, food services and production/printing services.

d. Assist the Foundation in the provision of financial record keeping, disbursements, cash management and other auxiliary business services.

e. Provide the Foundation with database(s) when appropriate, public information support, and assist in coordinating external/internal fund raising efforts.

f. Provide funding for professional auditing services to the Foundation each year.

g. Provide strategic goals and objectives of the District, to guide and shape the programs and objectives of the Foundation.

3. Commitment of the Foundation

In consideration of the support and services provided by the District as set forth above, the Foundation shall, but is not limited to:

a. Serve as the overall fundraising organization for the District to seek, receive, hold and administer philanthropic gifts of cash, stock and property and make expenditures to or for the benefit of the District; thereby assisting in development and expansion the facilities and academic programs of the District for broader educational opportunities and service to students. Such gifts also include equipment, works of art, historical papers and documents, or any other

assets of value of any description to the District from sources other than those from which the District normally receives revenue. The receiving of gifts shall also be in accordance with District Board Policy and Administrative Procedure 3810, titled *Gifts*.

b. Develop and implement a strategic plan and associated campaign structures to solicit funds for identified District and campus/college initiatives, programs, endowments, scholarships and other projects of merit, based upon the needs of the District and in support of District and campus strategic plans.

c. Manage an active Planned Giving program, encouraging membership in the Foundation's Heritage Circle which recognizes and honors visionary individuals who have established an endowment or have named the RCCD Foundation as a beneficiary through a will, trust or other planned gift arrangement.

d. Develop alumni relations strategies and programs in cooperation with the District to promote private donations and support at the college/campus level.

e. Maintain a comprehensive mailing and direct contact system on behalf of the Foundation and the District to facilitate private giving, civic and community support, outreach, and advocacy efforts.

f. Act as trustee under any trust incidental to the principal objectives of the corporation and to receive, hold, administer and expend funds and property subject to such trust.

g. Actively seek private grants from foundations and corporations, working closely with the RCCD Grants Office, for approved projects/initiatives of the District/Campuses.

h. Produce an Annual Report, newsletter and other publications that will highlight activities undertaken on behalf of the District and its students.

i. Make contracts, through District processes, and do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation.

j. Participate whenever appropriate in District leadership activities, including the strategic planning process, at District and campus levels.

k. Represent the District whenever possible in activities in the communities served by the District, and at regional and statewide levels.

l. Provide advisory counsel and assistance to the District.

m. Hold and invest endowments and funds functioning as endowments on a long-term basis, in accordance with the Foundation's investment policy. Such instruments must be consistent with the terms of the gift instrument. Investment operation shall be conducted in accordance with prudent, sound practices to ensure that gift assets are protected and enhance and

that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Foundation's Board of Directors.

n. Provide errors and omissions insurance to cover the Foundation's Board of Directors.

o. Upon termination of this Agreement by either party, the Foundation will expend its net assets for the benefit of the District and its students, or transfer those net assets to the District for the benefit of its students.

VI. ALIGNMENT OF MUTUAL INTERESTS

The District and the Foundation agree that partnerships of the type described herein are mutually supportive of each other; therefore, for so long a period as this Agreement shall be in effect:

a. The Board of Directors of the Foundation shall include the Chancellor of the District as an *ex-officio* Director.

b. The Foundation shall not conduct activities that are contrary to the educational purposes, policies, procedures or interests of the District.

VII. TERMINATION

This Agreement may be terminated by either party without cause provided the terminating party offers the other 180 days advance written notice of the effective date of the termination.

VIII. GENERAL TERMS

a. Notwithstanding any and all verbal representations made by either party, this Agreement constitutes the entire Agreement between the parties whose duly authorized representatives have hereto affixed their signatures.

b. This Agreement is governed by and construed in accordance with the laws of the State of California.

c. 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.

d. Any modification or amendment of this Agreement will be effective only if it is agreed to in writing and signed by both parties.

e. At least every five (5) years, the parties shall review the terms of this Agreement and amend it, if necessary, to accommodate the needs of the parties at that time.

This Agreement has been read and agreed upon by the following representatives of both parties.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

RIVERSIDE COMMUNITY COLLEGE
DISTRICT FOUNDATION

By: _____
Gregory W. Gray
Chancellor

By: _____
Tom Kenney
President, Board of Directors

Date: _____

Date: _____

MINUTES OF THE BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING OF OCTOBER 6, 2009

Chairperson Figueroa called the committee to order at 6:00 p.m., in Board Room AD122, Riverside City College. CALL TO ORDER

Committee Members Present

Ms. Mary Figueroa, Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Ms. Janet Green, Vice President, Board of Trustees
Mr. Jose Medina, Member, Board of Trustees
Dr. Gregory W. Gray, Chancellor
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus
Dr. Richard Davin, Academic Senate Representative, Riverside City College
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley Campus
Dr. Dariush Haghighat, CTA Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Dr. Patrick Schwerdtfeger, Vice President, Academic Affairs,
Riverside City College
Ms. Ruth Adams, Director, Compliance, Contracts, and Legal Services

Guest(s) Present

Dr. James Buysse, Vice Chancellor, Administration and Finance
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Ms. Adams led the committee in reviewing Board Policies 3505B and 3280 being presented to the Board for first reading at the October 20th regular Board meeting. Discussion followed.

REVISED AND NEW BOARD
POLICIES – FIRST READING

The committee adjourned the meeting at 6:08 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF OCTOBER 6, 2009

Chairperson Green called the committee to order at 6:16 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Ms. Mary Figueroa, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Mr. Mark Takano, Secretary, Board of Trustees
Mr. Jose Medina, Board Member
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Dr. Carol Farrar, Academic Senate Representative,
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley Campus
Mr. Joe Eckstein, CTA Representative, Norco Campus
Mr. Gustavo Segura, CSEA Representative, Moreno Valley

Resource Persons Present

Dr. Gregory W. Gray, Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus
Dr. Patrick Schwerdtfeger, Vice President, Educational Services, Riverside City College

Guest(s) Present

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

Ms. Kauffman led the committee update on the Strategic Plan. Discussion followed.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT REPORT CARD ON
STRATEGIC PLAN 2008-2009

Dr. Loewenstein led the committee review of the design of the project and the tentative budget. Discussion followed.

NORCO SECONDARY EFFECTS
PROJECT

Mr. Williams led the committee review of the consultant agreements to augment the services and expertise of the department. Discussion followed.

CONSULTING SERVICES FOR THE
OFFICE OF FACILITIES PLANNING,
DESIGN AND CONSTRUCTION

The committee adjourned the meeting at 7:15 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF OCTOBER 6, 2009

Chairperson Takano called the committee to order at 7:19 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Mr. Jose Medina, Vice Chairperson
Ms. Janet Green, Vice President, Board of Trustees
Ms. Virginia Blumenthal, President, Board of Trustees
Ms. Mary Figueroa, Member, Board of Trustees
Dr. Jim Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Amber Casolari, CTA Representative, Riverside City College
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley Campus
Ms. Tamara Caponetto, CSEA Representative, Norco Campus
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus
Ms. Meghan Sheeran, ASRCCD Representative
Ms. Shari Yates, CTA Representative, Riverside City College

Resource Persons Present

Dr. Gregory W. Gray, Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction
Dr. Pat Schwerdtfeger, Vice President, Academic Affairs, Riverside City College
Mr. Richard Keeler, Director, Grants
Ms. Colleen Molko, Associate Director, Grants

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Mr. Williams led the committee's review of an amendment to a construction design services agreement that will be presented to the Board for approval at the October 20th regular Board meeting. Discussion followed.

RIVERSIDE NURSING/SCIENCE
BUILDING – DESIGN AMENDMENT –
GKK WORKS

Mr. Keeler and Ms. Molko presented an informational report about the development of grant procedures, along with a master list of intended grant proposals for the 2009-2010 academic year. Discussion followed.

Dr. Buysse led the committee's review of the District's 2009-2010 budget proposal. Discussion followed.

The committee adjourned the meeting at 8:31 p.m.

MASTER GRANT SUBMISSION
SCHEDULE FOR 2009-2010
COMPANY

2009-2010 BUDGET – PUBLIC
HEARING AND BUDGET ADOPTION

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF OCTOBER 6, 2009

Chairperson Medina called the committee to order at 6:11 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Jose Medina, Chairperson
Mrs. Janet Green, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Mr. Mark Takano, Secretary, Board of Trustees
Ms. Mary Figueroa, Board Member
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services and Operations
Ms. Patricia Avila, CTA Representative, Riverside City College
Dr. Richard Davin, Academic Senate Representative, Riverside City College
Dr. Travis Gibbs, Academic Senate Representative, Moreno Valley Campus
Ms. Dina Humble, Academic Senate Representative, Norco Campus
Dr. Chris Rocco, CTA Representative, Moreno Valley Campus
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Gregory W. Gray, Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Patrick Schwerdtfeger, Vice President, Academic Affairs, Riverside City College

Guest(s) Present

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

Dr. Maghroori led the review of the District Mission Statement that the Board will be asked to reaffirm at the October 20th regular Board meeting. Discussion followed.

RIVERSIDE COMMUNITY
COLLEGE DISTRICT MISSION
STATEMENT

The committee adjourned the meeting at 6:13 p.m.

ADJOURNED