



**Board of Trustees - Regular Meeting Tuesday,  
September 20, 2011 6:00 PM - O. W. Noble  
Administrative Center, Board Room AD 122,  
Riverside City College, 4800 Magnolia Avenue,  
Riverside, California 92506**

**ORDER OF BUSINESS**

**Pledge of Allegiance**

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

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 as far in advance of the meeting as possible

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

- I. APPROVAL OF MINUTES
  - A. [Minutes of the Board of Trustees Regular/Committee Meeting of August 2, 2011](#)  
*Recommend approving minutes prepared for the August 2, 2011 Regular/Committee Meeting.*
  - B. [Minutes of the Board of Trustees Regular Meeting of August 16, 2011](#)  
*Recommend approving minutes prepared for the August 16, 2011 Regular meeting.*
- II. PUBLIC HEARING (NONE)
- III. CHANCELLOR'S REPORTS
  - A. [Chancellor's Communications](#)  
*Information Only*
  - B. [Presentation to Recognize Skills USA National Competition Winners](#)  
*Information Only*
  - C. [Information on Dispersing Financial Aid through Sallie Mae](#)  
*Information Only*
  - D. [Presentation on CLIP Grant](#)  
*Information Only*
  - E. [School for the Arts Naming Recognition](#)  
*Recommend approving the naming of the School for the Arts to be the Henry W. Coil, Sr., and Alice Edna Coil School for the Arts.*
  - F. [Endorsement of a New Major Gifts Campaign](#)  
*Recommend endorsing and supporting the Invest in Excellence: 100 @ 100 Campaign leading up to the 100th Anniversary Celebration in 2016.*
  - G. [Purchase, Sale and Use Agreement for 100 parking spaces at Fox Entertainment Plaza with the City of Riverside.](#)  
*Recommend approving the Purchase, Sale and Use Agreement for 100 parking spaces at Fox Entertainment Plaza Parking Structure with the City of Riverside.*
  - H. [Future Monthly Committee Agenda Planner and Annual Master Planning Calendar](#)  
*Information Only*
- IV. STUDENT REPORT
- V. COMMENTS FROM THE PUBLIC
- VI. CONSENT AGENDA ACTION
  - A. Diversity/Human Resources

1. **Academic Personnel**  
*Recommend approving/ratifying academic personnel actions.*
  2. **Classified Personnel**  
*Recommend approving/ratifying academic personnel actions.*
  3. **Other Personnel**  
*Recommend approving/ratifying other personnel actions.*
- B. District Business
1. **Purchase Order and Warrant Report - All District Resources**  
*Recommend approving/ratifying Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.*
  2. Budget Adjustments (None)
  3. Resolution(s) to Amend Budget (None)
  4. Contingency Budget Adjustments (None)
  5. Bid Awards
    - a. **Purchase of Information Technology Goods and Services from Nexus IS, Inc., Utilizing the California Multiple Award Schedules (CMAS) Contract Nos. 3-09-70-0163AE and 3-09-70-0163AC**  
*Recommend approving the purchase of information technology goods and services from Nexus IS, Inc., utilizing CMAS Contract Nos. 3-09-70-0163AE and 3-09-70-0163AC.*
    - b. **Purchase of Science Supplies, Equipment, Furniture, Services and Related Science Instructional Items from Fisher Science Education, Utilizing the U.S. Communities Government Purchasing Alliance Contract No. 08-04026**  
*Recommend approving the purchase of science supplies, equipment, furniture, services and related science instructional items from Fisher Science Education, using the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 08-04026.*
    - c. **Purchase Maintenance, Repair and Operating Commodities and Related Services from Home Depot U.S.A., Inc., Utilizing the U.S. Communities Government Purchasing Alliance Contract No. 11019**  
*Recommend approving the purchase of maintenance, repair and operating commodities and related services from Home Depot U.S.A., Inc., using the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 11019.*
    - d. **Purchase of Science Supplies and Chemicals from Sargent-Welch, Utilizing Competitively Bid Los Angeles Unified School District (LAUSD) Contract No. 0950190**  
*Recommend approving the purchase of science supplies and chemicals from Sargent-Welch, utilizing competitively bid Los Angeles Unified School District (LAUSD) Contract No. 0950190.*
    - e. **Purchase of Science Lab Equipment and Supplies from VWR International, Utilizing Western States Contracting Alliance (WSCA) Contract No. SBPO1337**  
*Recommend approving the purchase of science lab equipment and supplies from VWR International, utilizing WSCA contract number SBPO1337.*
    - f. **Purchase Information Technology Goods and Services from Presidio Networked Solutions, Utilizing the California Multiple Award Schedules (CMAS) Contract No. 3-11-70-2834A**  
*Recommend approving the purchase of information technology goods and services from Presidio Networked Solutions, utilizing CMAS Contract No. 3-11-70-2834A.*
    - g. **Purchase of Educational, Computer and Training Furniture from Spectrum Industries, Inc., Utilizing Competitively Bid Premier Educational Purchasing Program for Microcomputers Contract**  
*Recommend approving the purchase of educational, computer and training furniture from Spectrum Industries, Inc., utilizing competitively bid Premier Educational Purchasing Program for Microcomputers (PEPPM) Contract.*
    - h. **Rejection of All Bids - Moreno Valley Learning Gateway Building**  
*Recommend rejecting all bids listed; revise the scope of project to reflect available funding; and rebid the construction trade categories.*
    - i. **Nursing/Science Building Riverside City College**

*Recommend approving the award of bids and awarding to the lowest responsive/responsible bidders as long as the bids are within the project budget; and permitting project bid ratification at a subsequent Board of Trustees meeting.*

- j. [Purchase of Science Educational Equipment from Pasco Scientific, Utilizing Competitively Bid Los Angeles Community College District Contract No. 40137](#)

*Recommend approving the purchase of science educational equipment from Pasco Scientific, utilizing competitively bid Los Angeles Community College District (LACCD) Contract No. 40137.*

6. Grants, Contracts and Agreements

- a. [Contracts and Agreements Report Less than \\$78,900 - All District Resources](#)

*Recommend ratifying contracts totaling \$985,322.*

- b. [Amendment to Sub-Contract for Completion Counts Initiative with Alvord Unified School District](#)

*Recommend approving the amendment to the sub-contract.*

- c. [Amendment to Sub-Contract for Completion Counts Initiative with Riverside Unified School District](#)

*Recommend approving the amendment to the sub-contract.*

- d. [Contract Modification for Student Resource Services with Riverside County Office of Education](#)

*Recommend approving the modification to the contract.*

- e. [Song-Brown Contract for \\$80,000 for Nursing Students with Office of Statewide Health Planning and Development](#)

*Recommend approving the Song-Brown contract for \$80,000 for nursing students.*

- f. [Contract for Disabled Student Services Program Workability III Program with Department of Rehabilitation](#)

*Recommend approving the contract.*

- g. [Agreement to amend the Facilities Use and Lease Agreement with Child Care Amenity Group, the National Pediatric Support Services, Inc. and Alvord Unified School District](#)

*Recommend approving the agreement to amend the Facilities Use and Lease Agreement.*

- h. [First Amendment to Joint Use Agreement for Riverside Aquatics Complex with the City and County of Riverside](#)

*Recommend approving the First Amendment to Joint Use Agreement for Riverside Aquatics Complex with the City and County of Riverside.*

7. [Out-of-State Travel](#)

*Recommend approving out-of-state travel.*

8. Other Items

- a. [Notice of Completion](#)

*Recommend accepting the Moreno Valley College Lion's Parking Lot - Site Electrical Project as complete; approving the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works), and authorizing the Board President to sign the Notice.*

VII. CONSENT AGENDA INFORMATION

- A. [CCFS-311Q - Quarterly Financial Status Report for the Quarter Ended June 30, 2011](#)

*Information Only*

VIII. BOARD COMMITTEE REPORTS

A. Governance

- 1. [Revised and New Board Policies - First Reading](#)

*Recommend accepting Board Policy 4000 for first reading; and recommend rescinding Board Policies 3029 and 8010.*

B. Teaching and Learning

- 1. [Proposed Curricular Changes](#)

*Recommend approving the curricular changes for inclusion in the catalogs and in the schedule of classes.*

C. Planning and Operations (None)

D. Facilities

- 1. [Amendment No. 2 with Facilities Planning and Program Services, Inc. for Consulting Services](#)

*Recommend approving the amendment using District Measure C funds.*

2. [Amendment No. 1 with WWCOT for the Student Academic Services Facility - Phase III](#)

*Recommend approving the amendment for design upgrade of the electric power system for the project.*

3. [Status of Bidders for Project Labor Agreement](#)  
*Information Only*

E. Resources

1. [Change Order for Wheelock Gymnasium, Seismic Retrofit Project](#)

*Recommend approving change orders with Pro Craft Plumbing Company for this project.*

2. [Change Orders for Nursing/Science Building Project](#)

*Recommend approving change orders with Roy E. Whitehead for the project.*

3. [Tentative Project Budget for Emergency Phone Repairs at Moreno Valley College](#)

*Recommend approving the tentative project budget and allocate \$450,000 of Measure C Program Reserve.*

IX. ADMINISTRATIVE REPORTS

- A. Vice Chancellors
- B. Presidents

X. ACADEMIC SENATE REPORTS

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

XI. BARGAINING UNIT REPORTS

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

XII. BUSINESS FROM BOARD MEMBERS

- A. [Update from Members of the Board of Trustees on Business of the Board](#)  
*Information Only*

XIII. CLOSED SESSION

- A. [Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release](#)

*Recommended Action to be Determined*

- B. [Pursuant to Governmental Code Section 54956.9\(a\), conference with legal counsel - Existing Litigation - HP Construction vs. RCCD.](#)

*Recommended Action to be Determined*



## Agenda Item (I-A)

Meeting	9/20/2011 - Regular
Agenda Item	Approval of Minutes (I-A)
Subject	Minutes of the Board of Trustees Regular/Committee Meeting of August 2, 2011
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustee review and approve the minutes prepared for the August 2, 2011 Regular/Committee meeting.

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### Background Narrative:

Minutes of the Board of Trustees Regular/Committee Meeting of August 2, 2011, are presented to the Board.

Prepared By: Greg Gray, Chancellor  
Kathy Tizcareno,

### Attachments:

[August 2, 2011 Minutes](#)

MINUTES OF THE BOARD OF TRUSTEES REGULAR  
AND COMMITTEE MEETINGS OF THE GOVERNANCE,  
TEACHING AND LEARNING, PLANNING AND OPERATIONS,  
FACILITIES AND RESOURCES COMMITTEES  
OF AUGUST 2, 2011

President Green called the Board of Trustees meeting to order at 6:00 p.m., in the Center for Student Success, Room 217, Norco College, Norco, California.

CALL TO ORDER

Trustees Present

Virginia Blumenthal, Board Member  
Sam Davis, Board Member  
Mary Figueroa, Secretary  
Janet Green, President  
Nick Bygon, Student Trustee

Trustees Absent

Mark Takano, Vice President

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Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Cynthia Azari, President, Riverside City College  
Dr. Tom Harris, Acting President, Moreno Valley College  
Dr. Lisa Conyers, Vice President, Academic Affairs, Moreno Valley College  
Ms. Diane Dieckmeyer, Interim Vice President, Academic Affairs, Norco College  
Ms. Chris Carlson, Chief of Staff  
Mr. Aaron Brown, Associate Vice Chancellor, Finance  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations

Norco College Student George Escutia, Jr. led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Blumenthal/Figueroa, moved that the Board of Trustees approve the absence of Trustee Mark Takano from the meeting on Tuesday, August 2, 2011, as provided for in Education Code Section 35120 paragraph (d). Motion carried. (4 ayes, 1 absent [Takano])

Trustee Compensation

CHANCELLOR'S REPORTS

Figueroa/Davis, moved that the Board of Trustees approve the construction trade bids for categories 2, 4, 5, 6, 8 and 10 for the project located within the Market Street Properties in the total amount of \$1,220,544; and approve budget augmentation in the amount of \$200,000. Motion carried. (4 ayes, 1 absent [Takano])

Bid Awards and Budget  
Augmentation for Citrus Belt  
Savings and Loan Gallery Project

Blumenthal/Figueroa, moved that the Board of Trustees adopt Resolution No. 01-11/12 recognizing Jerry Tarkanian at his 81st birthday. Motion carried. (4 ayes, 1 absent [Takano])

Resolution No. 01-11/12  
Recognizing Jerry Tarkanian

Norco College Student George Escutia, Jr. made comments regarding the presidential search at Norco College.

COMMENTS FROM THE PUBLIC

The Board adjourned for recess at 6:24 p.m. and reconvened at 6:28 p.m.

RECESSED/RECONVENED

The Governance Committee Chair Mary Figueroa convened the meeting at 6:29 p.m. Committee members in attendance: Chancellor Gregory Gray; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Travis Gibbs (District and Moreno Valley College); and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Nick Bygon (RCCD), Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Julie Pehkonen.

GOVERNANCE COMMITTEE

Ms. Carlson led the discussion regarding the district's options in considering the change from at-large elections to district/ward based elections for compliance with the intent of the California Voting Rights Act. Discussion followed.

Presentation on Redistricting and the California Voting Rights Act.

Ms. Carlson provided the committee with information on various electronic voting platforms that the Board may consider using. Discussion followed.

Information on Electronic Voting Board Systems

The committee adjourned the meeting at 7:00 p.m.

Adjourned

The Teaching and Learning Committee Chair Sam Davis convened the meeting at 7:01 p.m. Committee members in attendance: Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College); Dr. Travis Gibbs (District and Moreno Valley College), and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Nick Bygon (RCCD); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Diane Dieckmeyer.

TEACHING AND LEARNING COMMITTEE

Dr. Maghroori led the discussion of the Mental Health Fellowship program award in the amount of \$167,022 from the Office of Statewide Planning Development which will be presented to the Board for ratification at the August 16<sup>th</sup> regular Board meeting. Discussion followed.

Award of Mental Health Fellowship Program

Dr. Maghroori and Dr. Conyers led the committee review of the District's early and middle college high school programs. Discussion followed.

Presentation on Update on Early and Middle College High School Programs

The committee adjourned at 7:30 p.m.

Adjourned

The Planning and Operations Committee Chair Janet Green convened the meeting at 7:31 p.m. Committee members in attendance: Ms. Chris Carlson, Chief of Staff; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Travis Gibbs (District and Moreno Valley College) and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Kushang Patel (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Mr. Carlos Torres.

PLANNING AND OPERATIONS COMMITTEE

Mr. Orin Williams and Mr. Franco Brown, Project Designer of LPA Architects led the committee review of the proposed façade design plans for the Culinary Arts Academy and District Office Building. The Board will select and approve the façade design at the August 16<sup>th</sup> Board meeting. Discussion followed.

Review and Design Selection for Culinary Arts Academy and District Office Building

The committee adjourned at 8:30 p.m.

Adjourned

President Green convened the meeting at 8:31 p.m. Committee members in attendance: Dr. James Buysse, Vice Chancellor, Administration and Finance; Academic Senate Representatives: Dr. Sharon Crasnow (Norco College), Dr. Travis Gibbs (District and Moreno Valley College) and Mr. Lee Nelson (Riverside City College); ASRCCD Representative: Mr. Francisco Ramos, (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Representative: Ms. Nancy Melendez.

RESOURCES COMMITTEE

Dr. Buysse led the discussion of the FY 2011-12 State Budget for the California Community Colleges and the implications thereof for RCCD; and notice of public hearing that will be presented to the Board for approval at the on August 16<sup>th</sup> regular meeting. Discussion followed.

FY 2011-12 Budget Update

The committee adjourned at 9:30 p.m.

Adjourned

The Board adjourned to closed session at 9:30 p.m., pursuant to Government Code Section 54957, public employee discipline/dismissal/release, and Government Code Section 54956.8, conference with real property negotiator; properties known as APN 486-300-011, APN

CLOSED SESSION



486-320-007, and APN 486-310-032. Agency Negotiator:  
Chancellor Gray.

The Board reconvened to open session at 10:05 p.m.  
announcing that:

RECONVENED/OPEN SESSION

The Board of Trustees took action to dismiss a  
regular academic employee of the District (4 ayes, 1  
absent [Takano]); and

The Board of Trustees took action to dismiss an  
additional academic employee of the District (4 ayes,  
1 absent [Takano]).

The Board adjourned the meeting at 10:06 p.m.

ADJOURNMENT



## Agenda Item (I-B)

Meeting	9/20/2011 - Regular
Agenda Item	Approval of Minutes (I-B)
Subject	Minutes of the Board of Trustees Regular Meeting of August 16, 2011
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustee review and approve the minutes prepared for the August 16, 2011 Regular meeting.

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### Background Narrative:

Minutes of the Board of Trustees Regular Meeting of August 16, 2011 are presented to the Board.

Prepared By: Greg Gray, Chancellor  
Kathy Tizcareno,

### Attachments:

[August 16, 2011 Minutes](#)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF AUGUST 16, 2011

President Green called the regular meeting of the Board of Trustees to order at 6:00 p.m., in Room 217 of the Center for Student Success, Norco College, 2001 Third Street, Norco College, Norco, California.

CALL TO ORDER

Trustees Present

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

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Staff Present

Dr. Gregory W. Gray, Chancellor  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Provost/Vice Chancellor, Educational Services  
Dr. Cynthia Azari, President, Riverside City College  
Dr. Debbie DiThomas, Interim President, Norco College  
Dr. Tom Harris, Acting President, Moreno Valley Collage  
Ms. Chris Carlson, Chief of Staff  
Mr. Aaron Brown, Associate Vice Chancellor, Administration and Finance  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations  
Dr. Lisa Conyers, Vice President, Academic Affairs, Moreno Valley College  
Dr. Sharon Crasnow, President, Academic Senate, Norco College

Norco College Student Michael Perez led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Figueroa/Takano moved that the Board of Trustees pull Business from Board Members Item No. XII. A. Presentation of Annual Report by Measure C Citizen's Bond Oversight Committee to be heard after Student Report Item IV. Motion carried (5 ayes)

MOTION TO AMEND THE AGENDA

Blumenthal/Takano moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee meeting of June 7, 2011. Motion carried. (5 ayes)

MINUTES OF THE  
REGULAR/COMMITTEE MEETINGS  
OF JUNE 7, 2011

Blumenthal/Davis moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of June 8, 2011. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL  
MEETING OF JUNE 8, 2011

Davis/Takano moved that the Board of Trustees approve the minutes of the regular meeting of June 21, 2011. Motion carried. (5 ayes)

MINUTES OF THE REGULAR MEETING OF JUNE 21, 2011

CHANCELLOR'S REPORTS

Presentations

Dr. DiThomas introduced Mr. Brady Kerr, Commercial Music Adjunct Instructor, who facilitated a presentation entitled Commercial Music Student Success which provided an overview of the Pro Tools Certification course at Norco College. Students Matthew Posner and Michael Perez commented on how the program has helped them attain the industry standard skills needed for a music production career. Gustavo Ocegüera, Associate Dean, Grants & College Support Programs and Dr. Greg Aycock, Dean, Student Success/Project Director Title V, gave an overview of the Step Ahead summer program.

Special Presentation – “Student Success Stories” – Dr. Debbie DiThomas

Blumenthal/Figueroa moved that the Board of Trustees approve Resolution No. 03-11/12 recognizing RCC Alumnus Adrian Dell Roberts upon the occasion of his 75th Birthday. Motion carried. (5 ayes)

Resolution No. 03-11/12  
Recognizing Dell Roberts at his 75<sup>th</sup> Birthday

Information Only

Chancellor Gray presented information on documents that are used to monitor and review upcoming action items or receive information items and presentations.

Future Monthly Committee  
Agenda Planner and Annual  
Master Planning Calendar

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

STUDENT REPORT

Moreno Valley College Students Mr. Kushang Patel and Mr. Francisco Ramos made comments on the Sallie Mae debit card.

COMMENTS FROM THE PUBLIC

Norco College Student Mr. George Escutia, Jr. made comments on the Sallie Mae debit card.

Ms. Christina Cover made comments on the Step Ahead Program at Norco College and noted that it was a positive experience and improved her course competency.

BUSINESS FROM BOARD MEMBERS

Mr. Jim Parsons introduced Mr. Richard Chavez, Vice Chair of the Citizens' Bond Oversight Committee and Student Rikkie Marie Hix, who provided information and details of the activities of the Committee during the past year. The Board received the Annual Report as an information item.

Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee

CONSENT ITEMS

Action

Figueroa/Takano moved that the Board of Trustees:

Approve the listed academic appointments, and assignment and salary adjustments; (Appendix No. 1)

Academic Personnel

Approve the amended listed classified appointments, and assignment and salary adjustments; (Appendix No. 2)

Classified Personnel

Approve the amended listed other personnel appointments, and assignment and salary adjustments; (Appendix No. 3)

Other Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$30,519,660 and District Warrant Claims totaling \$27,036,78; (Appendix No. 4)

Purchase Order and Warrant Report – All District Resources

Approve the purchase of office supplies from Reliable Office Solutions, using the competitively bid Mt. San Jacinto Community College District Contract No. 2010-10;

Purchase and Delivery of Office Supplies from Reliable Office Solutions, Utilizing Competitively Bid Mt. San Jacinto Community College District Contract No. 2010-101

Approve the purchase of janitorial supplies from Waxie Sanitary Supply, using WSCA contract number 102-5031-5;

Purchase Janitorial Supplies from Waxie Sanitary Supply, Utilizing the Western States Contracting Alliance (WSCA) Contract No. 102-5031-5

Ratify the award of bids for the construction project Categories 3 and 5-14;

Ratify the award of bids for the construction project Categories 1 and 3;

Ratify the contracts totaling \$1,859,546; (Appendix No. 5)

Approve the agreement with Riverside County Superintendent of Schools to provide the District with information technology support services related to the Galaxy System for the period July 1, 2011 through June 30, 2012;

Approve the contract with OD Music, Inc. for paymaster services for 2011-12 Performance Riverside productions for the term of September 6, 2011 through June 11, 2012;

Grant out-of-state travel requests; (Appendix No. 6)

Approve Resolution No.02-11/12 which establishes the 2011-2012 Gann Limit for the Riverside Community College District at \$179,953,617;

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. 7)

Motion carried. (5 ayes)

In accordance with Board Policy 7350, the Chancellor has accepted the resignations of the following: Mr. Rafael Alvarez, Senior Tool Room Assistant, effective December 14, 2011; Ms. Stefani Brooks, Administrative Assistant IV, effective July 14, 2011; Mr. Craig Paul, Assistant Manager, Food Services, effective August 1, 2011; Mr. Daniel Landin, College Receptionist (part-time), effective

Ratification of Bid Awards for the Moreno Valley College Dental Education Center – Categories 3 and 5-14  
Ratification of Bid Awards for the Citrus Belt Savings & Loan Art Gallery, Categories 1 and 3

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

Agreement for Information Technology Services with the Riverside County Superintendent of Schools

Contract for Paymaster Services for Performance Riverside with OD Music, Inc.

Out-of-State Travel

Resolution No. 02-11/12 for Appropriations Subject to Proposition 4 Gann Limitation

Surplus Property

Information

Separations

August 22, 2011; Dr. Leeshawn Moore, Institutional Research Specialist, effective July 28, 2011; Ms. Brandy Robb, Computer Laboratory Assistant, effective July 21, 2011; and Ms. Liané Stearns, Instructional Department Specialist, effective May 20, 2011.

## BOARD COMMITTEE REPORTS

### Teaching and Learning Committee

Davis/Takano moved that the Board of Trustees ratify the award from the Office of Statewide Planning and Development in the amount of \$167,022.00 for the continuation of the Mental Health Fellowship Program for the Physician Assistant graduates which will increase the enrollment from three to four students and fund stipends for students and faculty. Motion carried. (5 ayes)

Award of Mental Health Fellowship Program

### Planning and Operations Committee

Green/Figueroa moved that the Board of Trustees approve façade design option number two for the Culinary Arts Academy and District Office Building; and authorize the project to proceed with the selected building design. Motion carried. (5 ayes)

Review and Design Selection for Culinary Arts Academy and District Office Building

### Resources Committee

Takano/Figueroa moved that the Board of Trustees announce that: 1) the proposed 2011-2012 Budget will be available for public inspection beginning September 8, 2011, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at a Special Board meeting on September 13, 2011, to be followed by the adoption of the 2011-2012 Final Budget. It is further recommended that the Board authorize staff to issue the appropriate public notice relative to these dates. Motion carried. (5 ayes)

Budget Update for FY 2011-12 and Notice of Public Hearing on the 2011-12 Riverside Community College District Budget

## ACADEMIC SENATE REPORTS

Mr. Sal Soto presented the report on behalf of the District and Moreno Valley College.

Moreno Valley College

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

Norco College

BARGAINING UNIT REPORTS

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

CSEA – California Schools  
Employee Association

The Board adjourned the meeting at 8:23 p.m.

ADJOURNMENT





## Agenda Item (III-A)

Meeting 9/20/2011 - Regular

Agenda Item Chancellor's Reports (III-A)

Subject Chancellor's Communications

College/District District

Information Only

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### Background Narrative:

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

Prepared By: Greg Gray, Chancellor



## Agenda Item (III-B)

Meeting 9/20/2011 - Regular

Agenda Item Chancellor's Reports (III-B)

Subject Presentation to Recognize Skills USA National Competition Winners

College/District District

Information Only

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### Background Narrative:

Recognition of Skills USA National Competition winners.

Prepared By: Cynthia Azari, President, Riverside City College



## Agenda Item (III-C)

Meeting 9/20/2011 - Regular  
Agenda Item Chancellor's Reports (III-C)  
Subject Information on Dispersing Financial Aid through Sallie Mae  
College/District District  
Information Only

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### Background Narrative:

RCCD began using financial aid dispersion using Sallie Mae after a careful analysis of relevant issues and after district-wide consultation.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services

### Attachments:

[Why Did We Change to Sallie Mae?](#)

## **Why did we change to Sallie Mae?**

The progress of delivering financial aid funds to students is a very complex, yet, accountable process. The accountability is governed by financial aid regulations, the Department of Education, state, federal, and institutional auditors as well as a diverse student population.

Over the years, the process of dispersing funds has transitioned from a manual operation with students picking up their checks in person to a completely automated/electronic system with funds being available through the Sallie Mae MasterCard® Debit Card. This is a marked improvement as there have been challenges to disbursement which included stolen checks, stale dated checks, checks copied and cashed illegally, returned checks due to incorrect or outdated mailing addresses, lost checks and so forth. And, many students were faced with fees when they tried to cash checks at check-cashing locations.

As the transition was made to direct deposit, other issues arose. Some students had problems because they could not open a checking account or they provided the routing numbers of closed accounts or incorrect account information. While direct deposit was an improvement, Sallie Mae offers an even better way to disburse funds.

## **What are the benefits of the Sallie Mae MasterCard® Debit Card?**

Students will have online access to real time disbursement information through the Sallie Mae Client Solutions website. This will allow students to receive e-mail notifications of disbursements and allows access to view the disbursement information online, 24 hours a day, 7 days a week. Once the initial card is received by the student, all future disbursements will be loaded onto the card on the disbursement day. This card does not have to be renewed by the student each year. The Sallie Mae MasterCard® Debit Card is not attached to a checking or savings account which opens this opportunity to all of our students regardless of their past banking history. By using the debit card, students do not have to pay high fees at check cashing locations, do not have to worry about fraud, and will not have a mailing delay for their disbursements. Sallie Mae offers marketing assistance to the school, an online website for school operators to access student information, reports and queries to maximize the use of the card and has customer service available to students via a toll free phone number or the Internet. Other colleges on Sallie Mae have shown success including but not limited to, El Camino College, Orange Coast College, Copper Mountain College, Carson-Newman College, Golden West College, Sierra College, etc. A student can also off-load funds from the debit card into any US bank account without incurring a fee. If they choose that option, then they can perform all of their banking duties in their own personal checking/savings account including writing checks.

## **What are the charges?**

Sallie Mae waived the implementation fee for Riverside Community College District. There were no charges to the school for enhancements to our portal or system setup. There is no charge for the initial debit card to the student and no charge to the school to load a disbursement onto the card by Sallie Mae. If the student does not receive the initial card, we may request a waiver of the \$15 replacement fee for the student. If the student loses their Sallie Mae card after activation, there will be a \$15 charge to the student to replace the card. If the student chooses not to sign up for the debit card, they will be issued a paper check from Sallie Mae. There is a \$1.25 charge to the school, per check, per disbursement. If the student does not receive their check, there will be a \$15 charge to the school to stop payment on the check. Students will not be charged a surcharge fee when using the All Point ATMs. There are 1,111 Allpoint ATMs within a 50 mile radius of Moreno Valley College and 2,765 within 100 miles, 1,765 Allpoint ATMS within a 50 mile radius of Norco College and 2,735 within 100 miles, and 1,346 Allpoint ATMs within a 50

mile radius of Riverside City College and 2,692 within 100 miles. A listing of ATMs is available on the Sallie Mae website for students to review.

### **Was there a decision-making committee and who served on this committee?**

A district wide committee was formed to review and evaluate the benefits of this process:  
The committee consisted of:

Eugenia Vincent, Dean, Student Financial Services, Moreno Valley College  
Elizabeth Hilton, Director, Student Financial Services, Riverside City College  
Bill Bogle, Controller, Riverside Community College District  
Reyna Philp, Accounting Services Manager, Riverside Community College District  
Karen Wagner, Auxiliary Business Services Bookkeeper, Riverside Community College District  
Chris Pearne, Auxiliary Business Services Bookkeeper, Riverside Community College District  
Elva Garcia, Student Financial Services Support Specialist, Riverside City College  
Lucy Valenzuela, Applications Support Technician, Riverside Community College District  
Rick Herman, Director, Software Development, Riverside Community College District  
Joe Escoto, Business Systems Analyst, Riverside Community College District  
Monica Green, Dean of Student Services, Norco College

After reviewing services offered by Sallie Mae, Higher One, Springbok, and Wells Fargo, their sales and marketing departments made presentations to the committee. After hearing all the presentations from each of the vendors and a Q & A session from all aspects of the committee to each of the vendors, it was determined that the other institutions did not offer this kind of service and a decision was made to go with Sallie Mae.

### **What is currently happening with the Sallie Mae MasterCard® Debit Card?**

As of August 17, 2011, 10,238 students have signed up to receive their financial aid disbursements utilizing the Sallie Mae MasterCard® Debit Card. The students that have not signed up have been or will be issued a check. Unfortunately, some checks to date have been returned due to bad/incorrect addresses resulting in delays and the additional method of delivering funds to students results in a \$1.25 per check fee to the college.

### **What is our Statement of Accountability?**

The mission of the financial aid staff is to administer all financial aid funds accordingly within the regulations and guidelines to the point of disbursement and balancing to the Department of Education. The application process of federal aid is online and becoming more automated annually. Our goal is to work effectively and efficiently and in a manner which takes advantage of automation to the extent possible in an effort to meet the needs of our students and to comply with the Department of Education's guidelines, restrictions, and expectations.



## Agenda Item (III-D)

Meeting 9/20/2011 - Regular  
Agenda Item Chancellor's Reports (III-D)  
Subject Presentation on CLIP Grant  
College/District Riverside  
Information Only

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### Background Narrative:

Riverside Communities Learning in Partnership (CLIP), now known as "Completion Counts," is a citywide initiative to increase the college-going and college completion rate of Riverside youth and young adults between the ages of 16-26 years old. This initiative is supported by the Bill and Melinda Gates Foundation grant for \$3 million over a three-year period.

The community partnership, housed at Riverside City College, includes Alvord and Riverside unified school districts, the Riverside Mayor's Office, UC Riverside, the Greater Riverside Chambers of Commerce and several other education, business and community based groups.

Prepared By: Cynthia Azari, President, Riverside City College  
Shelagh Camak, Executive Dean, Workforce & Resource Development

### Attachments:

[092011\\_CLIP\\_Grant\\_Presentation](#)



**Completion Counts - A Riverside Learning Partnership**

Riverside City College  
September 20, 2011

# BILL & MELINDA GATES FOUNDATION

**\$3 million grant** for Riverside Initiative  
focused on 16-26 year olds

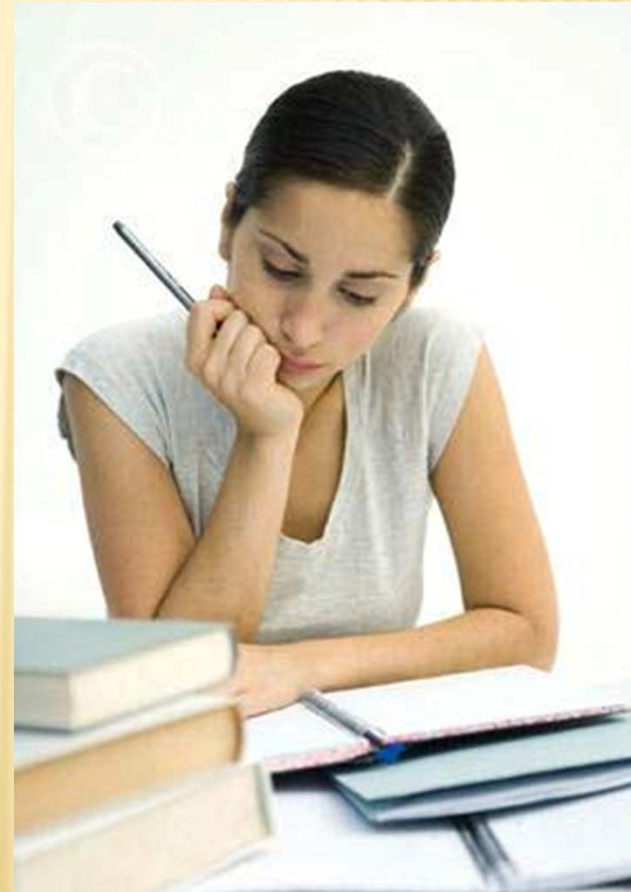
- × Increase **college preparation**
- × Increase **college-going**
  - × UC, CSU, CCC and private institutions
  - × Promote all postsecondary options
- × Increase **college completion**
  - × Degrees and certificate





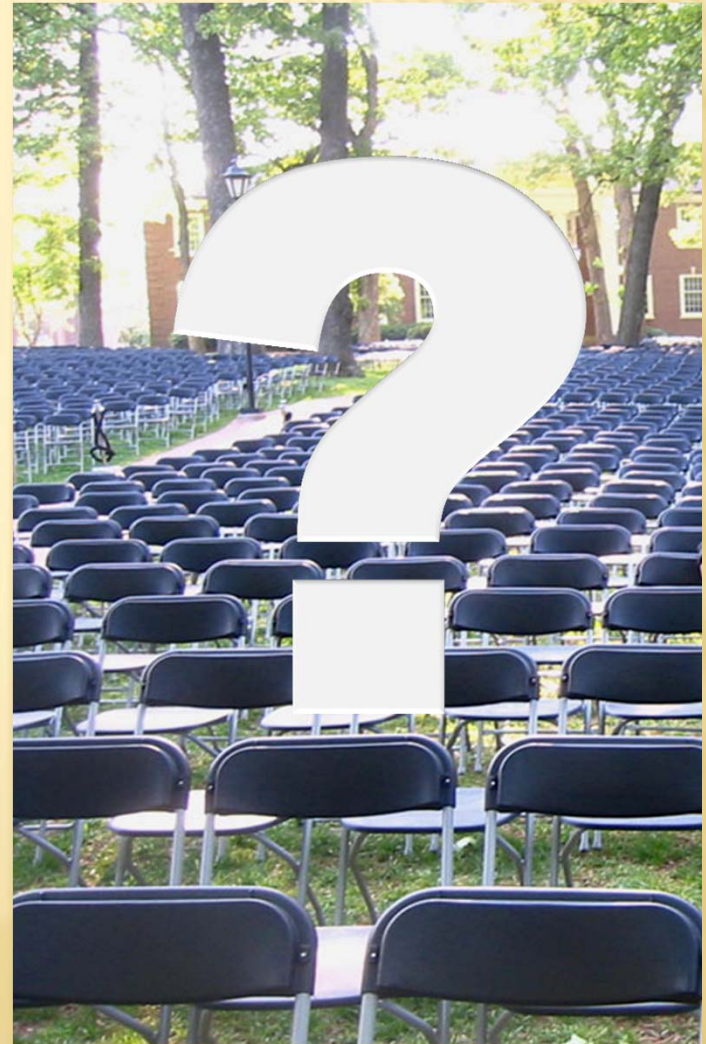
# CURRENT REALITIES

- ✘ More than **70%** of Riverside's college freshmen are **first-generation** college students
- ✘ Only **28% of adults** have **completed** postsecondary education (AA degree or higher)
- ✘ **Reduced State investment** in higher education
  - + California Community Colleges
  - + California State Universities
  - + Universities of California
- ✘ **Unemployment rates** are highest amongst those without postsecondary education



# LOW COLLEGE COMPLETION RATES

- ✘ In **Riverside**, only 15 % of our students complete college within 150 percent of normal time.
- ✘ **Low-income students** is closer to 10%.



# BIG PICTURE...

## Completion Counts can increase and/or improve:

1. The **commitment** of local leaders, community organizations and individuals to increase postsecondary success in their communities
2. The **use of data** to establish a baseline and track progress across organizations, to better understand and respond to credential-seeking patterns
3. **Multi-partner efforts** to put a comprehensive and coordinated effort into place to support postsecondary access and success
4. **Practices and policies** that foster postsecondary success pathways and supports

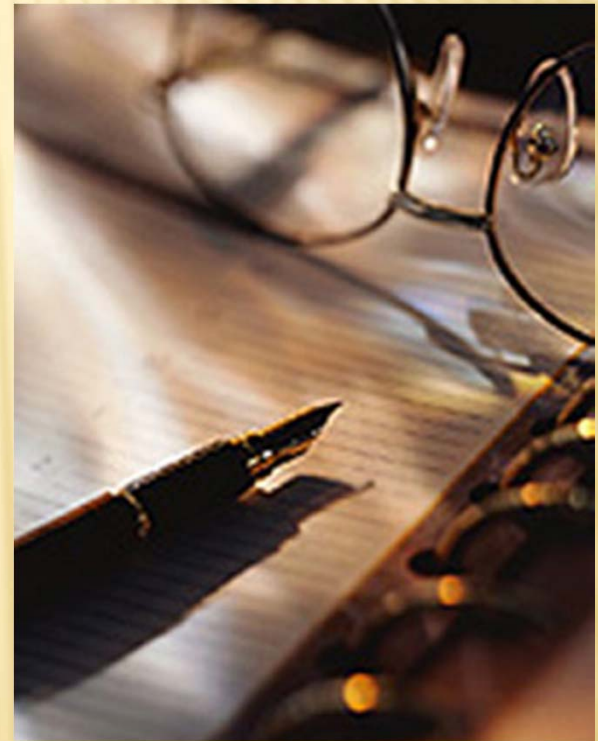


More  
low income  
young  
adults  
will  
**"COMPLETE"**  
a  
postsecondary  
degree  
or  
credential.

# WORKING GROUPS

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- × **Academic Professional Learning Community (PLC)**
- × **Business Education Partnership (BEP)**
- × **Career Technical Education (CTE)/Career Pathways**



# WORKING GROUPS (CONT'D)

- × **Riverside P-14 Data Consortium**
- × **Student Support Services-College  
311**



# CURRENT PROGRESS



- ✘ FAFSA Pilot sponsored by Department of Education (DC)
- ✘ “Fund Your College Dreams” financial aid workshops
- ✘ Academic Professional Learning Council (PLC) collaborative progress
- ✘ Welcome Center operational at RCC Campus
- ✘ Career Cruising Student Engagement Software at both school districts
- ✘ College 311 virtual one-stop is near completion

**QUESTIONS?**

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Thank  
You



## Agenda Item (III-E)

Meeting	9/20/2011 - Regular
Agenda Item	Chancellor's Reports (III-E)
Subject	School for the Arts Naming Recognition
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the naming of the School for the Arts to be the Henry W. Coil, Sr., and Alice Edna Coil School for the Arts.

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### Background Narrative:

Under Board Policy No. 3950, the Facilities Recognition and Naming Committee considers naming requests based upon merit and or financial gifts and forwards recommendations to the Board of Trustees. During Campaign RCC, the Committee reviewed and approved naming levels for the planned Riverside School for the Arts in downtown Riverside, and these naming levels remain in effect today. The following named gift recognition is in accordance with established facility recognition and naming processes and approved naming levels for the Riverside School for the Arts.

Longtime RCCD Foundation board member and former board president Henry W. Coil, Jr., has made a significant planned gift of \$5 million--the largest private gift in the District's 95-year history--to support the Riverside School for the Arts. This gift was made in honor of his parents, Henry W. Coil, Sr., and Alice Edna Coil, and is intended to augment programmatic needs related to the arts school.

In recognition of this significant planned gift and with the support of the RCCD Foundation and the Facilities Recognition and Naming Committee, a recommendation regarding the naming of the School for the Arts is forwarded to the Board of Trustees.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

### Attachments:

[RSA Named Gift Levels](#)





# Riverside School for the Arts

## NAMING OPPORTUNITIES

<b>Naming Opportunity</b>	<b>Gift Amount</b>
<b>Naming of School for the Arts</b>	\$5,000,000
<b>School for the Arts Phase I Building</b>	\$2,500,000
<b>First Floor</b>	
Lobby	\$250,000
Flexible Performing Hall	\$250,000
Modern Media Arts Gallery	\$250,000
Sound Stage / Film Studio	\$250,000
Culinary Café	\$100,000
Woodshop	\$100,000
Metal Fabrication Shop	\$100,000
Student Services Complex (Faculty Offices)	\$50,000
Green Room	\$50,000
<b>Second Floor</b>	
Dance Studio	\$100,000
Music Composition Studio / Lab	\$100,000
Music Technology Studio	\$100,000
Sound Recording Studio	\$100,000
Flexible Classrooms (2 available)	\$100,000
Film Editing Complex	\$100,000
Software Lab (2 available)	\$50,000
Audio Visual Checkout	\$25,000
Faculty Offices (5 available)	\$10,000
Faculty Lounge	\$10,000
<b>Third Floor</b>	
Outdoor Courtyard and Sculpture	\$250,000
Visual Arts Complex	\$250,000
Dance Studio (2 available)	\$100,000
Photography Area	\$50,000
Chemistry Lab	\$50,000
Physics Lab	\$50,000
Small Conference Room	\$25,000
Faculty Offices (12 available)	\$10,000



## Agenda Item (III-F)

Meeting	9/20/2011 - Regular
Agenda Item	Chancellor's Reports (III-F)
Subject	Endorsement of a New Major Gifts Campaign
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees endorse and support the Invest in Excellence: 100 @ 100 Campaign leading up to the 100th Anniversary Celebration in 2016.

---

### Background Narrative:

In September 2011, the RCCD Foundation Board voted to approve in concept and support RCCD's "Invest in Excellence: 100 @ 100" campaign. The campaign challenges RCCD to reach the \$100 million mark in total external support (including grants and financial gifts/donations/support from individuals, foundations and other organizations) on or before 2016, when Riverside City College will celebrate its 100th anniversary and Moreno Valley and Norco colleges will celebrate their 25th anniversaries.

The Invest in Excellence initiative uses the Foundation's previous successful major gifts campaign as a springboard toward developing significant additional resources for the three colleges. The Clements Group, one of the premier firms providing fundraising counsel and services for community colleges throughout the nation, conducted a feasibility study in fall 2010. Four foundational pillars were established and tested through the study: Investing in Student Excellence, Investing in Workforce Excellence, Investing in Community Excellence, and Investing in Academic Excellence. The campaign is seen as an important way to protect RCCD colleges and students from the vagaries of state funding, and enable the District to exert greater control over its own destiny. At this time, campaign components include academic and career technical program support, endowed teaching chairs or professorships, endowed scholarships, student enrichment, and specialized initiatives linked directly to a stronger workforce and healthier communities.

Study results indicated a high likelihood of success, in part owing to RCCD's very high favorability rating (84%) and the percentage of individuals indicating a willingness to contribute to the campaign (93%). The Chancellor has put together an Executive Steering Committee of community and business leaders, led by Henry W. Coil, Jr., (Chair), and Jacques Yeager (Honorary Chair), and the College presidents are finalizing Advisory Councils.

As noted in the feasibility study, respondents cited the need to attract additional resources as one of RCCD's greatest challenges. The Invest in Excellence: 100@100 Campaign, approved by the RCCD Foundation Board of Directors, represents an important component of the District's plan to secure additional external resources. With endorsement and support of the Board of Trustees, the Foundation Board stands ready to work with the Board of Trustees, the District, and the Colleges to achieve the successful milestone of \$100 million at 100 years.

Prepared By: Jim Parsons, Assoc Vice Chancellor, Strategic Communications & Relations

### Attachments:

[Campaign Presentation](#)

# INVEST IN EXCELLENCE: 100@100 CAMPAIGN

Invest in Student Excellence

Invest in Academic Excellence

Invest in Workforce Excellence

Invest in Community Excellence

- The 100@100 Campaign encompasses all external funding resources attracted to RCCD, its colleges and the RCCD Foundation.
- The campaign goal of \$100 million at 100 years embraces RCCD's rich heritage and its promising future.
- The campaign culminates in 2016 with the centennial celebration of Riverside City College and the 25<sup>th</sup> anniversaries of Moreno Valley College and Norco College.



# THE RIGHT TIME FOR A MAJOR GIFTS CAMPAIGN

- With growing uncertainty of state funding, RCCD must attract new external resources in order to preserve access to higher education for local residents.
- The Feasibility Study conducted by the nationally known Clements Group showed that RCCD scored some of the highest ratings in country in two key categories:
  - Favorable impression of the District, Colleges & Foundation 84%
  - Individuals willing to contribute to a Campaign for Excellence 93%
- The Foundation's previous successful major gifts campaign provides a launching pad for increased fundraising efforts.
- The Centennial and 25-year celebrations in 2016 provide major historical milestones that resonate with alumni, supporters and prospective donors.

*Respondents cited the need to attract additional resources  
as one of RCCD's greatest challenges*

# PILLARS OF EXCELLENCE

- INVEST IN STUDENT EXCELLENCE

- Endowed Scholarships (MV, NC, RCC)
- Chancellor's and Presidents' Excellence Funds
- First-Generation Scholarship Fund (MV, NC, RCC)
- Passport to Excellence (District-wide)

- INVEST IN ACADEMIC EXCELLENCE

- Endowed Teaching Chairs (MV, NC, RCC)
  - Endowed Professorships (MV, NC, RCC)
  - Technology Enterprise Fund (District-wide)
  - Centers for Workforce Readiness (MV, NV, RCC)
-

# PILLARS OF EXCELLENCE

- INVEST IN WORKFORCE EXCELLENCE

- Center for Allied Health (MVC)
- Career & Technology Center (NC)
- Culinary Arts Academy (RCC)
- Virtual Hospital (RCC)

- INVEST IN COMMUNITY EXCELLENCE

- Henry W. & Alice Edna Coil School for the Arts
- Community Engagement Programs
- Collegiate Athletics (MVC, NC, RCC)

# EXECUTIVE STEERING COMMITTEE

- Henry W. Coil, Jr., Chair
  - Jacques Yeager, Honorary Chair
  - Lalit Acharya
  - Kevin Bash
  - Iddo Benzeevi
  - Judy Carpenter
  - Nick Goldware
  - Debbi Huffman Guthrie
  - Amy Harrison
  - Brian Hawley
  - John Matulich
  - William Newberry
  - Patrick O'Reilly
  - Mark Rubin
  - Ken Stream
  - Joe Tavaglione
  - Jack Wyatt
-



# PRESIDENTS' ADVISORY COUNCILS

## Moreno Valley College

- Penny Gage
- Harold Trubo
- Jamil Dada
- Ruthan Smith
- Jan Zuppardo
- Col. Mary Aldrain\*
- Iddo Benzeevi\*
- Dick Heil\*
- Jaime Hurtado\*
- Kevin Wolf\*
- Rev. Lacy Sykes\*

## Norco College

- Kevin Bash
- Troy Clark
- Steve Harrington
- Naushad Huda
- Sandy Klein
- Tracey Mauser
- Kevan Metcalf
- Robert Nelson
- William Newberry
- Dave Saunders
- Ruthan Smith
- Jim Wurst

## Riverside City College

- Tom Donahue
- Daniel Foster
- Ernie Huang
- Chris Manning
- Rose Mays
- Lou Monville
- Dell Roberts
- Ruthan Smith
- Dwight Tate
- Cyndi Lemke\*



## Agenda Item (III-G)

Meeting	9/20/2011 - Regular
Agenda Item	Chancellor's Reports (III-G)
Subject	Purchase, Sale and Use Agreement for 100 parking spaces at Fox Entertainment Plaza with the City of Riverside.
College/District	District
Funding	Measure C Project Funds
Recommended Action	It is recommended that the Board of Trustees approve the Purchase, Sale and Use Agreement for 100 parking spaces at Fox Entertainment Plaza Parking Structure with the City of Riverside.

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### Background Narrative:

The District has proceeded forward with the development of the Market Street properties to restore the Citrus Belt Savings and Loan building into a center for Civil Liberties and Social Justice, and to develop a three-story facility to house culinary arts academy and the consolidation of district offices and services, along with a roof-top social event space. In development of these plans, plans included the development of 100 parking spaces, in two-levels of subterranean parking structure as part of the new construction. These 100 parking spaces are complemented with a 180 surface parking spaces on the site, to accommodate the uses of the Market Street properties.

As plans for the new construction have been developed, due to site conditions, the original estimate of constructing 100 spaces of subterranean has increased to an estimated \$6,850,696. In light of this new information, staff reviewed options for providing parking for the downtown site. As such, staff has developed a purchase and sale agreement with the City of Riverside to purchase 100 parking spaces, of 400 to be constructed by the City as part of the Fox Entertainment Plaza, City Parking Structure #7. Cost of acquiring said spaces is \$2,602,600; a projected cost savings of \$4,248,369. Project Measure C funds will be used to acquire the spaces.

Prepared By: Chris Carlson, Chief of Staff

### Attachments:

[Purchase, Sale & Use Agreement for Fox Entertainment Plaza Parking Garage](#)

## PURCHASE, SALE AND USE AGREEMENT

THIS PURCHASE, SALE AND USE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity (“RCCD”),

### RECITALS

A. City owns that certain property located at the corners of Market Street, Fairmount Boulevard and Sixth Street, in the City of Riverside, California, to be known as Fox Plaza – Garage 7, legally described on Exhibit “A” attached hereto and incorporated herein by reference (“Property”), which shall consist of 400 parking spaces.

B. RCCD desires to purchase 100 of the parking spaces in the Property (“Spaces”) to facilitate the development of the property located on the corners of Market Street and University Avenue.

C. City is agreeable to said purchase subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **PURCHASE.** RCCD shall purchase 100 parking spaces in the Property from the City at a cost of Twenty Six Thousand Twenty Six Dollars (\$26,026) per space for a total of Two Million Six Hundred Two Thousand Six Hundred Dollars (\$2,602,600), payable in one lump sum payment and due one hundred twenty (120) days prior to occupancy. Upon payment, the purchase shall be recorded.

2. **MAINTENANCE/IMPROVEMENTS.**

(a) The parties agree that they will enter into a separate maintenance agreement ninety (90) days prior to occupancy. Should no maintenance agreement be executed, then the City’s maintenance procedures shall be implemented.

(b) RCCD shall make annual maintenance payments due on July 1<sup>st</sup> of every year. The first maintenance payment shall be due on upon the initial payment of purchase, prorated for the remaining term of the July 1 to June 30<sup>th</sup> fiscal year, and annual, payments shall be made on July 1, every year thereafter, and shall be in the initial amount of Fifteen Thousand Nine Hundred Fifty Eight Dollars (\$15,958). Thereafter, the annual amount shall increase based on the consumer price index.

(c) Should City determine, in its sole judgment, to make any capital improvements on the Property at any time during or after the initial thirty (30) year period, RCCD shall pay its pro rata share for those capital improvements. City shall provide RCCD

with any planned capital improvements prior to City's final approval. Thirty (30) days prior to the Notice of Inviting Bids for the capital improvements, RCCD shall pay their pro rata share of the engineer's estimate. If the award of the bid for the capital improvement is over the engineer's estimate, RCCD shall pay to the City, their pro rata share within thirty (30) days of the award. If after completion and acceptance of the improvements there is an overage that includes money paid by RCCD, the City shall reimburse RCCD their pro rata share. RCCD agrees that it will pay their pro rata share for any and all change orders within thirty (30) days. Pro rata share shall be based on RCCD's ownership of 100 of the 400 parking spaces. RCCD cannot make any improvements to the Property or the Spaces without the prior written consent of the City. Any improvements that are authorized to be made by RCCD shall be at RCCD's sole cost and expense.

3. **BUY-BACK.** City has the right to re-purchase some or all of the spaces at any time subject to twelve (12) months prior written notice to RCCD. City shall pay the current fair market value of the spaces to be repurchased, but in no case shall the buy-back rate be less than the purchase rate, established in this purchase, sale and use agreement.

4. **USE.** The Property shall be used solely for the parking of motorized vehicles. All other uses are strictly prohibited. RCCD's use of the Spaces is subject to the following terms and conditions:

(a) The Spaces shall be in a designated area in the Property as determined by the City, and agreed to by RCCD.

(b) RCCD shall have access to and exclusive use of the Spaces from 5 a.m. through 5 p.m., Monday through Friday, excluding all major holidays. At all other times, when the garage is open and operational during after hours and weekends, RCCD shall have access to and use of the spaces; however RCCD agrees to make Spaces available to the City for City events and for parking for the Fox Performing Arts Center facilities and at other times, as agreed upon by parties. Similarly, the City reciprocate this same use and privilege to RCCD, for use of city Spaces for RCCD special events and program, as may be requested by RCCD and not in conflict with City needs and use. In either case, City and RCCD shall coordinate regarding events so as not to create issues in regards to parking for after hours and weekend uses. The parties shall meet quarterly to discuss upcoming events, and agree to schedules and use.

(c) RCCD's ownership of the Spaces shall include RCCD's, and its employees, invitees, guests and permittees, use of the drive aisles, stairwells, elevators and pedestrian walkways ("Common Area"). RCCD's ownership of the Spaces does not include any ownership interest in the Common Area.

(d) RCCD shall ensure that its employees, invitees, guests and permittees display RCCD parking passes at all times and that they only park in RCCD designated spaces. Failure to display permits or failure to park in RCCD spaces shall be subject to citation.

(e) RCCD shall not use the Property for the parking of Prohibited Vehicles. “Prohibited Vehicles” shall be defined as (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and watercraft), (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, and concrete trucks), (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, unless such vehicles can fit in a single parking space, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft or (h) any other vehicles specifically prohibited by the parking rules and regulations that may be adopted by City.

(f) In addition to any parking rules and regulations that may be adopted by City, City shall have the right to tow any vehicle which (1) is not authorized to park in a parking stall, or (2) prevents City’s designees from parking in a parking stall. RCCD and its employees, invitees, guests and permittees shall observe and comply with any parking rules and regulations that may be established by the City.

(g) RCCD, its employees, invitees, guests and permittees shall not take any actions that interfere with City’s use of the Property.

5. **MANAGEMENT.** The City shall be responsible for the supervision and management of the Property, including control of access to the Property at all times, and monitoring and abatement of any nuisance or illegally parked vehicle. City shall provide all enforcement services within the Property, including the designated parking Spaces for RCCD, unless RCCD has made prior enforcement agreements and has informed City of the same. City may hire a private operator to manage the Property.

6. **TRANSFER OF SPACES.** RCCD is prohibited from selling the Spaces unless it has first given to City the right of first refusal. RCCD must give to City notice of its intent to sell 180 days prior to any potential sale. Said notice must be in writing. City shall have 90 days in which to respond. Any sale will be at fair market value.

Notwithstanding the above, should another parking structure be constructed by the City which is no further away from RCCD’s Property at Market Street and University Avenue, upon 90 days prior written notice to RCCD, City may transfer the Spaces to the new parking structure.

7. **INSURANCE.** City and RCCD are both self-insured and shall maintain proper insurance for the Property. RCCD shall also be required to maintain, at all times, proper insurance for the Spaces and the use of the Property’s Common Area. Each party shall name the other as an additional insured and shall provide said endorsement.

8. **MISCELLANEOUS.**

8.1 **Notice.** Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited

in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows

City:

RCCD:

City of Riverside  
Public Works Department  
3900 Main Street  
Riverside, California 92522

Riverside Community College District  
Chancellor's Office  
Riverside Community College District Offices  
1533 Spruce Street, Suite 210  
Riverside, CA 92501

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration, of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

8.2 **Time of Essence.** Time is of the essence with respect to each and every provision hereof.

8.3 **Assignment.** Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other Party.

8.4 **Governing Law.** All questions with respect to this Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California.

8.5. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the Parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

8.6 **Entire Agreement.** This Agreement contains the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

8.7 **Additional Documents.** All Parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

8.8 **Ratification.** This Agreement is subject to approval and ratification by the City Council of the City of Riverside and the Board of Trustee of Riverside Community College District

8.9 **Nondiscrimination.** The Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS)

or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement.

8.10 **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

8.11 **RCCD's Duties.** RCCD shall be responsible for all users associated with RCCD for any loss, damage, or destruction caused by RCCD its users, employees, invitees, guests and/or permittees.

8.12 **Improvements.** RCCD shall not make any improvements to the Property.

IN WITNESS WHEREOF, this Agreement shall be effective on the date listed above as if signed by all Parties.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name:  
Its:

Attest:

By: \_\_\_\_\_  
Colleen J. Nichol  
City Clerk

By: \_\_\_\_\_  
Name:  
Its

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Supervising Deputy City Attorney

CA: 11-1666  
09/13/11

EXHIBIT "A"  
LEGAL DESCRIPTION





## Agenda Item (III-H)

Meeting 9/20/2011 - Regular  
Agenda Item Chancellor's Reports (III-H)  
Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar  
College/District District  
Information Only

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### Background Narrative:

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

Prepared By: Greg Gray, Chancellor

### Attachments:

[Recommended 2011-2012 Governing Board Agenda Master Planning Calendar Planning Worksheet October 2011](#)

**RECOMMENDED 2011-12 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR**

Month	Planned Agenda Item
August	<ul style="list-style-type: none"> <li>• Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals</li> <li>• Proposed Curricular Changes</li> <li>• Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee</li> </ul>
September	<ul style="list-style-type: none"> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended June 30</li> <li>• Budget – Public Hearing</li> </ul>
October	<ul style="list-style-type: none"> <li>• Annual Master Grant Submission Schedule</li> <li>• College Closure – Holiday Schedule</li> </ul>
November	<ul style="list-style-type: none"> <li>• Annual CCFS-311 Financial and Budget Report</li> <li>• Annual Proposition 39 Financial and Performance Audits</li> </ul>
December	<ul style="list-style-type: none"> <li>• Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees; Board association and committee appointments.</li> <li>• Annual Board of Trustees Meeting Calendar for January-December</li> <li>• RCCD Report Card on the Strategic Plan</li> <li>• Annual District Academic Calendar</li> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended September 30</li> <li>• RCCD Report Card on the Strategic Plan</li> <li>• Annual Independent Audit Report for the Riverside Community College District</li> <li>• Annual Independent Audit Report for the Riverside Community College District Foundation</li> <li>• Fall Scholarship Award to Student Trustee</li> </ul>
January	<ul style="list-style-type: none"> <li>• Accountability Reporting for Community Colleges</li> <li>• Grants Office Annual Winter Report</li> <li>• Governor's Budget Proposal</li> <li>• Federal Legislative Update</li> <li>• Nonresident Tuition and Capital Outlay Surcharge Fees</li> <li>• Proposed Curricular Changes</li> </ul>
February	<ul style="list-style-type: none"> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended December 31</li> </ul>
March	<ul style="list-style-type: none"> <li>• Recommendation Not to Employ (March 15<sup>th</sup> Letters)</li> </ul>
April	<ul style="list-style-type: none"> <li>• Academic Rank – Full Professors</li> <li>• Authorization to Encumber Funds</li> <li>• Proposed Curricular Changes</li> <li>• Accountability Reporting for Community Colleges</li> </ul>
May	<ul style="list-style-type: none"> <li>• CCFS-311Q-Quarterly Financial Status Report for the Quarter Ended March 31</li> <li>• Summer Workweek</li> <li>• Resolution to Recognize Classified School Employee Week</li> <li>• Board of Trustees Annual Self-Evaluation</li> <li>• Chancellor's Evaluation</li> </ul>
June	<ul style="list-style-type: none"> <li>• Administration of Oath of Office to Student Trustee</li> <li>• Spring Scholarship Award to Student Trustee</li> <li>• Department Chairs and Stipends, Academic Year</li> <li>• Coordinator Assignments</li> <li>• Extra-Curricular Assignments</li> <li>• Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded</li> <li>• Academic Administrator Employment Contracts</li> <li>• Emeritus Awards, Faculty</li> <li>• Tentative Budget and Notice and Public Hearing on the Budget</li> <li>• Moreno Valley College Catalog</li> <li>• Norco College Catalog</li> <li>• Riverside City College Catalog</li> <li>• Board Self Evaluation – Reporting Out</li> </ul>

COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Facilities	E. Resources
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff	Associate Vice Chancellor, Facilities Planning, Design & Construction	Vice Chancellor, Admin. & Finance; Vice Chancellor, Diversity and Human Resources
<ul style="list-style-type: none"> <li>■ Differential Program Cost/Fees (Gray/Carlson)</li> </ul>	<ul style="list-style-type: none"> <li>✓ Grants Report Fall 2011 (Maghroori/Tillquist) Information Only</li> <li>✓ Consequences of Neglect: Local Contacts (Maghroori/Torres) Information Only</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> <li>✓ Board report &amp; backup materials attached for review by the Cabinet.</li> <li>■ Board report and/or backup not yet complete – review pending.</li> <li>★ Approved by the Cabinet for placement on the Board agenda.</li> </ul> <p style="color: red; font-weight: bold; margin-top: 5px;">ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 09/27/11 &amp; 10/11/11.</p> </div>	<ul style="list-style-type: none"> <li>■ BCTC Ground Lease Agreement (Gray/Carlson)</li> </ul>	<ul style="list-style-type: none"> <li>■ Design Amendment with Hill Partnership, Inc. for Norco Secondary Effects (DiThomas/Williams)</li> </ul>	<ul style="list-style-type: none"> <li>■ Tentative Project Budget for District Design Standards (Williams/Beeler)</li> <li>■ Budget Augmentation and Amendment for the Alumni Carriage House Restoration Project (Williams/Stephens)</li> <li>■ Resource Allocation for CBSL/Facility Installation Costs</li> </ul>



## Agenda Item (VI-A-1)

Meeting 9/20/2011 - Regular

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

Subject Academic Personnel

College/District District

Funding

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

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### Background Narrative:

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

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

### Attachments:

[Academic Personnel](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Academic Personnel

Date: September 20, 2011

1. Appointments

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

The Chancellor recommends approval/ratification for the following appointments:

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

<u>Name</u>	<u>Activity</u>	<u>Stipend</u>
Kevin Craft	Assistant Football Coach	\$0.00 (revision)
Michael Wilson	Assistant Track Coach, Men	\$3650.00 (addition)

2. Salary Reclassification

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

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

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Jeffrey Mulari	C	D

3. Categorically Funded Academic Administrator Employment Contracts, Academic Year 2011-12

The Governing Board of Riverside Community College District, consistent with the provisions of Education Code Section 87470, employs academic administrators, in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration. Employment may be for periods that are less than a full college year, and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of the Education Code respecting the termination of contract or regular employees.

It is recommended that the Board of Trustees approve the employment contracts for the categorically funded academic administrators specified below and authorize the Vice Chancellor, Diversity and Human Resources to sign the contracts.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
<b>MORENO VALLEY COLLEGE</b>			
Maureen Chavez	Associate Dean, Grants and College Support Programs	10/01/11-06/30/12	V-4
Jeanette LaPorte	Project Director, FIPSE Grant (50%)	10/01/11-06/30/12	T-2
<b>NORCO COLLEGE</b>			
Kevin Fleming	Associate Dean, Career and Technical Education	10/01/11-06/30/12	V-3
Gustavo Ocegüera	Associate Dean, Grants and College Support Programs/ Project Director	10/01/11-06/13/12	V-4

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

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

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective Date/ Retroactive to:</u>
Scott Blair	Associate Professor, Astronomy	FMLA/CFRA	08/23/11

Subject: Academic Personnel

Date: September 20, 2011

5. Request to Rescind Leave Under the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA)

At its meeting of August 16, 2011, the Board of Trustees approved a request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act for Richard Keeler, Director of Grants. The employee will no longer need such leave.

It is recommended the Board of Trustees rescind the request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act for Richard Keeler, Director of Grants.



## Agenda Item (VI-A-2)

Meeting 9/20/2011 - Regular

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

Subject Classified Personnel

College/District District

Funding

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

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### Background Narrative:

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

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

### Attachments:

[Classified Personnel](#)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Classified Personnel

Date: September 20, 2011

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>
MORENO VALLEY COLLEGE			
Lewis, Timothy	Interim Assistant Manager, Food Services	08/24/11-12/16/11	Contract
RIVERSIDE CITY COLLEGE			
Neves, Matthew	Interim Producer/Artistic Director	08/29/11-12/27/11	Contract

b. Management/Supervisory – Categorically Funded  
(None)

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
NORCO COLLEGE				
Duran, Yadira	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Johnson, Eleanor-Mae	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Rowley, Antoinette	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Valtierra, Stephanie	College Receptionist (Part-time, 47.5% – Counseling)	09/21/11	C-1	Appointment
MORENO VALLEY COLLEGE				
Lee-Holguin, Holly	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Lopez, Andrew	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Scott-Demery, Sabeen	Administrative Assistant III	08/23/11	I-5	Rehire

1. Appointments – Continued

c. Classified/Confidential (Continued)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
RIVERSIDE CITY COLLEGE				
Hopkins, Ye’Vell	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Reyes, Irene	Administrative Assistant II – Performance Riverside (Part-time, 75%)	09/01/11	G-LS-1	Rehire
Shipp, Daniel	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Uriarte Jr., Rodrigo	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment
Valentines, Sylvia	Community Service Aide I (Part-time, 48.75% - 11 Month)	09/21/11	C-1	Appointment

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
RIVERSIDE CITY COLLEGE				
Neal, Udawna	Outreach Specialist (Part-time, 70%)	09/05/11	K-3	Transfer
MORENO VALLEY COLLEGE				
Santa Cruz, Elena	Grants Administrative Specialist	09/21/11	I-1	Appointment

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

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Acevedo, Lilia	Student Services Specialist	CFRA/FMLA	August 12, 2011
Alanis, Isabel	Assessment Specialist	CFRA/FMLA	August 9, 2011
Alvarez, Edward	Student Services Specialist	CFRA/FMLA	September 1, 2011
Alvizo, Pilar	Administrative Assistant II	CFRA/FMLA	August 11, 2011
Arriaza, Ana	Sr. Financial Aid Advisor	CFRA/FMLA	September 8, 2011
Berber, Alicia	Professional Expert/Athletic Coach	CFRA/FMLA	August 1, 2011
Goatcher, Sandra	Custodian	CFTA/FMLA	August 08, 2011
Montemayor, Alicia	Student Services Technician	CFRA/FMLA	August 25, 2011

3. Request for Leave Without Pay

It is recommended the Board of Trustees approve a request for leave without pay for Cindy Cave, Medical Office Receptionist, effective August 29, 2011 through September 6, 2011 for a total of 6 work days. This request has the approval of the Director, Health Services.

4. Elimination and Reduction of Positions due to Lack of funds

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to perform personnel actions, subject to final approval by the Board of Trustees. The positions below are no longer needed due to discontinuation of categorical funds.

It is recommended the Board of Trustees approve the reduction in staffing through the elimination of these positions, effective at the end of the work day on September 30, 2011. Some employees have bumping rights into a lower level position which they formerly held within the District and will be placed on the 39 month reemployment list for the position currently held.

Elimination of Position

<u>Position Title</u>	<u>District/College</u>
Clerk Typist (1 position, 1 FTE, STEM)	Riverside

Reduction in Funding

Student Success Specialist (1 position, Reduction from 100% to 50%, CCRAA/STEM)	Moreno Valley
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4. Elimination and Reduction of Positions due to Lack of funds – Continued

Placement on 39-Month Reemployment List – Effective 10/1/11

<u>Name</u>	<u>Position Title</u>
Lochard, Armone	Student Success Specialist – 100%
Perez, Christel	Clerk Typist – 100%

Reduction in Funding – Effective 10/1/11

Lochard, Armone	Student Success Specialist (100% to 50%)
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Bumping due to Seniority Rights – Effective 10/1/11

Perez, Christel	From: Clerk Typist (STEM) – 100% - Riverside City College
	To: Clerk Typist (Student Financial Services) – 48.75% - Riverside City College

Transfer due to Bumping

Lemus, Gabriela	From: Clerk Typist (Student Financial Services) – 48.75% - Riverside City College
	To: Administrative Assistant I (CalWorks) – 48.75% - Norco College

5. Rescind Reduction of Position due to Lack of Funds

On August 16, 2011, the Board approved reduction of funding for Tara McCarthy, Education Advisor (Academic Support) from 100% to 30%, effective November 14, 2011. Funding from the 2011-2012 Basic Skills allocation has been secured and will fund this position at 100% through June 30, 2012. This request has the approval of the President, Riverside City College. It is recommended the Board of Trustees rescind the original action.

6. Request for Temporary Increase in Workload

It is recommended the Board of Trustees approve the temporary increase in workload for the following employee. The request has the approval of the President, Riverside City College, and will be effective October 1, 2011 through December 31, 2011.

<u>Name</u>	<u>Title</u>	<u>From Workload</u>	<u>To Workload</u>
Rebecca Moon Stone	Supplemental Instructional Coordinator	52.5%	62.5%

7. Leave for Military Reserve Duty

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

It is recommended the Board of Trustees ratify a request for military reserve duty for Anthony Puzzuto, Warehouse Supervisor, for the dates of August 10 & 11, 2011 (a total of 2 working days). Mr. Puzzuto meets the college service requirements.

8. 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 approve/ratify the resignation of the individuals listed below:

<u>Name</u>	<u>Position</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Alfaro Vicente, Dennisse	Library Clerk I (Part-time)	August 23, 2011	Non-Continuance of Probationary Period
Alvarez, Ignacio	Assessment Specialist	August 31, 2011	Personal
Creighton, Angela	Student Financial Services Analyst	September 2, 2011	Personal
Ellis, Ronald	Director, Construction	August 12, 2011	Non-Continuance of Probationary Period
Glass, Alisha	Laboratory Technician II	September 6, 2011	Personal
O’Day, Rey	Producer/Artistic Director	August 21, 2011	Personal
Robb, Brandy	Computer Laboratory Assistant	July 21, 2011	Personal (Correction)

## Agenda Item (VI-A-3)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-A-3)
Subject	Other Personnel
College/District	District
Funding	n/a
Recommended Action	It is recommend that the Board of Trustees approve/ratify the other personnel actions

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### Background Narrative:

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

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

### Attachments:

[Other Personnel Backup](#)  
[Other Personnel](#)

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
Aguirre, Marisela	Community Service Aide I	Safety & Police	09/21/11 - 06/30/12	\$15.45
Cook, Erin	Community Service Aide I	Safety & Police	09/21/11 - 06/30/12	\$15.45
Ochoa, Michael	Community Service Aide I	Safety & Police	09/21/11 - 06/30/12	\$15.45
Sanchez, Joseph	Community Service Aide I	Safety & Police	09/21/11 - 06/30/12	\$15.45
Wilbur, John	Community Service Aide I	Safety & Police	09/21/11 - 06/30/12	\$15.45
<b>MORENO VALLEY COLLEGE</b>				
NavaFelix, Elizabeth	Std Emp. Personnel Spec.	Student Financial Svcs	08/17/11 - 09/15/11	\$22.28
<b>RIVERSIDE CITY COLLEGE</b>				
Chavez, Aaron	Custodian	Facilities	09/21/11 - 06/30/12	\$15.45
Cravatt, Ben	Custodian	Facilities	09/21/11 - 06/30/12	\$15.45
Griffin, Leroy	Custodian	Facilities	09/21/11 - 06/30/12	\$15.45
Hansen, Branden	Cashier/Clerk	Auxiliary Business Svc	08/24/11 - 09/16/11	\$18.51
Mejia, Ramon	Custodian	Facilities	09/21/11 - 06/30/12	\$15.45
Mora, Sergio	Laboratory Technician II	Life Science	09/13/11 - 11/12/11	\$26.74
Ortiz, Rafael	Custodian	Facilities	09/21/11 - 06/30/12	\$15.45
Porter, Elizabeth	Administrative Assistant II	Workforce Preparation	09/09/11 - 09/16/11	\$18.51
Stewart, Kaladon	Cashier/Clerk	Auxiliary Business Svc	08/24/11 - 09/16/11	\$18.51

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
2011/2012 ACADEMIC YEAR				
DISTRICT				
Hardin, Shelley	*Special Projects Employee	CTA/Faculty Assoc.	08/29/11-12/16/11	\$0.00
Klohn, Debra	*Special Projects Employee	Purchasing	08/29/11-09/23/11	\$0.00
MORENO VALLEY COLLEGE				
Pena, Johnny	Custodial Assistant	Facilities	09/07/11-11/30/11	\$12.50
NORCO COLLEGE				
Lomeli, Sinar	Grant Facilitator	TRIO/Upward Bound	09/26/11-05/31/12	\$40.00
RIVERSIDE CITY COLLEGE				
Blood, Dawn	SI Leader	Academic Support	09/21/11-06/30/12	\$12.00
Nash, Frederick	Asst. Coach, Volleyball	Athletics	08/15/11-01/31/12	\$3,650.00
Swanson, Wendi	Registered Nurse IV/ Nurse Practitioner	Health Services	08/31/11-06/30/12	\$52.00
Thomas, Joshua	SI Leader	Academic Support	09/21/11-06/30/12	\$12.00
Wilch, Kevin	Assistant Football Coach	Athletics	09/21/11-12/31/11	\$3,898.00

\*The amount paid for a Special Projects Employees is listed in the Administrative Actions Library under Classified Short-Term and Non-Academic Special Assignments



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

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>				
Andrews, Heather	Student Aide III	DSPS	07/05/11	\$ 10.50
McFadden, Brian	Student Aide III	DSPS	07/05/11	\$ 11.00
<b>MORENO VALLEY COLLEGE</b>				
Ashraf, Adeel	Student Aide II	Math	08/30/11	\$ 9.25
Banuelos, Miguel	Student Aide II	Tutorial Services	08/10/11	\$ 9.00
Biggs, Jessica	*Student Aide III	Assessment Center	07/01/11	* \$10.25
Biltron, Kyle James	Student Aide II	Math	08/30/11	\$ 9.25
Boerum, Andrea	*Student Aide III	Tutorial Services	07/01/11	\$ 10.00
Davis, Pearson, Aineko	Student Aide II	Math	08/30/11	\$ 9.25
Enobakhare, Osamede J	Student Aide II	Math	08/30/11	\$ 9.25
Hayes, Heather Marie	Student Aide II	Outreach	09/01/11	\$ 9.00
Hernandez, Jerry D	Student Aide I	Food Services	*07/01/11	\$ 8.00
Lopez, Joe	Student Aide I	Food Services	*07/01/11	\$ 8.00
Macias Jr, Angelk	Student Aide II	Math	09/01/11	\$ 9.25
McCrary, Devin	Student Aide II	Tutorial Services	07/01/11	\$ 9.00
Mendoza, Erica E	Student Aide V	ECE	07/01/11	\$ 14.00
Pardee, Eric	Student Aide I	Food Services	*07/01/11	\$ 8.00
Patel, Kushang	Student Aide II	Math	08/30/11	\$ 9.25
Rivas, Sandra	Student Aide II	ECE	07/01/11	\$ 9.00
Roden, Benjiman	Student Aide II	Tutorial Services	07/01/11	* \$9.00
Rosas, Leticia	*Student Aide IV	Tutorial Services	07/01/11	\$ 11.00
Salto Beltran, Victor	Student Aide II	Math	08/30/11	\$ 9.25
Smith, William	Student Aide II	Math	08/30/11	\$ 9.25
Tarrabe, Teresa	Student Aide II	Math	08/30/11	\$ 9.25
Wade, Darren	Student Aide I	Food Services	*07/27/11	\$ 8.00
<b>NORCO COLLEGE</b>				
Gonzalez, Iliana	Student Aide III	BEIT	08/25/11	\$ 10.00
Grajeda, Daniel	Student Aide I	EOPS/CARE	08/25/11	\$ 8.50
Hickey, Laurie	Student Aide II	Health Services	07/21/11	\$ 9.00

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

NORCO College (continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Ipatiz, Bryant	Student Aide III	BEIT	08/25/11	\$ 10.00
Jacobs, Joshua	Student Aide I	Food Services	07/21/11	\$ 8.00
Koertz, Arthur	Student Aide III	BEIT	08/25/11	\$ 10.00
Kroeker, Jacob	Student Aide III	BEIT	08/25/11	\$ 10.00
Lang, Anthony	Student Aide III	BEIT	08/25/11	\$ 10.00
Marshall, Daniel	Student Aide III	BEIT	08/25/11	\$ 10.50
McCabe, Matthew	Student Aide I	BEIT	08/25/11	\$ 8.00
Mercado, Alejandro	Student Aide II	EOPS/CARE	07/21/11	\$ 9.00
Miller, Austin	Student Aide III	BEIT	08/18/11	\$ 10.00
Napier, Napier	Student Aide IV	Tri-Tech	09/06/11	\$ 11.00
Newell, Adam	Student Aide III	BEIT	08/18/11	\$ 10.00
Taylor, Bryson	Student Aide III	Title V	09/07/11	\$ 10.00
Throwbridge, Kenneth	Student Aide III	Title V	09/07/11	\$ 10.00

RIVERSIDE CITY COLLEGE

Alboro, Kamaehu	Student Aide I	PE / Pool	08/25/11	\$ 8.00
Asbee, Courtney	Student Aide I	Tutorial Services	08/25/11	\$ 8.75
Astorga, Leonardo	Student Aide I	Writing and Reading Ctr	08/25/11	\$ 8.00
Baderdeen, Bethany	Student Aide I	Performing Arts / Theater	08/09/11	\$ 8.00
Bevans, Jameice	Student Aide I	Writing and Reading Ctr	08/25/11	\$ 8.00
Bretto, David	Student Aide I	Performing Arts / Theater	08/09/11	\$ 8.00
Burgess, Lauren	Student Aide I	Counseling	08/10/11	\$ 8.00
Calderon, Cristina	Student Aide I	IMC	08/26/11	\$ 8.00
Chalkus, Shauntee	Student Aide I	Library	08/11/11	\$ 8.00
Dart, Angela	Student Aide I	EOPS	08/10/11	\$ 9.00
Emestica, Claudia	Student Aide I	IMC	08/26/11	\$ 8.00
Engberson, Jacob	Student Aide I	Food Services	08/15/11	\$ 8.00
Estacio, Jasmin Anna	Student Aide I	Food Services	08/29/11	\$ 8.00
Felix Vasquez, Gregorio	Student Aide I	IMC	09/02/11	\$ 8.00
Fernando, Nishantha	Student Aide III	Library	08/11/11	\$ 10.00
		Admin Support Ctr/		
Fierro, Alexandra	Student Aide I	Mailroom	08/01/11	\$ 8.50
Gonzalez, Renita	Student Aide I	Writing and Reading Ctr	08/25/11	\$ 8.00
Gonzalez, Ruben	Student Aide I	Outreach	08/16/11	\$ 8.00
Graham, Brandi	Student Aide I	Food Services	08/30/11	\$ 8.00
Hernandez, Diana	Student Aide I	Counseling	08/10/11	\$ 8.00
Ho, Tak On Ricky	Student Aide I	Food Services	08/08/11	\$ 8.00
Holland, Stephanie	Student Aide IV	Journalism	08/16/11	\$ 12.00
Hopkins, Christopher	Student Aide I	Writing and Reading Ctr	08/25/11	\$ 8.00
Iwais, Faten	Student Aide I	IMC	08/26/11	\$ 8.00
Johnson, Ronald	Student Aide III	Library	08/11/11	\$ 10.00

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

RIVERSIDE CITY COLLEGE (continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Kaiser, McKenzie	Student Aide I	PE / Pool	08/16/11	\$ 8.00
Kawile, Nathan	Student Aide I	Library	08/25/11	\$ 8.00
		Admin Support Ctr/		
Klohn, Douglas	Student Aide I	Mailroom	08/01/11	\$ 8.75
Lara-Bosquez, Miriam	Student Aide I	EOPS	08/10/11	\$ 8.00
		Student Services/		
Larremore, Robert	Student Aide I	PE / Football	08/10/11	\$ 8.00
Le, Tam Ngoc	Student Aide I	Tutorial Services	08/26/11	\$ 8.00
Lemos Tena, Daisy	Student Aide I	IMC	08/30/11	\$ 8.00
Locke, Christina	Student Aide I	Food Services	08/26/11	\$ 8.00
Lopez, Denisse	Student Aide I	Counseling	08/10/11	\$ 8.00
Lugo, Karla	Student Aide I	IMC	08/25/11	\$ 8.00
Marquez, Dominique	Student Aide I	Tutorial Services	08/09/11	\$ 8.50
Masi, Kyle	Student Aide I	Tutorial Services	08/16/11	\$ 8.25
		Admin Support Ctr/		
Mayorga, ana	Student Aide I	Mailroom	08/01/11	\$ 8.75
McNulty, Dawn	Student Aide I	Food Services	08/30/11	\$ 8.00
Mederos, Veronica	Student Aide I	Library	08/25/11	\$ 8.00
Mencias, Leonardo	Student Aide I	Library	08/25/11	\$ 8.00
Nguyen, Khoa	Student Aide II	Math Learning Center	08/11/11	\$ 10.00
Pacheco, Brenda	Student Aide I	Library	08/25/11	\$ 8.00
Palm, Emery	Student Aide I	EOPS	08/10/11	\$ 8.00
Pena, John	Student Aide IV	Math Learning Center	08/11/11	\$ 12.00
Penafiel, Angel	Student Aide I	Writing and Reading Ctr	08/11/11	\$ 8.50
Perches, George	Student Aide I	Counseling	08/10/11	\$ 8.00
Perez, Mark	Student Aide I	Tutorial Services	08/09/11	\$ 8.50
Perez, Veronica	Student Aide I	Food Services	08/30/11	\$ 8.00
Perkio, Jamie	Student Aide I	Tutorial Services	08/09/11	\$ 8.50
Quiroz, Jose	Student Aide I	Counseling	08/10/11	\$ 8.00
Ramirez, Eileen	Student Aide I	Tutorial Services	08/09/11	\$ 9.00
Rodriguez, Adrian	Student Aide I	Applied Tech / FTV	08/16/11	\$ 10.00
Rojas, Sandra	Student Aide I	Business Admin / IST	08/25/11	\$ 8.25
Romero, Julia	Student Aide I	IMC	08/25/11	\$ 8.00
Rubin, Haley	Student Aide I	Performing Arts / Theater	08/16/11	\$ 8.00
Saldivar, Michelle	Student Aide I	Food Services	08/29/11	\$ 8.00
Sanchez, Gabriela	Student Aide I	Library	08/25/11	\$ 8.00
Seitz-Vega, Monica	Student Aide I	Tutorial Services	08/09/11	\$ 8.50
Serrato, Bianca	Student Aide I	Food Services	08/29/11	\$ 8.00
Taranto, Anthony	Student Aide I	IMC	08/26/11	\$ 8.00
Taylor, Antonio	Student Aide I	ECS	08/29/11	\$ 8.50
Valiente, Jennifer	Student Aide I	Food Services	08/26/11	\$ 8.00

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

RIVERSIDE CITY COLLEGE (continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Velasquez, Richard	Student Aide I	Food Services	08/17/11	\$ 8.00
Zamora, Cheree	Student Aide I	Food Services	08/30/11	\$ 8.00
Zhong, Yi	Student Aide I	Business Admin / IST	08/15/11	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COMMUNITY SERVICE PROGRAM				
Gonzales, Arianna	Student Aide I	YWCA - RIV	09/06/11	\$ 8.00

NORCO COLLEGE

Alamilla, Jose	Student Aide I	Title V Disability Resource Center	09/06/11	\$ 8.00
Arreola, Alejandro	Student Aide I	Services	09/02/11	\$ 8.00
Castro, Brizelda	Student Aide I	Disability Resource Center	09/07/11	\$ 8.00
Del Real, Marc	Student Aide I	Veterans Services	09/02/11	\$ 8.00
Evans, John	Student Aide I	Disability Resource Center	09/01/11	\$ 8.00
Ezenwa, Micheal	Student Aide I	Assessment Center	09/08/11	\$ 8.00
Gonzalez, Marisela	Student Aide I	Library	09/06/11	\$ 8.00
Gray, Kaila	Student Aide I	Services	09/01/11	\$ 8.00
Hernandez, Michael	Student Aide I	Student Activities	09/01/11	\$ 8.00
Herrera, Reienza	Student Aide I	Vice President, Student Services	09/07/11	\$ 8.00
Hill, Olatoyin	Student Aide I	Disability Resource Center	09/02/11	\$ 8.00
Johnson, Kristin	Student Aide I	CalWORKs/Outreach	09/08/11	\$ 8.00
Langley, Bonnie	Student Aide II	Library	09/02/11	\$ 10.00
Ortega, Cristal	Student Aide I	Upward Bound	09/01/11	\$ 8.00
Plourde, Marcelle	Student Aide III	Services	09/06/11	\$ 10.00
Portillo, Belinda	Student Aide I	Library	09/01/11	\$ 8.00
Preciado, Michael	Student Aide II	Library	09/02/11	\$ 9.00
Preston, Travis	Student Aide I	Library	08/31/11	\$ 8.00
Sutter, Shaunna	Student Aide I	Student Activities	09/06/11	\$ 8.00
Valadez, Magaly	Student Aide I	Services	09/01/11	\$ 8.00
Velasquez, Farah	Student Aide I	Library	09/08/11	\$ 8.00
Williams, Dawn	Student Aide I	Student Employment	09/02/11	\$ 8.50

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

RIVERSIDE CITY COLLEGE

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Anderson, Zaire	Student Aide I	PE / Football	09/02/11	\$ 8.00
Arnwine, Breyonna	Student Aide I	PE / Women's Track	08/30/11	\$ 8.00
Avent, James	Student Aide I	PE / Women's Track	09/02/11	\$ 8.00
Braden, Isaiah	Student Aide II	PE / Men's Track	09/02/11	\$ 9.00
Britt, William	Student Aide II	PE / Men's Track	09/02/11	\$ 9.00
Brown, Devonn	Student Aide I	PE / Football	09/02/11	\$ 8.00
Chestnut, Farran	Student Aide I	PE / Women's Track	09/01/11	\$ 8.00
Davila, Michael	Student Aide II	PE / Men's Track	09/01/11	\$ 9.00
Davis, Janae	Student Aide I	PE / Women's Track	09/02/11	\$ 8.00
DeGuire, Teresa	Student Aide I	Workforce Preparation	09/06/11	\$ 8.00
Dennis, Bree	Student Aide I	Workforce Preparation	09/06/11	\$ 8.00
Dietz, Jasmine	Student Aide I	Faculty Development	09/02/11	\$ 8.00
Ferguson, Raylene	Student Aide II	School of Nursing	09/02/11	\$ 9.00
Foster, Sadale	Student Aide I	PE / Football	09/01/11	\$ 8.00
Fowler, Shannon	Student Aide I	PE / Men's Basketball	09/01/11	\$ 8.00
Franklin, Jose	Student Aide I	PE / Men's Basketball	09/01/11	\$ 8.00
Fuentes, Gina	Student Aide I	Performance Riverside	09/07/11	\$ 8.25
Ireland Jr., Bernard	Student Aide I	PE / Men's Basketball	09/01/11	\$ 8.00
Johns III, Maurice	Student Aide I	PE / Men's Basketball	09/01/11	\$ 8.00
Lanier, Dominique	Student Aide I	PE / Men's Basketball	09/01/11	\$ 8.00
Lucero, Nicholas	Student Aide I	Faculty Development	08/30/11	\$ 8.00
Page, Jasmine	Student Aide II	Culinary Academy	09/01/11	\$ 9.00
Thompson, Keturah	Student Aide I	Workforce Prep / ILP	09/07/11	\$ 8.00
Walker, Corey	Student Aide II	PE / Men's Basketball	09/02/11	\$ 9.00
Woods, Alexis	Student Aide I	Performance Riverside	09/02/11	\$ 8.00

\*REVISED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Subject: Other Personnel

Date: September 20, 2011

1. Substitute Assignments

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

2. Short-term Positions

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

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

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



## Agenda Item (VI-B-1)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-1)
Subject	Purchase Order and Warrant Report - All District Resources
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$7,332,654 and District Warrant Claims totaling \$6,773,537.

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### Background Narrative:

The attached Purchase Order and Warrant Report - All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$7,332,654 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 179771-180871) totaling \$6,773,537 have been reviewed by the District Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

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

### Attachments:

[Purchase Order Report \(August 2011\) - September 2011](#)

Report of Purchases-All District Resources  
 \$78,900 and Over  
 8/01/11 thr 8/31/11

PO#	Department	Vendor	Description	Amount
B0008960	Human Resources & Diversity	International Assurance of TN, Inc.	Stop Loss Insurance	\$ 288,000
C0003520	FPD&C	Dalke & Sons Construction, Inc.	Citrus Belt Savings & Loan	948,480
C0003525	Administration & Finance	Magnon Property Management	Property Management of Spruce St. District Offices	135,515
C0003539	Risk Management	York Insurance Services Group Inc.	Claims Administration Fees	183,600
C0003543	FPD&C	Columbia Steel, Inc.	Citrus Belt Savings & Loan Bid Award	207,448
C0003548	FPD&C	J. M. Farnan Co., Inc.	Citrus Belt Savings & Loan Bid Award	280,000
C0003549	FPD&C	Caston, Inc.	Citrus Belt Savings & Loan Bid Award	189,985
C0003556	Performance Riverside	OD Music, Inc.	Orchestra	120,000
P0029819	Risk Management	Alliance of Schools for Cooperative Insurance Programs	Fire and Theft	537,284
P0029905	Information Services	Nexus IS, Inc	Computer Software Maint/Lic	91,015
P0029906	Information Services	Nexus IS, Inc	Computer Software Maint/Lic	211,202
P0029908	Athletics	Student Insurance	Student Insurance	189,164
P0029990	Facilities	Nikon Instruments, Inc	Equip Additional \$200-\$4999	276,609
			Total	\$ 3,658,302
			All Purchase Orders, Contracts, and Additions for the Period of 8/01/11 - 8/31/11	
			Contracts- C3518 - C3556	\$ 985,322
			Contract Additions- C1631 - C3406	
			Purchase Orders- P29686 - P30039	1,218,448
			Purchase Order Additions- P28825 - P29685	
			Blanket Purchase Orders- B8888 - B9371	1,470,582
			Blanket Purchase Order Additions- B8413 - B8829	
			Total	\$ 3,674,352
			Grand Total	\$ 7,332,654





## Agenda Item (VI-B-5-a)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-a)
Subject	Purchase of Information Technology Goods and Services from Nexus IS, Inc., Utilizing the California Multiple Award Schedules (CMAS) Contract Nos. 3-09-70-0163AE and 3-09-70-0163AC
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of information technology goods and services from Nexus IS, Inc., utilizing CMAS Contract Nos. 3-09-70-0163AE and 3-09-70-0163AC.

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### Background Narrative:

The California Multiple Award Schedules (CMAS) offers a wide variety of products and services at prices that have been assessed to be fair, reasonable and competitive. CMAS contracts are established by the State of California, Department of General Services for use of all California State and Local Government agencies that are empowered to expend public funds for the acquisition of products and services. Public Contract Code 10298 authorizes state and local agencies to contract with suppliers awarded CMAS contracts without further competitive bidding.

Riverside Community College District utilizes multiple vendors to purchase information technology goods and services. Staff recommends use of the CMAS awarded contract numbers 3-09-70-0163AE and 3-09-70-0163AC, as sources to purchase information technology goods and service from Nexus IS, Inc. The term for CMAS contract number 3-09-70-0163AE is from June 2, 2009 through September 30, 2012. The term for CMAS contract number 3-09-70-0163AC is from May 28, 2009 through October 31, 2011. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that these contracts best meet the needs of the District.

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

## Agenda Item (VI-B-5-b)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-b)
Subject	Purchase of Science Supplies, Equipment, Furniture, Services and Related Science Instructional Items from Fisher Science Education, Utilizing the U.S. Communities Government Purchasing Alliance Contract No. 08-04026
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of science supplies, equipment, furniture, services and related science instructional items from Fisher Science Education, using the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 08-04026.

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### Background Narrative:

U.S. Communities Government Purchasing Alliance, a nonprofit government-purchasing cooperative, maintains lists of contracts for goods and services awarded to multiple vendors. U.S. Communities assists in reducing the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

A competitive solicitation was issued on behalf of U.S. Communities for the purchase of science supplies, equipment, furniture, services and related science instructional items. Fisher Science Education was awarded contract No. 08-04026. Riverside Community College District utilizes multiple vendors to purchase science supplies, equipment, furniture, services and related science instructional items. Staff recommends use of U.S. Communities Government Purchasing Alliance Contract No. 08-04026, as one source to purchase science supplies, equipment, furniture, services and related science instructional items from Fisher Science Education. The term of the contract is from July 01, 2008 to June 30, 2013. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract meets the needs of the District.

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



## Agenda Item (VI-B-5-c)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-c)
Subject	Purchase Maintenance, Repair and Operating Commodities and Related Services from Home Depot U.S.A., Inc., Utilizing the U.S. Communities Government Purchasing Alliance Contract No. 11019
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of maintenance, repair and operating commodities and related services from Home Depot U.S.A., Inc., using the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 11019.

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### Background Narrative:

U.S. Communities Government Purchasing Alliance, a nonprofit government-purchasing cooperative, maintains lists of contracts for goods and services awarded to multiple vendors. U.S. Communities assists in reducing the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

A competitive solicitation was issued on behalf of U.S. Communities for the purchase of maintenance, repair and operating commodities and related services. Home Depot U.S.A., Inc. was awarded contract No. 11019. Riverside Community College District utilizes multiple vendors to purchase maintenance, repair and operating commodities and related service. Staff recommends use of U.S. Communities Government Purchasing Alliance Contract No. 11019, as one source to purchase maintenance, repair and operating commodities and related services from Home Depot U.S.A., Inc. The term of the contract is from August 1, 2011 through July 31, 2014, with an option to renew for two (2) additional one (1) year periods. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract meets the needs of the District.

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

## Agenda Item (VI-B-5-d)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-d)
Subject	Purchase of Science Supplies and Chemicals from Sargent-Welch, Utilizing Competitively Bid Los Angeles Unified School District (LAUSD) Contract No. 0950190
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of science supplies and chemicals from Sargent-Welch, utilizing competitively bid Los Angeles Unified School District (LAUSD) Contract No. 0950190.

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### Background Narrative:

Los Angeles Unified School District (LAUSD) has awarded a competitively bid contract to Sargent-Welch, for the purchase of science supplies and chemicals. Community College District governing boards have the authority to piggyback on bid proposals properly advertised and awarded by other public entities, per Public Contract Code Section 20652. Piggybacking reduces the cost of procurement and often provides lower prices than a single jurisdiction would be able to obtain.

Riverside Community College District utilizes multiple vendors for providing science supplies and chemicals. Staff recommends use of the LAUSD Contract No. 0950190, as one source, to purchase science supplies and chemicals from Sargent-Welch. The term of the contract is from June 1, 2009 through May 31, 2012. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

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



## Agenda Item (VI-B-5-e)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-e)
Subject	Purchase of Science Lab Equipment and Supplies from VWR International, Utilizing Western States Contracting Alliance (WSCA) Contract No. SBPO1337
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of science lab equipment and supplies from VWR International, utilizing WSCA contract number SBPO1337.

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### Background Narrative:

The Western States Contracting Alliance (WSCA) is comprised of 15 western states, including California. The purpose of WSCA is to achieve price discounts by combining the bidding requirements of multi-state governmental agencies and to cost effectively and efficiently acquire quality products and services through cooperative procurement. All governmental entities within WSCA states, as well as authorized governmental entities in non-WSCA states, may use the approved agreements. Public Contract Code 20652 authorizes state and local agencies to contract with suppliers awarded WSCA contracts without further competitive bidding.

Riverside Community College District utilizes multiple vendors to purchase science lab equipment and supplies. Staff recommends use of WSCA Contract No. SBPO1337, as one source to purchase science lab equipment and supplies from VWR International. The term of the contract is from July 1, 2010 through June 30, 2013, with an option to extend the term for two (2) additional one (1) year terms. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

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



## Agenda Item (VI-B-5-f)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-f)
Subject	Purchase Information Technology Goods and Services from Presidio Networked Solutions, Utilizing the California Multiple Award Schedules (CMAS) Contract No. 3-11-70-2834A
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of information technology goods and services from Presidio Networked Solutions, utilizing CMAS Contract No. 3-11-70-2834A.

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### Background Narrative:

The California Multiple Award Schedules (CMAS) offers a wide variety of products and services at prices that have been assessed to be fair, reasonable and competitive. CMAS contracts are established by the State of California, Department of General Services for use of all California State and Local Government agencies that are empowered to expend public funds for the acquisition of products and services. Public Contract Code 10298 authorizes state and local agencies to contract with suppliers awarded CMAS contracts without further competitive bidding.

Riverside Community College District utilizes multiple vendors to purchase information technology goods and services. Staff recommends use of the CMAS awarded contract number 3-11-70-2834A, as one source to purchase information technology goods and service from Presidio Networked Solutions. The term for CMAS contract number 3-11-70-2834A is from July 21, 2011 through December 31, 2013. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that these contracts best meet the needs of the District.

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



## Agenda Item (VI-B-5-g)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-g)
Subject	Purchase of Educational, Computer and Training Furniture from Spectrum Industries, Inc., Utilizing Competitively Bid Premier Educational Purchasing Program for Microcomputers Contract
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of educational, computer and training furniture from Spectrum Industries, Inc., utilizing competitively bid Premier Educational Purchasing Program for Microcomputers (PEPPM) Contract.

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### Background Narrative:

The Premier Educational Purchasing Program for Microcomputers (PEPPM) is a nationwide technology bidding and purchasing program. PEPPM assists in reducing the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. A competitive solicitation was issued for the purchase of educational, computer and training furniture. Spectrum Industries, Inc was awarded the contract. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

Riverside Community College District utilizes multiple vendors for providing educational, computer and training furniture. Staff recommends use of the Spectrum Industries, Inc. contract, as one source to purchase educational, computer and training furniture. The term of the contract is from January 1, 2011 through December 31, 2013. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

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

## Agenda Item (VI-B-5-h)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-h)
Subject	Rejection of All Bids - Moreno Valley Learning Gateway Building
College/District	District
Funding	Measure C
Recommended Action	It is recommended that the Board of Trustees reject all bids listed in the attachment; that the scope of the project be revised to reflect available funding; and that the construction trade categories be rebid.

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### Background Narrative:

On December 15, 2009, the Board of Trustees approved the scope design and budget for the Moreno Valley Learning Gateway Building using Moreno Valley College's allocated Measure C funds. This multi-use facility includes faculty and program offices, 4-level parking structure with approximately 800 parking spaces, and a large solar panel array canopy.

On July 28, 2011, the District received bids in response to an Invitation for Bid solicitation for the construction trade categories listed in the attachment. A summary of the bid results is also attached. District staff reviewed the bids and found that the total cost of construction exceeded the budget estimated by the construction management firm, C.W. Driver. Staff recommends that all bids be rejected and that the entire project scope be revised to reflect available funding. The architect, in coordination with the college and District staff, will redesign key elements of the building and will then re-submit plans to DSA for approval. The project is scheduled to be rebid in early 2012.

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

### Attachments:

[Rejection of All Bids - MV Learning Gateway Building](#)  
[Moreno Valley Learning Gateway Building Bid Results](#)



Rejection of All Bids - MV Learning Gateway Building

<u>Bid Number</u>	<u>Construction Trade Category</u>	<u>C.W. Driver's Estimate</u>	<u>Low Bid</u>
2010/11-13	Survey	\$ 30,000	\$ 114,370
2010/11-14	Grading/Demo	\$ 400,000	\$ 549,000
2010/11-15	AC Paving, Site Concrete & Site Pavers	\$ 780,000	\$ 1,954,129
2010/11-19	Landscaping & Site Furnishings	\$ 500,000	\$ 773,853
2010/11-20	Misc/Structural Metals	\$ 900,000	\$ 2,982,327
2010/11-21	Casework	\$ 130,000	\$ 113,100
2010/11-22	Flashing, Sheet Metal & Metal Panels	\$ 2,200,000	\$ 3,323,861
2010/11-23	Waterproofing/Roofing	\$ 500,000	\$ 588,380
2010/11-25	Glazing	\$ 820,000	\$ 842,000
2010/11-26	Drywall, Plaster, & Insulation	\$ 500,000	\$ 1,015,585
2010/11-27	Tile	\$ 68,000	\$ 74,334
2010/11-28	Acoustical Ceilings	\$ 360,000	\$ 874,500
2010/11-29	Flooring	\$ 74,000	\$ 96,897
2010/11-30	Painting	\$ 250,000	\$ 364,300
2010/11-31	Misc Specialties	\$ 150,000	\$ 279,800
2010/11-32	Plumbing	\$ 800,000	\$ 1,658,000
2010/11-33	Mechanical	\$ 1,200,000	\$ 1,595,000
2010/11-34	Electrical	\$ 2,000,000	\$ 2,480,000
2010/11-35	Parking Structure/Structural Concrete	<u>\$ 8,500,000</u>	<u>\$ 17,320,000</u>
		\$20,162,000	\$36,999,436

Riverside Community College District  
 Project Name: MVC - Learning Gateway Building  
 Bid Opening: Thursday, July 28th, 2011 @ 2:00 PM

## Bid Results

Bid Category 2010/11-13 - Survey	Office Location	Base Bid
<b>** Adkinson Engineers, Inc. dba Adkan Engineers</b>		<b>\$114,370.00</b>
<b>Bid Category 2010/11-14 - Grading/ Demolition</b>		
<del>Pulled Due To Clerical Error - McKenna General Engineering, Inc.</del>	<del>Corona, Ca</del>	<del>\$336,282.00</del>
<b>** Earth Tek Engineering Corp.</b>	<b>Chino Hills, Ca</b>	<b>\$549,000.00</b>
Southern California Grading, Inc.	Irvine, Ca	\$566,300.00
Laird Construction Co. Inc.	Rancho Cucamonga, Ca	\$711,850.00
Fata Construction & Development	Riverside, Ca	\$746,000.00
J/K Excavation & Grading Co., Inc.	Fontana, Ca	\$764,967.00
Crew, Inc.	Rancho Dominguez, Ca	\$829,800.00
Doja, Inc.	Ontario, Ca	\$897,000.00
<b>Bid Category 2010/11-15 - AC Paving, Site Concrete &amp; Site Pavers</b>		
<del>Rejected - Bid Form Incorrectly Filled Out - Fata Construction &amp; Develop</del>	<del>Riverside, Ca</del>	<del>\$836,000.00</del>
<b>** Bomel Construction Co., Inc.</b>	<b>Anaheim Hills, Ca</b>	<b>\$1,954,129.00</b>
<b>Bid Category 2010/11-19 - Landscaping &amp; Site Furnishing</b>		
<b>** FYR Landscaping Inc. dba Pierre Sprinkler &amp; Landscape</b>	<b>Monrovia, Ca</b>	<b>\$773,853.00</b>
Marina Landscape-Anaheim	Anaheim, Ca	\$809,500.00
<b>Bid Category 2010/11-20 - Misc./ Structural Metals</b>		
<b>** A C S S Anderson Charnesky Structural Steel, Inc.</b>	<b>Beaumont, Ca</b>	<b>\$2,982,327.00</b>
Bapko Metal, Inc.	Orange, Ca	\$3,198,055.00
Columbia Steel, Inc.	Rialto, Ca	\$3,258,337.00
Blazing Industrial Steel, Inc.	Riverside, Ca	\$3,529,617.00
McMahon Steel, Inc.	San Diego, Ca	\$4,907,862.00
<b>Bid Category 2010/11-21 - Casework</b>		
<b>** K &amp; Z Cabinet Co Inc</b>	<b>Ontario, Ca</b>	<b>\$113,100.00</b>
Stolo Cabinets, Inc.	Brea, Ca	\$138,240.00
Roy E. Whitehead Inc.	Riverside, Ca	\$139,573.00
Lozano Caseworks, Inc	Colton, Ca	\$140,000.00
<b>Bid Category 2010/11-22 - Flashing, Sheetmetal and Metal Panels</b>		
<del>Pulled Due To Clerical Error - Best Contracting Services, Inc.</del>	<del>Gardena, Ca</del>	<del>\$2,419,270.00</del>
<b>** PHL, Inc. dba VNSM</b>	<b>Long Beach, Ca</b>	<b>\$3,323,861.00</b>
CMF, Inc. - Custom Metal Fabricators	Orange, Ca	\$3,777,159.00
California Sheet Metal	El Cajon, Ca	\$3,915,700.00
Action Sheet Metal, Inc.	Los Angeles, Ca	\$4,650,000.00
Weiss Sheet Metal Company	Gardena, Ca	\$5,388,088.00
<b>Bid Category 2010/11-23 - Waterproofing/ Roofing</b>		
<b>** Best Contracting Services, Inc.</b>	<b>Gardena, Ca</b>	<b>\$588,380.00</b>
Courtney Waterproofing & Roofing	Irvine, Ca	\$666,879.00
Waterproofing Experts, Inc.	Canoga Park, Ca	\$839,915.00
Trooyer Contracting Company, Inc.	Santa Fe Springs, Ca	\$859,739.00
Alcala Co., Inc	San Diego, Ca	\$1,033,900.00
<b>Bid Category 2010/11-25 - Glazing</b>		
<b>** Corona Aluminum Company</b>	<b>Riverside, Ca</b>	<b>\$842,000.00</b>
Sashco, Inc.	Riverside, Ca	\$919,900.00
Roy E. Whitehead Inc.	Ontario, Ca	\$998,135.00
FBLN Inc. dba PAC Glazing Solutions	Woodinville, Wa	\$1,022,955.57
Aragon Construction, Inc.	Montclair, Ca	\$1,026,000.00
Liberty Glass & Metal, Inc.	Upland, Ca	\$1,154,824.00

\*\* = Apparent Low Bidder

Riverside Community College District  
 Project Name: MVC - Learning Gateway Building  
 Bid Opening: Thursday, July 28th, 2011 @ 2:00 PM

## Bid Results

Bid Category 2010/11-26 - Drywall, Plaster & Insulation		
Disqualified for Incorrect License – A.J.Fistes Corporation	Long Beach, Ca	\$746,900.00
<b>** Caston, Inc.</b>	<b>San Bernardino, Ca</b>	<b>\$1,015,585.00</b>
Sierra Lathing Co., Inc.	Rialto, Ca	\$1,125,500.00
Rutherford Co., Inc.	Los Angeles, Ca	\$1,175,000.00
Superior Wall Systems, Inc.	Fullerton, Ca	\$1,190,714.00
standard Drywall, Inc.	Corona, Ca	\$1,920,569.00
Bid Category 2010/11-27 - Tile		
<b>** Continental Marble &amp; Tile Company</b>	<b>Corona, Ca</b>	<b>\$74,334.00</b>
Inland Pacific Tile, Inc.	San Bernardino, Ca	\$92,400.00
Premier Tile & Marble	Gardena, Ca	\$92,763.00
Bid Category 2010/11-28 - Acoustical Ceilings		
<b>** Preferred Ceilings Inc</b>	<b>Brea, Ca</b>	<b>\$874,500.00</b>
Elljay Acoustics, Inc.	Placentia, Ca	\$1,252,700.00
Bid Category 2010/11-29 - Flooring		
<b>** Interior Resources, Inc dba Commercial Interior Resources, Inc.</b>	<b>Irvine, Ca</b>	<b>\$96,897.00</b>
Continental Flooring Inc	Rancho Cucamonga, Ca	\$169,126.00
Bid Category 2010/11-30 - Painting		
<b>** A.J. Fistes Corporation</b>	<b>Long Beach, Ca</b>	<b>\$364,300.00</b>
C.T. Georgiou Painting Co.	Wilmington, Ca	\$442,000.00
Borbon, Inc.	Buena Park, Ca	\$638,000.00
DJM Construction Co., Inc.	Anaheim, Ca	\$817,000.00
Bid Category 2010/11-31 - Misc. Specialties		
<b>** Inland Building Construction Company</b>	<b>San Bernardino, Ca</b>	<b>\$279,800.00</b>
Bid Category 2010/11-32 - Plumbing		
<b>** Fischer, Inc.</b>	<b>San Bernardino, Ca</b>	<b>\$1,658,000.00</b>
Bali Construction, Inc.	South El Monte, Ca	\$1,873,800.00
Bid Category 2010/11-33 - Mechanical		
<del>Pulled Due To Clerical Error – West-Tech Mechanical, Inc.</del>	<del>Montclair, Ca</del>	<del>\$1,465,000.00</del>
<b>** Liberty Climate Control</b>	<b>South El Monte, Ca</b>	<b>\$1,595,000.00</b>
Couts Heating And Cooling, Inc.	Corona, Ca	\$1,623,000.00
Air -Ex Air Conditioning, Inc.	Pomona, Ca	\$1,717,177.00
ACH Mechanical	Redlands, Ca	\$1,735,000.00
Circulating Air, Inc.	North Hollywood, Ca	\$1,820,000.00
Scorpio Enterprises dba AireMasters Air Conditioning	Santa Fe Springs, Ca	\$1,850,000.00
Air Flow Mechanical, Inc.	Walnut, Ca	\$2,110,000.00
Bid Category 2010/11-34 - Electrical		
<b>** Pacific ELS Inc. DBA WB Walton Electric</b>	<b>Beaumont, Ca</b>	<b>\$2,480,000.00</b>
Daniel's Electrical Construction CO.	Fontana, Ca	\$2,656,000.00
R I S Electrical Inc	Riverside, Ca	\$2,880,000.00
Rosendin Electric	La Palma, Ca	\$2,984,000.00
DELMAC	Los Angeles, Ca	\$6,490,000.00
Bid Category 2010/11-35 - Parking Structure/Structural Concrete		
<del>Pulled Due To Clerical Error – Woodcliff Corporation</del>	<del>Los Angeles, Ca</del>	<del>\$13,590,000.00</del>
<b>** JT Wimsatt Contracting Co.</b>	<b>Valencia, Ca</b>	<b>\$17,320,000.00</b>
McCarthy Building Companies, Inc.	Newport Beach, Ca	\$17,440,083.00
WM Klorman	Woodland Hills, Ca	\$18,087,683.00
Bomel Construction Co., Inc.	Anaheim Hills, Ca	\$18,297,000.00
Guy Yocom Construction	Norco, Ca	\$19,100,000.00

\*\* = Apparent Low Bidder



## Agenda Item (VI-B-5-i)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-i)
Subject	Nursing/Science Building Riverside City College
College/District	Riverside
Funding	
Recommended Action	It is recommended that the Board of Trustees approve the Riverside City College Nursing/Science Building award of bids for furniture, fixtures and equipment and award to the lowest responsive/responsible bidders as long as bids are within the project budget; permit project bid ratification at a subsequent Board of Trustees meeting.

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### Background Narrative:

On June 17, 2008, the Board of Trustees approved the scope of design and budget for the Nursing/Science Building project at Riverside City College.

Due to the importance of meeting the rapid student occupancy scheduled for Spring 2012, the procurement and delivery of furniture, fixtures and equipment for the Riverside City College Nursing/Science Building must be complete by Winter 2012. Staff is seeking every opportunity to procure necessary items in a timely manner. Although an exception to District standard operating procedures, staff requests Board pre-approval of bids awards to the lowest responsive/responsible bidders within the project budget, and pre-approve issuing contracts.

Early award of outstanding furniture, fixtures and equipment purchases will ensure the project remains on schedule. Board review and ratification will be presented at the next regular Board of Trustees meeting following bid award. Funded from the Board-approved project budget, Nursing/Science Building project Riverside City College.

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President



## Agenda Item (VI-B-5-j)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-5-j)
Subject	Purchase of Science Educational Equipment from Pasco Scientific, Utilizing Competitively Bid Los Angeles Community College District Contract No. 40137
College/District	District
Funding	Various Resources
Recommended Action	It is recommended that the Board of Trustees approve the purchase of science educational equipment from Pasco Scientific, utilizing competitively bid Los Angeles Community College District (LACCD) Contract No. 40137.

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### Background Narrative:

Los Angeles Community College District (LACCD) has awarded a competitively bid contract to Pasco Scientific for the purchase of science educational equipment. Community College District governing boards have the authority to piggyback on bid proposals properly advertised and awarded by other public entities, per Public Contract Code Section 20652. Piggybacking reduces the cost of procurement and often provides lower prices than a single jurisdiction would be able to obtain.

Riverside Community College District utilizes multiple vendors for providing science educational equipment. Staff recommends use of the LACCD Contract No. 40137, as one source to purchase science educational equipment from Pasco Scientific. The term of the contract is from May 13, 2010 through May 12, 2013. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

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



## Agenda Item (VI-B-6-a)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-a)
Subject	Contracts and Agreements Report Less than \$78,900 - All District Resources
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees ratify contracts totaling \$985,322.

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### Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$78,900. The attached listing of contracts and agreements under \$78,900 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

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

### Attachments:

[Contracts and Agreements Less than \\$78,900 \(August 2011\) - September 2011](#)

Contracts and Agreements Report - All District Resources  
 \$78,900 and Under  
 8/01/11 thru 8/31/11

PO#	Department	Vendor	Business Location	Description	Amount
C0003518	Academic Affairs	CAPA	Boston, MA	Study Abroad Fall 2011	\$ 1,000
C0003519	HHPS - Moreno Valley	Shred-It	Riverside	Shredding Services	370
C0003521	Human Resources & Diversity	Collegeceos, Inc	Riverside	Executive Search Services	42,500
C0003522	Human Resources & Diversity	Collegeceos, Inc	Riverside	Executive Search Services	42,500
C0003523	Campus Police	Market-Based Solutions, Inc	Los Angeles	SCAQMD Rule 2202 Emission Credits	13,654
C0003524	International Students	Jang, Dr. John	Walnut	Recruiting Services	7,000
C0003526	Workforce Preparation	Hankins, Demontray	Walnut	Independent City Opening Address	350
C0003527	Risk Management	Alliance of Schools for Cooperative	Cerritos	Risk Control Specialist	43,413
C0003528	CTE Projects	Corona - Norco Unified School District	Norco	CTE Collaborative Grant	69,890
C0003529	Community & Economic Development	Gereau, Servando	Redlands	Training	2,250
C0003530	Community & Economic Development	Gereau, Servando	Redlands	Training	2,800
C0003531	Community & Economic Development	Softskills	Chatsworth	Training	2,800
C0003532	Workforce Preparation	Tarango, Pamela	Riverside	Workshops	1,050
C0003533	Workforce Preparation	Akashian, Meline	Vista	Workshops	2,250
C0003534	Workforce Preparation	Rushing, Deshea	Redlands	Workshops	850
C0003535	Food Services - Moreno Valley	Bryan Exhaust Service Inc.	Burbank	Hood Cleaning Services	1,750
C0003536	Institutional Effectiveness	Acorn Technology Corporation	Riverside	Managed IT Services	8,265
C0003537	FPD&C	Tamra Kay Interior Design Consulting	Irvine	Nursing/Science Bldng FF&E Consultant	60,335
C0003538	Public Affairs & Institutional Advancement	Regus, Margaret Elaine	San Dimas	Writing Services	18,000
C0003540	Administrative Support Center	Sharp Electronics Corp.	Mahwah, NJ	Repairs - Service	25,000
C0003541	Facilities	Orkin, Inc.	Colton	Pest Control	12,648
C0003542	FPD&C	US Demolition, Inc.	Anaheim	Citrus Belt Savings & Loan Bid Award	78,181
C0003544	Workforce Preparation	Omnipatform Corporation	Riverside	Web Site Development	78,000
C0003545	Facilities - Moreno Valley	Orkin, Inc.	Colton	Pest Control	3,636
C0003546	Community & Senior Citizen Education	Boston Reed College	Napa	Community Ed Presenter	10,000
C0003547	Open Campus	Acorn Technology Corporation	Riverside	Datacenter Co-Location	9,572
C0003550	Human Resources & Diversity	Liebert Cassidy Whitmore	Los Angeles	Training Services	2,500
C0003551	FPD&C	Winegardner Masonry, Inc	Yucaipa	MV Dental Education Center Bid Award	33,435
C0003552	Community & Senior Citizen Education	Education to Go	Temecula	Community Education Presenter	2,500
C0003553	HHPS - Moreno Valley	Thermal Combustion Innovators, Inc.	Colton	Medical Waste Pickup Services	1,466
C0003554	Community & Economic Development	Amaya, Teresa	Beaumont	Outreach Liaison/Analysis	52,000
C0003555	Community & Economic Development	Amaya, Teresa	Beaumont	Outreach Liaison/Analysis	10,400
N/A	Workforce Preparation	City of Riverside	Riverside	Allows FWS Students to Work at City of Riverside Sites	No Cost
N/A	Library	Advanced Copy Systems	San Bernardino	Coins & Bills Operated Copiers	No Cost
N/A	Student Activities	UCLA Conference Services	Los Angeles	Conference	No Cost
N/A	Business Administration	Rancho Santiago Community College District	Santa Ana	Faculty Entrepreneurship Project	No Cost
N/A	VP, Business Services-Moreno Valley	HID Global Corp	Irvine	HID Credential Program	No Cost
N/A	Student Financial Services	US Department of Education	Washington, DC	Participation in Student Financial Assistance Programs	No Cost
N/A	Student Financial Services	National Student Clearinghouse	Herndon, VA	Enrollment of Postsecondary Education Students	No Cost
N/A	Student Financial Services	California Student Aid Commission	Rancho Cordova	Participation in CA Student Aid Commission Programs	No Cost
N/A	Facilities-Norco	Riverside County Superintendent of Schools	Riverside	Grounds Support for Norco Head Start	No Cost

Additions to Approved/Ratify Contracts of \$78,900 and Under

Contracts and Agreements Report - All District Resources  
 \$78,900 and Under  
 8/01/11 thru 8/31/11

PO#	Department	Vendor	Business Location	Description	Amount
C0001631	PSET	Riverside County	Riverside	Facilities Rental/Ben Clark	24,103
C0002669	FPD&C	TBP Architecture	Concord	Amend #1/Extends Date to 6/30/12	No Cost
C0002683	Facilities	Amtech Elevator Services	Anaheim	Maintenance Agreement	45,195
C0002824	FPD&C	KAR Construction, Inc	Ontario	Nursing/Sciences Building Bid Award	2,674
C0002825	FPD&C	Columbia Steel, Inc	Rialto	Nursing/Sciences Building Bid Award	8,894
C0002831	Information Services	US Bank	St Louis, MO	Copy Overage	12
C0002930	FPD&C	Perfection Glass, Inc	Lake Elsinore	Nursing/Sciences Building Bid Award	2,481
C0002935	FPD&C	Continental Flooring Inc	Rancho Cucamonga	Nursing/Sciences Building Bid Award	9,596
C0003039	Culinary Academy	Protection One	Lawrence, KS	Alarm Monitoring Services	384
C0003069	Information Services	NEC Unified Solutions, Inc.	Cypress	Maintenance	1,500
C0003100	FPD&C	Pro-Craft Plumbing Company, Inc	Redlands	Wheelock Gym Seismic Retrofit Bid Award	69,265
C0003152	Communications Center - Moreno Valley	Oce Financial Services / Leases	Chicago, IL	Lease Agreement	25,000
C0003181	Academic Affairs	Oce North America, Inc.	Louisville, KY	Maintenance Agreement	388
C0003282	Economic Development	Vantages	Newport Beach	Consulting Services	33,000
C0003284	Economic Development	Resonnect Marketing	Carlsbad	Consulting Services	6,600
C0003286	Economic Development	Plenum Revenue Group	Laguna Niguel	Consulting Services	22,000
C0003364	Administrative Support Center	Sharp Electronics Corp.	Mahwah, NJ	Repairs - Service	66,576
C0003406	FPD&C	GDA Incorporated	Yucaipa	Wheelock Gym Seismic Retrofit	27,289
C0003554	Community & Economic Development	Amaya, Teresa	Beaumont	Amends/Changes Start Date to 7/1/11	No Cost
N/A	Community & Economic Development	City of Riverside	Riverside	Amends/Extends Date to 6/30/13	No Cost
N/A	Community & Economic Development	Cal Poly Pomona	Pomona	Amends/Extends Date to 6/30/12	No Cost
				Total	<u>\$ 985,322</u>





## Agenda Item (VI-B-6-b)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-b)
Subject	Amendment to Sub-Contract for Completion Counts Initiative with Alvord Unified School District
College/District	Riverside
Funding	Completion Counts Initiative
Recommended Action	Recommend the Board of Trustees approve the amendment to the Sub Contract with Alvord USD.

---

### Background Narrative:

The amendment increases the Alvord Unified School District (AUSD) sub-contract to a maximum of \$150,000.00 for fiscal year 2011-2012. All other terms and conditions will remain as stated in the original sub-contract. The additional revenue will allow AUSD to meet the operational objectives of the Completion Counts Initiative. Funding is provided through the Completion Counts Initiative, there is no cost to the District.

Prepared By: Cynthia Azari, President, Riverside City College  
Michael Wright, Director, Workforce Preparation Grants and Contracts  
Shelagh Camak, Executive Dean, Workforce & Resource Development

### Attachments:

[Amendment to Sub Contract - AUSD](#)

AMENDMENT TO AGREEMENT

This document amends the original Agreement between the ALVORD UNIFIED SCHOOL DISTRICT (AUSD) and RIVERSIDE COMMUNITY COLLEGE DISTRICT on behalf of RIVERSIDE CITY COLLEGE (THE COLLEGE) approved by the Vice Chancellor, Administration and Finance on May 31, 2011.

The agreement is hereby amended as follows:

**Addendum A:**

AUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a monthly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of the month. Invoicing will not exceed the following annual amounts without a written amendment to this agreement:

- Year 2 FY 11-12 – A maximum of \$150,000.00

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

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT on behalf of  
RIVERSIDE CITY COLLEGE

ALVORD UNIFIED SCHOOL DISTRICT

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

By: \_\_\_\_\_  
Cynthia Woods  
Assistant Superintendent

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

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



## Agenda Item (VI-B-6-c)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-c)
Subject	Amendment to Sub-Contract for Completion Counts Initiative with Riverside Unified School District
College/District	Riverside
Funding	Completion Counts Initiative
Recommended Action	Recommend the Board of Trustees approve the amendment to the Sub Contract with Riverside USD.

---

### Background Narrative:

The amendment increases the Riverside Unified School District (RUSD) sub-contract to a maximum of \$400,000.00 for fiscal year 2011-2012. All other terms and conditions will remain as stated in the original sub-contract. The additional revenue will allow RUSD to meet the operational objectives of the Completion Counts Initiative. Funding is provided through the Completion Counts Initiative, there is no cost to the District.

Prepared By: Cynthia Azari, President, Riverside City College  
Shelagh Camak, Executive Dean, Workforce & Resource Development  
Michael Wright, Director, Workforce Preparation Grants and Contracts

### Attachments:

[Amendment to Sub Contract - RUSD](#)

AMENDMENT TO AGREEMENT

This document amends the original Agreement between the RIVERSIDE UNIFIED SCHOOL DISTRICT (RUSD) and RIVERSIDE COMMUNITY COLLEGE DISTRICT on behalf of RIVERSIDE CITY COLLEGE (THE COLLEGE) approved by the Vice Chancellor, Administration and Finance on May 31, 2011.

The agreement is hereby amended as follows:

**Addendum A:**

RUSD will invoice THE COLLEGE for all costs associated with Completion Counts on a monthly basis and provide the necessary backup documentation. Invoices are due 30 days following the end of the month. Invoicing will not exceed the following annual amounts without a written amendment to this agreement:

- Year 2 FY 11-12 – A maximum of \$400,000.00

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

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT on behalf of  
RIVERSIDE CITY COLLEGE

RIVERSIDE UNIFIED SCHOOL  
DISTRICT

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

By: \_\_\_\_\_  
Michael Fine  
Deputy Superintendent

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

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



## Agenda Item (VI-B-6-d)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-d)
Subject	Contract Modification for Student Resource Services with Riverside County Office of Education
College/District	Riverside
Funding	Riverside County Office of Education
Recommended Action	Recommend the Board of Trustees approve the modification to RCOE contract C-1002618.

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### Background Narrative:

The modification to contract #C-1002618 between Riverside Office of Education (RCOE) and Riverside Community College District on behalf of Riverside City College (RCC) provides Student Resource Services for the period July 1, 2011 through June 30, 2012. RCC will provide a Student Resource Specialist to work with foster and other at-risk youth attending RCOE community schools and detention facilities to achieve higher completion rates and identify avenues for post high school education. The amendment provides funding in the amount of \$91,670.00. There will be no cost to the District.

Prepared By: Cynthia Azari, President, Riverside City College  
Shelagh Camak, Executive Dean, Workforce & Resource Development  
Michael Wright, Director, Workforce Preparation Grants and Contracts

### Attachments:

[RCC-RCOE Contract C-1002618 Modification](#)

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street/P.O. Box 868

Riverside, California 92502

**AMENDMENT**

This is Amendment Number **2** dated **July 13, 2011**, to Agreement Number **C-1002618** between **Riverside County Superintendent of Schools** and **Riverside Community College District on behalf of Riverside City College** to provide **Student Resource Specialist Services**.

This agreement is modified in accordance with the Amendment clause as follows:

Effective **July 1, 2011**, through **June 30, 2012**, funds have been encumbered in the amount of \$91,670.00.

In addition the contract shall be revised to include the following:

The RCC Student Resource Specialist will assist and provide advisement on development of academic and career goals to youth enrolled in the RCOE Come Back Kids program.

The RCC Student Resource Specialist will assist, as needed, with RCOE Foster Youth Services weekend activities and events, and activities, trainings, or events held after regular office hours. RCOE agrees to adjustment of the weekly schedule of the Student Resource Specialist in order to meet this requirement.

**All other terms and conditions of the agreement shall remain the same.**

[x] Total amount of the agreement, including this change for the 2011 – 2012 fiscal year shall be: **\$91,670.00**

[x] Contractor’s signature is required on this amendment.

**Riverside County Superintendent  
of Schools**

**Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
James Buysse  
Vice Chancellor Administration and Finance

Date \_\_\_\_\_

Date \_\_\_\_\_

## Agenda Item (VI-B-6-e)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-e)
Subject	Song-Brown Contract for \$80,000 for Nursing Students with Office of Statewide Health Planning and Development
College/District	Riverside
Funding	Office of Statewide Health Planning and Development
Recommended Action	It is recommend that the Board of Trustees approve the Song-Brown contract with Office of Statewide Health Planning and Development

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### Background Narrative:

The Song-Brown contract provides \$80,000.00 in funding for eight nursing students for the period July 1, 2012 through June 30, 2013. Contract provisions require components of clinical experience and curriculum be provided in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities and prepare nurses for service in such areas.

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

### Attachments:

[Song-Brown Contract](#)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>11-2058</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME <b>Office of Statewide Health Planning and Development</b>
CONTRACTOR'S NAME <b>Riverside Community College District</b>

2. The term of this Agreement is: **07/01/2012** through **06/30/2013**  
 Or upon DGS approval



3. The maximum amount of this Agreement is: **\$80,000.00**  
**Eighty thousand dollars and zero cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Riverside Community College District</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <b>4800 Magnolia Avenue Riverside, CA 92506</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Office of Statewide Health Planning and Development</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Pattye Nelson, SSMI Procurement and Contract Services</b>		
ADDRESS <b>400 R Street, Room 359, Sacramento, Ca 95811</b>		



**EXHIBIT A**

**SCOPE OF WORK**

Contractor agrees to the following:

- A. The Riverside City College Associate Degree Nursing Program shall meet the Registered Nurse Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
- B. Under the direction of the Program Director of the Riverside City College Associate Degree Nursing Program provide nursing education for eight (8) nursing students in the 07-01-2012 to 06-30-2013 contract year.
- C. Submission of a complete final report including data outcomes for the program due no later than 30 days after the end of the Contract period. See (Attachment A) for sample report.

OSHPD agrees to provide:

- A. The Program Director of the Registered Nurse Education Program, the current fiscal year's (07-01-2012 to 06-30-2013) master certification form and instructions by September 30<sup>th</sup> of the fiscal year, and each year thereafter.
- B. Direct all Contract inquiries to:

Requesting Agency: Office of Statewide Health Planning and Development	Contractor Name: Riverside Community College District
Name: Manuela Lachica Program Director	Name: James Buysse, Vice Chancellor of Administration and Finance
Phone: (916) 326-3752	Phone: (951) 222-8047
Fax: (916) 322-2588	Fax: N/A
E-mail: manuela.lachica@oshpd.ca.gov	E-mail: jim.buysse@rcc.edu

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

Requesting Agency: Office of Statewide Health Planning and Development	Training Program: Riverside City College Associate Degree Nursing Program
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Registered Nurse Education Program
Attention: Melissa Omand Program Analyst	Attention: Sandy Baker, DNP Dean, School of Nursing
Address: 400 R Street Sacramento, CA 95811	Address: 4800 Magnolia Avenue Riverside, CA 92506
Phone: (916) 326-3753	Phone: (951) 222-8408
Fax: (916) 322-2588	Fax: (951) 222-8745
E-mail: Melissa.omand@oshpd.ca.gov	E-mail: Sandy.Baker@rcc.edu

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment**

- A. For services satisfactorily rendered in accordance with the Scope of Work, Exhibit A and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Riverside Community College District in accordance with the rates specified herein.

Contract Year: 07/01/2012 – 06/30/2013

Per student rate	Time Period	Maximum allowable
Eight (8) students at \$833.00 per student per month	07-01-2012 to 02-28-2013	\$53,312.00
Eight (8) students at \$834.00 per student per month	03-01-2013 to 06-30-2013	\$26,688.00

- B. The term of this agreement shall be July 1, 2012 through June 30, 2013.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Registered Nurse Education Program (original signature) that each expenditure is true and correct under the terms of this Agreement. These documents shall be submitted on a quarterly basis in arrears to:

Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811

- D. OSHPD will withhold the final quarterly payment (04-01-2013-06-30-2013) pending satisfactory completion by the contractor of all the terms and conditions required by the contract.
- E. All certifications must be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit all certifications within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**EXHIBIT B**

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
  
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Contract with no liability occurring to the OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS****1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract may be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to non-binding arbitration.

**EXHIBIT E****ADDITIONAL PROVISIONS****1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Each Registered Nurse Education Program approved for funding under the Health Care Workforce Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nurse Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
  - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
  - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
  - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

**2. Registered Nurse Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.****I. Contract Awards**

- A. Each contract entered into, pursuant to the Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

**EXHIBIT E**

- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nurse Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nurse Education Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
  - 2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

**II. Contract Terms**

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.

**EXHIBIT E****III. Accounting Records and Audits****A. Accounting**

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

**B. Expenditure Reporting**

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

**C. Record Retention and Audit**

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

**EXHIBIT E**

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.



**ATTACHMENT A**

**Capitation Funding - Final Report**

- This form is a **SAMPLE** only
- The original will be available for download on April 1, 2013
- Download form at: <http://www.oshpd.ca.gov>

<b>For contract period July 1, 2011 thru June 30, 2013</b>	
How many Song-Brown supported students graduated from the nursing education program?	
If available, what was the NCLEX pass rate for these students?	
If there were Song-Brown supported students that did not graduate during this period, how many are currently enrolled?	
If available, how many Song-Brown supported graduates have taken positions in Registered Nurse Shortage Areas? On a separate piece of paper, provide the names of the Song-Brown supported students and their current practice site including address.	

Section 128230 of the Song-Brown Act requires that:

“...the commission shall give priority to programs that have demonstrated success in the following areas:

- a) Actual placement of individuals in medically underserved areas.
- b) Success in attracting and admitting members of minority groups to the program.
- c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
- d) Location of the program in a medically underserved area.
- e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Funds.

1. What accomplishments in your program demonstrate success in further advancement of the goals cited in Section 128230 of the Song-Brown Act?

**ATTACHMENT A**

2. Provide a brief overview of your programs successes and/or challenges during the contract period.

3. Please provide the following information:

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Program Director Name	Degrees	Title of Position
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Mailing Address (Organization, Street, City, State, Zip Code)

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E-Mail Address	Telephone No.	FAX Number
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**CERTIFICATION AND ACCEPTANCE (Please sign report in blue ink):**

**I, the undersigned, certify that the statements herein are true and complete to the best of my knowledge:**

---

Program Director	Date
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Return by mail to:  
Song-Brown Program Analyst  
Registered Nurse Education Programs  
400 R Street, Room 330  
Sacramento, CA 95811

# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)  
 STD. 204 (Rev.6-2003)

**1** **INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.  
**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

**2** **PAYEE'S LEGAL BUSINESS NAME** (Type or Print) **11-2058**  
**Riverside Community College District**

**SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN** (Last, First, M.I.) **E-MAIL ADDRESS**

**MAILING ADDRESS (Remit to Address)** **BUSINESS ADDRESS**  
 4800 Magnolia Avenue

**CITY, STATE, ZIP CODE** **CITY, STATE, ZIP CODE**  
 Riverside CA 92506

**3** **ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):** 3 3 0 8 3 1 3 5 7

**PAYEE ENTITY TYPE**

**PARTNERSHIP**  **ESTATE OR TRUST**

**CORPORATION:**

**MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)  
 **LEGAL** (e.g., attorney services)  
 **EXEMPT** (nonprofit)  
 **ALL OTHERS**

**INDIVIDUAL OR SOLE PROPRIETOR**  
**ENTER SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**CHECK ONE BOX ONLY**

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

(SSN required by authority of California Revenue and Tax Code Section 18646)

**4** **PAYEE RESIDENCY STATUS**

California resident – Qualified to do business in California or maintains a permanent place of business in California.

California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.

No services performed in California.  
 Copy of Franchise Tax Board waiver of State withholding attached.

**5** I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME** (Type or Print) **TITLE**

**SIGNATURE** **DATE** **TELEPHONE** ( )

**6** **Please return completed form to:**

**Department/Office:** Office of Statewide Health Planning & Development

**Unit/Section:** Business & Contracts Services Unit

**Mailing Address:** 400 R Street, Suite 359

**City/State/Zip** Sacramento California 95811

**Telephone:** (916) 326-3216 **Fax:** (916) 322-2530

**E-mail Address:** PNelson@oshpd.ca.gov

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
 STD. 204 (Rev.6-2003)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trust, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>      For hearing impaired with TDD call: 1-800-822-6268 Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b><u>PRIVACY STATEMENT</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside Community College District		<i>Federal ID Number</i> 11-2058 33-0831357
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.





## Agenda Item (VI-B-6-f)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-f)
Subject	Contract for Disabled Student Services Program Workability III Program with Department of Rehabilitation
College/District	District
Funding	Federally funded from the Department of Rehabilitation and required a 25% Cooperative Agency Share for an amount not to exceed \$870,180.00.
Recommended Action	It is recommended that the Board of Trustees approve the agreement contract with Department of Rehabilitation.

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### Background Narrative:

Presented for the Board's approval is the Disabled Student Services Program Workability III program contract. This contract is a cooperative effort by the Department of Rehabilitation and RCCD to provide cooperative auxiliary and employment services to Department of Rehabilitation applications/clients. The term of the agreement begins July 1, 2011 through June 30, 2014.

Prepared By: Cynthia Azari, President, Riverside City College

### Attachments:

[DSPS Workability III Program Contract](#)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
28380
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: July 1, 2011 through June 30, 2014

3. The maximum amount of this Agreement is: \$870,180.00 Certified Expenditure \$459,462.00


4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA #84,126A - State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work	7 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Attachment 1, Program Budget and Narrative	20 pages
Exhibit C* - General Terms and Conditions	GTC-610 Dated 06/09/10
Exhibit D - Special Terms and Conditions	6 pages
Exhibit E - Additional Provisions – Subvention Agreements	2 pages
Exhibit F – Cooperative/Case Services Agreements	3 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Avenue, Riverside, CA 92506-1299		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sandra J. Cook, Contracts Manager, Contracts & Procurement Section		<input type="checkbox"/> Exempt per:
ADDRESS 721 Capitol Mall, 6 <sup>th</sup> Floor, Sacramento, CA 95814		

## EXHIBIT A

### COOPERATIVE CONTRACT Riverside Community College District Workability III Plan of Operation

#### SCOPE OF WORK

##### I. Introduction

The WorkAbility (WA) III Program is a cooperative effort between the Inland Empire District Department of Rehabilitation (DOR) and Riverside Community College District (RCCD) (City College, Norco College, and Moreno Valley College) which combines the resources of both agencies to provide services to assist DOR client/students who receive services from both agencies. RCCD will provide Cooperative Employment Services to DOR client/students under the terms of this agreement. Service coordination and collaboration are expected to occur within both service categories.

DOR Counselors will refer individuals to RCCD, specify the contract services that will be needed by completing the WA III Referral form online, determine eligibility, develop the Individualized Plan for Employment (IPE) and coordinate non-contract services that will be needed. DOR Counselors will also provide RCCD with a copy of each Individual Plan for Employment (IPE) developed.

For fiscal year 2011-2012, a total of 125 unduplicated DOR client/students will receive services through this cooperative contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 5 new cases (status 02)
- Develop 3 new IPEs
- Place 28 student/clients in employment
- Close 25 cases successfully (status 26).

For fiscal year 2012-2013, a total of 125 unduplicated DOR client/students will receive services through this cooperative contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 5 new cases (status 02)
- Develop 3 new IPEs
- Place 28 students/clients in employment
- Close 25 cases successfully (status 26)

For fiscal year 2013-2014, a total of 125 unduplicated DOR client/students will receive services through this cooperative contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 5 new cases (status 02)
- Develop 3 new IPEs
- Place 28 students/clients in employment
- Close-25 cases successfully (status 26)

## II. Services To Be Provided

### A. Employment Services

#### 1. Description of Service

##### Employment Intake

- Refer DOR client/students to Job Placement Technician (JPT) for Employment Intake.
- JPT performs analysis of pertinent information related to prior employment, prior work experience and performance.
- JPT reviews DOR Referral packet with DOR client/students.
- JPT will identify need for support (employment preparation services, job search workshops, Job Placement Services, work experience, volunteer or internships).

Employment Preparation - The WAIII adjunct counselor and (JPT) shall provide job seeking skills training and

preparation, both individually and through the Guidance 47 class and Employment Preparation Workshop Series (EPWS) to DOR client/students prior to entering into a specific job search. Activities include:

Guidance 47 class (also includes labor market information).

- Employment Preparation Skills
  - Resume and cover letter writing skills
  - Labor market information as it relates to the job search
  - Labor market survey - with local employers
  - Informational interviews/job shadowing, networking
  - Volunteer/Internship opportunities
  - Job application,
  - Mock interviews

#### EPWS

- Resume cover letter writing skills
- Interviewing skills techniques
- Job application preparation
- Appropriate work behavior
- Relevant work practices
- Time management

The DOR counselor shall refer DOR client/students for enrollment into Guidance 47 or the EPWS. The JPT, WA III Adjunct Counselor or Career Development Specialist will facilitate enrollment into a broad range of Skill-Building courses (offered through Workforce Preparation) for one (1) credit designed to provide fundamental building blocks for the workplace, for those seeking to enhance and/or refresh their skills in writing, math, reading, and computer applications. The Skill Building courses offer multiple entry dates within any given week throughout the college semester. Referrals to the EPWS is contingent on enrollment as an RCCD (City, Norco, Moreno Valley) student in at least a one-unit

course or Skill Building courses and referral to WA III.

### Job Development, Placement and Retention

The Adjunct Counselor, JPT, or Career Development Specialist will assist job ready DOR client/students in identifying opportunities on campus and in the community, access specific ongoing support and resources. Activities include:

- Collaborate with RCCD district wide job placement services
- Refer client/students to a Work Experience course
- Provide and assist DOR client/students with networking skills by:
  - Referring DOR client/students to informational interviews/job shadowing opportunities
  - Contacting employers regarding internship, and volunteer opportunities
- Collaborate with County (EDD/Workforce Development Centers) and RCCD district wide job placement services and job fairs
- Refer DOR client/students to student employment opportunities
- Contact and provide information to employers on the work incentives
- Contact employers on the general ease of providing accommodations in the workplace
- Organizing a job search
- Follow up on job leads
- Contact employers regarding potential jobs
- Upon DOR client/students acceptance of employment or of a job consistent with the IPE goal and meets the needs for hours, wages, and benefits, the following Employment Retention activities will be monitored until closure.
- DOR Counselor to report Closure status to WA III program within 10 days of closure date.

A limited amount of contact with the DOR client/students and/or employer to ensure client's job satisfaction.

## **2. Service Outcomes/Number to be served**

During fiscal year 2011/2012, it is expected that:

- There shall be 45 DOR client/students who receive employment preparation services
- 35 DOR client/students will receive job development, placement and retention services
- 28 clients will be placed in competitive employment consistent with the IPE
- 25 client/students placed in employment consistent with the IPE will result in a 26 closure

During fiscal year 2012/2013, it is expected that:

- There shall be 45 DOR client/students who receive employment preparation services
- 35 DOR client/students will receive job development, placement and retention services
- 28 clients will be placed in competitive employment consistent with the IPE
- 25 DOR client/students placed in employment consistent with the IPE

During fiscal year 2013/2014, it is expected that:

- There shall be 45 DOR client/students who receive employment preparation services
- 35 DOR client/students will receive job development, placement and retention services
- 28 clients will be placed in competitive employment consistent with the IPE
- 25 DOR client/students placed in employment consistent with IPE.

## B. Work Experience

### 1. Description of Service

All work experience assignments will be in full compliance with the U.S. Department of Labor Fair Standards Act. The work experience positions may be either volunteer or paid. The JPT or Career Development Specialist and WA III Adjunct Counselor will facilitate enrollment into a broad range of potential career areas, which will ensure participation in a work experience component related to his/her identified career objective. By doing so, DOR client/students have opportunities to apply for permanent employment at the conclusion of the training component. All paid work experiences will be at least minimum wage.

### 2. Service Outcomes/Number to be served

During fiscal year 2011/2012, it is expected that:

20 WA DOR client/students will participate in at least one work experience

10 DOR client/students will complete one or more work experience

During fiscal year 2012/2013, it is expected that:

20 WA DOR client/students will participate in at least one work experience

10 DOR client/students will complete one or more work experience

During fiscal year 2013/2014, it is expected that:

20 WA DOR client/students will participate in at least one work experience

10 DOR client/students will complete one or more work experience

### III. Contract Administrator/Program Coordinator

Department of Rehabilitation Contract Administrator:

Don Renfro, Contract Administrator

3130 Chicago Avenue

Riverside, CA 92507

(951) 782-6662

(951) 320-2254 (FAX)

E-mail: [drenfro@dor.ca.gov](mailto:drenfro@dor.ca.gov)



Riverside Community College District Contract Administrator:  
Program Coordinator/District Dean:  
Paula McCroskey  
4800 Magnolia Avenue  
Riverside, CA 92506  
(951) 222-8508  
(951) 222-8059  
E-mail: [paula.mccroskey@rcc.edu](mailto:paula.mccroskey@rcc.edu)

IV. Linkages to Other Community Agencies

This will include the Employment Development Department (EDD) the Workforce Development Center (WDC), Jefferson Wellness, and Transition Partnership Program (TPP) to assist in collaboration of the job development and/or placement components of the program.

V. In-Service Training

In-service and cross-training in each agency's mission, services, procedures, and professional approach, as well as other relevant areas will occur on an ongoing basis.

**EXHIBIT B**  
**(Standard Agreement-Subvention)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, Registration Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to DOR Contract Administrator or designee (listed on Exhibit A).
- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

**2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

*For Federally Funded Agreements:*

- C. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT

Contracts awarded by the DOR shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

## 5. ACCOUNTING SYSTEM REQUIREMENTS

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide for:

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMB's).

## 6. CERTIFIED EXPENDITURE

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

## 7. PAYMENT OF EXPENDITURES

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #84.126A prepared for the OMB A-133 Single Audit.

## 8. INDIRECT COSTS

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

# Riverside Community College District

Attachment 1

## Program Budget Summary

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

### TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$169,120
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$290,060
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$153,154
<hr/>		
<b>TOTAL PROGRAM COST</b>		<b>\$612,334</b>
Cooperative Agency Share (Certified Expenditure)	25.01%	\$153,154
Total DOR Share	74.99%	\$459,180
<hr/>		
<b>TOTAL BUDGET</b>		<b>\$612,334</b>

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

# Riverside Community College District

Attachment 1

## Program Budget Summary

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

### TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$169,120
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$290,060
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$153,154
<hr/>		
<b>TOTAL PROGRAM COST</b>		<b>\$612,334</b>
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<b>TOTAL BUDGET</b>		<b>\$612,334</b>

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.

# Riverside Community College District

Attachment 1

## Program Budget Summary

Fiscal Year 2013/14

July 1, 2013 - June 30, 2014

### TOTALS

DOR PROGRAM COSTS (From DOR Program Budget)		\$169,120
TOTAL PAYMENT BY DOR TO CA (From Service Budget)		\$290,060
TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget)		\$153,154
<hr/>		
<b>TOTAL PROGRAM COST</b>		<b>\$612,334</b>
Cooperative Agency Share (Certified Expenditure)	25.01%	\$153,154
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<b>TOTAL BUDGET</b>		<b>\$612,334</b>

Cooperative agency certified expenditures must be from non-Federal funds and can not be used to draw down other Federal funds. The certified expenditure must equal at least 25% of the total program costs.



**Riverside Community College District**

**DOR Program Budget**

**Fiscal Year 2011/12**

**July 1, 2011 - June 30, 2012**

**0.75**

**FTE Counselor Units**

**DEPARTMENT OF REHABILITATION SERVICES**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.75	\$82,783
Case Services (Individual Client Expenses)			<b>\$86,337</b>
<b>SUBTOTAL</b>			<b>\$169,120</b>
Case Service Contract/s to:			
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
<b>TOTAL DOR PROGRAM COST</b>			<b>\$169,120</b>

Riverside Community College District

DOR Program Budget

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

**0.75**

FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

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Case Services (Individual Client Expenses)			<b>\$86,337</b>
<b>SUBTOTAL</b>			<b>\$169,120</b>
Case Service Contract/s to:			
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
<b>TOTAL DOR PROGRAM COST</b>			<b>\$169,120</b>

**Riverside Community College District**

**DOR Program Budget**

**Fiscal Year 2013/14**

**July 1, 2013 - June 30, 2014**

**0.75**

**FTE Counselor Units**

**DEPARTMENT OF REHABILITATION SERVICES**

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FTE</u>	<u>TOTAL</u>
Rehabilitation Counselor	1 FTE = \$110,377	0.75	\$82,783
Case Services (Individual Client Expenses)			<b>\$86,337</b>
<b>SUBTOTAL</b>			<b>\$169,120</b>
Case Service Contract/s to:			
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
			<b>\$0</b>
<b>TOTAL DOR PROGRAM COST</b>			<b>\$169,120</b>

<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment <input type="checkbox"/> Revision		Contract Number:	Federal ID Number:	Page 1 of 1
Line No.	Position Title & FTE	Budget Period:	Effective Date:	Effective Date:
		Amount Budgeted	Budget Change	TOTAL BUDGET
1	<b>PERSONNEL</b>			
2	WAIII Job Placement Technician 1 FTE @ 16 hours per week (\$24.31/hr) (12 mos)	\$24,403.00		\$24,403.00
3	WAIII Adjunct Counselor 1 FTE @ 12 hours per week (\$72.07 per hour) (12 mos)	\$50,364.00		\$50,364.00
4	WAIII Office Assistant II 1 FTE @ 16 hours per week (\$10.50/hr) (12 mos)	\$9,073.00		\$9,073.00
5	WAIII Support Services Specialist 80% of 1 FTE @ 40 hours per week (12 mos)	\$64,296.00		\$64,296.00
6	WAIII Career Development Specialist 80% of 1 FTE @ 40 hours per week (10 mos)	\$96,174.00		\$96,174.00
7	WAIII Career Development Specialist - Overload Hours	\$22,048.00		\$22,048.00
8				
9				
10				
11				
12				
13	<b>Subtotal</b>	\$266,358.00		\$266,358.00
14	<b>OPERATING</b>			
15	Office Supplies/Printing	\$1,000.00		\$1,000.00
16	Instructional Supplies	\$100.00		\$100.00
17	Professional Membership	\$100.00		\$100.00
18	Travel/Mileage	\$516.00		\$516.00
19	Training	\$500.00		\$500.00
20				
21				
22				
23	<b>Subtotal</b>	\$2,216.00		\$2,216.00
24	<b>Personnel and Operating Subtotal</b>	\$268,574.00		\$268,574.00
25	<b>INDIRECT COST</b>	\$21,485.92		\$21,485.92
	<b>TOTALS (rounded to nearest dollar)</b>	\$290,060		\$290,060

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

<input checked="" type="checkbox"/> Original		<input type="checkbox"/> Amendment		<input type="checkbox"/> Revision	
Contractor Name and Address: Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299		Contract Number:	Federal ID Number:	Effective Date:	Page 1 of 1
Line No.	Position Title & FTE	Budget Period	Effective Date:	Budget Change	TOTAL BUDGET
1	<b>PERSONNEL</b>	7/1/12-6/30/13	33-0831357		
2	WAIII Job Placement Technician 1 FTE @ 16 hours per week (\$24.31/hr) (12 mos)	\$24,403.00			\$24,403.00
3	WAIII Adjunct Counselor 1 FTE @ 12 hours per week (\$72.07 per hour) (12 mos)	\$50,364.00			\$50,364.00
4	WAIII Office Assistant II 1 FTE @ 16 hours per week (\$10.50/hr) (12 mos)	\$9,073.00			\$9,073.00
5	WAIII Support Services Specialist 80% of 1 FTE @ 40 hours per week (12 mos)	\$64,296.00			\$64,296.00
6	WAIII Career Development Specialist 80% of 1 FTE @ 40 hours per week (10 mos)	\$96,174.00			\$96,174.00
7	WAIII Career Development Specialist - Overload Hours	\$22,048.00			\$22,048.00
8					
9					
10					
11					
12					
13					
14	<b>OPERATING</b>				
15	Office Supplies/Printing	\$266,358.00			\$266,358.00
16	Instructional Supplies	\$1,000.00			\$1,000.00
17	Professional Membership	\$100.00			\$100.00
18	Travel/Mileage	\$516.00			\$516.00
19	Training	\$500.00			\$500.00
20					
21					
22					
23	<b>Subtotal</b>	\$2,216.00			\$2,216.00
24	<b>Personnel and Operating Subtotal</b>	\$268,574.00			\$268,574.00
25	<b>INDIRECT COST</b>	\$21,485.92			\$21,485.92
	<b>TOTALS (rounded to nearest dollar)</b>	\$290,060			\$290,060

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

Line No.	Position Title & FTE	Original	Amendment	Revision	Page 1 of 1
Contractor Name and Address: Riverside Community College District 4800 Magnolia Avenue Riverside, CA 92506-1299					
		Contract Number:	Federal ID Number:	Effective Date:	
		Budget Period:	33-0831357	Effective Date:	
		7/1/13-6/30/14			
	<b>PERSONNEL</b>	Amount Budgeted	Budget Change	Budget Change	TOTAL BUDGET
1	WAIII Job Placement Technician 1 FTE @ 16 hours per week (\$24.31/hr) (12 mos)	\$24,403.00			\$24,403.00
2	WAIII Adjunct Counselor 1 FTE @ 12 hours per week (\$72.07 per hour) (12 mos)	\$50,364.00			\$50,364.00
3	WAIII Office Assistant II 1 FTE @ 16 hours per week (\$10.50/hr) (12 mos)	\$9,073.00			\$9,073.00
4	WAIII Support Services Specialist 80% of 1 FTE @ 40 hours per week (12 mos)	\$64,296.00			\$64,296.00
5	WAIII Career Development Specialist 80% of 1 FTE @ 40 hours per week (10 mos)	\$96,174.00			\$96,174.00
6	WAIII Career Development Specialist - Overload Hours	\$22,048.00			\$22,048.00
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13					
14	<b>OPERATING</b>	\$266,358.00			\$266,358.00
15	Office Supplies/Printing	\$1,000.00			\$1,000.00
16	Instructional Supplies	\$100.00			\$100.00
17	Professional Membership	\$100.00			\$100.00
18	Travel/Mileage	\$516.00			\$516.00
19	Training	\$500.00			\$500.00
20					
21					
22					
23					
24	<b>Subtotal</b>	\$2,216.00			\$2,216.00
25	<b>Personnel and Operating Subtotal</b>	\$268,574.00			\$268,574.00
26	<b>INDIRECT COST</b>	\$21,485.92			\$21,485.92
27	<b>TOTALS (rounded to nearest dollar)</b>	\$290,060			\$290,060

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

## SERVICE BUDGET NARRATIVE

### PERSONNEL

#### **Traditional Agency Functions:**

##### **Job Placement Technician**

Contacts local businesses, institutions, and agencies to determine employment opportunities for students after graduation. Posts all employment opportunities; conducts presentations, lectures, workshops, panels on various workability skills. Provides one-on-one counseling to college students on various career and occupational topics, as well as general education. Implement and coordinate three (3) annual career fairs conducted on all three colleges (Moreno Valley, Norco, Riverside City). Creates brochures, flyers advertisements for employment and public relations. Adjusts and utilizes various categories with annual job placement budget. Provides work direction to part-time employees. Participates in District-provided in-service trainings. Maintains a friendly, supportive atmosphere for students, staff, faculty, and public. Performs other duties, related to position, as assigned.

#### **Cooperative Program Function:**

##### **WA III Job Placement Technician**

Supports WAIII Adjunct Counselor. Under the supervision of WAIII Coordinator provide employment preparation job development, placement and direct employment services including:

Conducts intake interviews with each referred DOR client/students to assess job readiness, job seeking skills training and preparation individually or in a group setting. Provide DOR client/students job development and placement services; Recruits and secures employment opportunities for placement of DOR client/students at on and off campus locations. Contact employers to develop specific job sites for work experience and job development and placement. Document all student work site performance. Provides monthly progress reports to referring DOR Counselors for those DOR client/students in job search. Coordinate placement of DOR client/students into competitive employment. Provide employment/retention monitoring of DOR client/students. Participate in community employer networks and meetings. Provides designated services to DOR client/students in job search workshop sites and at employment sites on and off campus. Ensures participating DOR client/students know and apply work rules, policies, procedures, and safety guidelines at worksite locations. Works directly with the work site supervisor to verify and document attendance and work performance. Assists DOR client/students with acquiring and utilizing proper work site behaviors including team work, following directions, being responsible to employer needs, and appropriate attire. Participates in all scheduled DOR client/students activities and meetings. Performs related duties as assigned.

**Traditional Agency Functions:**

**Adjunct Counselor, Disabled Student Services**

Provide academic and career counseling to student with a wide range of disabilities including, but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, physical disabilities, visual impairments, deaf and hard of hearing. Assist with DSPS intake interviews; assist with priority registration.

**Cooperative Program Function:**

**WorkAbility III Adjunct Counselor**

Assist Career Development Specialist in performing duties required to transition DOR client/students from college to work; also teach Guidance 47 class; contact employers for the purpose of developing job opportunities; collaborate with district wide job placement services for purpose of developing job opportunities; access the local EDD (Employment Development Department) job bank; assist in the development of job shadowing and work experience sites; follow-up on job placements; facilitate enrollment in Work Experience classes for the purpose of gaining experience leading to employment in related Major.

**Traditional Agency Functions:**

**WorkAbility III Office Assistant I**

Assist in typing reports, forms, letters and other materials, sort, alphabetize and file department records and reports; update and maintain department database, records and files; performs data entry; operate a variety of office machines including computer, adding machine, copy machine, scanner and printer. Maintain friendly and supportive atmosphere for student, faculty, staff and public. Duties may also include a variety of routing general clerical work including answer phones and take messages; proofreading documents and other related material. Other duties may be assigned as needed.

**Cooperative Program Function:**

**WorkAbility III Office Assistant II**

Prepare WorkAbility III reports, type resumes, check project coding lists, compare and process RCCD/DOR forms, maintain file records; and contact DOR client/students, answer routine questions and give out standard information about the WorkAbility III program; type tests and teaching materials, letters and other materials, proofread typed materials for grammatical and spelling errors, receive, distribute and dispatch mail; answer the telephone; operate office equipment; participate in District provided in-service trainings; maintain friendly and supportive atmosphere for DOR client/students, faculty, staff, and the public; sort, alphabetize and file WorkAbility III records and reports; schedule appointments for WorkAbility III staff and DOR counselor liaison.



**Traditional Agency Functions:**

**DSP&S Support Services Specialist**

Conduct intake interviews with prospective students; assists with registration for students with disabilities; performs clerical tasks, disseminate college-related information. Administers and proctors course examinations in alternative formats. Assists in training students in the use of adaptive equipment and computers. Responsible for material of a highly sensitive and confidential nature. Maintains sensitivity to the exceptional characteristics of persons with varying degrees of disability. Maintains a friendly and supportive atmosphere. Performs other related duties as assigned.

**Cooperative Program Function:**

**WorkAbility III Support Services Specialist**

Assist DOR in development of resume, master application, and cover letter. Assist as needed with Guidance 47 (Career Exploration) class. Participate in District provided in-service training programs. Develop and maintain WorkAbility III DOR client/students database; assist with WorkAbility III contract renewal. Responsible for invoicing; participate in DOR provided in-service and contract trainings.

**Traditional Agency Functions:**

**DSPS Counselor**

Provide academic and career counseling to students with a wide range of disabilities including, but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, physical disabilities, visual impairments, deaf and hard of hearing. Assist with DSPS intake interview; develop student educational plans and help students choose appropriate coursework.

**Cooperative Program Function:**

**WorkAbility III Career Development Specialist**

Assist in supervision of WorkAbility III staff, who work with DOR client/students to facilitate their transition from college to work; regularly confer with DOR counselors to determine DOR client/students status; assist in development and implementation of the IPE, collaborate with job placement services staff who contact employers for the purpose of developing job leads and job opportunities. Facilitate enrollment in work experience classes for the purpose of gaining experience leading to employment in a related Major or occupation; follow-up on job placements; assist in the determination of the need for post-employment services; assist WorkAbility III coordinator as needed; write reports and maintain WorkAbility records; teach Guidance 47 as required; assess DOR client/students job readiness; perform intake/screening interviews with student/clients.

**Cooperative Program Function:**

**WorkAbility III Career Development Specialist- Overload**

This line item represents hours that the position will need to work during the periods of time when the position is normally scheduled to recess. This is necessary in order to maintain contact with DOR client/students and consistency in service delivery.

**Operating Expenses**

Office Supplies/Printing – paper, file folders, pens, pencils, notebooks, staplers and staples; paper clips, copier toner and printer cartridges. Scandisks (computer flash drives); sheet protectors, post pins, expanding file keepers, resume paper, and envelopes; paper fasteners, business cards to be used for job development contacts, dividers, tape, highlighting pens, labels, and other similar items. Will also cover the cost of printing informational pamphlets for the WorkAbility III program.

Instructional Supplies – Books and materials needed for Guidance 47 (Career Exploration) class; Personality and Interest Inventory forms and reference materials; skills and values card sort inventory materials to be used for DOR client/students enrolled in Guidance 47, blank VCR tapes/CD's for the purpose of 'mock' employment interview preparation.

Professional Membership - This will include membership in the Greater Riverside Chamber of Commerce, and/or membership in the Riverside Community Hospital Foundation Executive Council (networking opportunities for job development in the medical field) and related activities.

Travel/Mileage – *Per Diem and transportation costs for WAIII staff to travel to contract related training and meetings. Mileage expenses for WAIII program staff for the delivery of contract services.* Agency travel will consist of airfare, hotel and per diem costs, taxi and/or rental car, toll and parking fees incurred as a result of attending meetings and training which is directly related to the WorkAbility Program. Mileage covers the expense of driving to visit employers to develop jobs, job shadowing and work experience sites; follow-up visits to DOR client/students who are participating in one of these components; travel to WorkAbility related meetings and training. All costs invoiced at the rate allowed by Riverside Community College District or the State approved rate for non-represented employees, whichever is less.

Training – will cover the cost of training deemed to enhance performance of contract related duties with the approval of Contract Administrator.

Indirect Cost – Based upon a review of accounting records by Riverside Community College District Accountants/Auditors, which includes all direct and indirect costs. This rate is to be applied to all direct costs.

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

Fiscal Year 2011/12

July 1, 2011 - June 30, 2012

**Contractor Name and Address**

Riverside Community College District  
 4800 Magnolia Avenue  
 Riverside, CA 92506-1299

Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. \*\*NOTE\*\* No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
<b>PERSONNEL/POSITIONS</b>				
WAIII Coordinator	1 @ 40 hrs week (12 mos)	\$ 168,738.00	5%	\$ 8,436.90
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 95,181.00	10%	\$ 9,518.10
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 86,585.00	10%	\$ 8,658.50
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 80,241.00	10%	\$ 8,024.10
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 91,271.00	10%	\$ 9,127.10
WAIII Counselor/Learning Disabilities Specialist	1 @ 40 hrs week (10 mos)	\$ 140,317.00	10%	\$ 14,031.70
WAIII Counselor - Overload		\$ 15,567.00	10%	\$ 1,556.70
WAIII Counselor/Learning Disabilities Specialist	1 @ 40 hrs week (10 mos)	\$ 128,969.00	10%	\$ 12,896.90
WAIII Counselor - Overload		\$ 15,567.00	10%	\$ 1,556.70
WAIII Counselor/Learning Disabilities Specialist	1 @ 40 hrs week (10 mos)	\$ 113,624.00	10%	\$ 11,362.40
WAIII Counselor - Overload		\$ 15,567.00	10%	\$ 1,556.70
WAIII Adaptive Technology Specialist	1 @ 40 hrs week (12 mos)	\$ 98,456.00	10%	\$ 9,845.60
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	\$ 85,973.00	10%	\$ 8,597.30
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	\$ 80,899.00	10%	\$ 8,089.90
WAIII Secretary to Coordinator	1 @ 40 hrs week (12 mos)	\$ 85,172.00	5%	\$ 4,258.60
WAIII Alternate Media Specialist	1 @ 40 hrs week (12 mos)	\$ 131,616.00	5%	\$ 6,580.80
WAIII Interpreter Specialist	1 @ 40 hrs week (12 mos)	\$ 94,335.00	5%	\$ 4,716.75
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 91,827.00	5%	\$ 4,591.35
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 84,832.00	5%	\$ 4,241.60
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 83,240.00	5%	\$ 4,162.00
<b>OPERATING EXPENSES</b>				
<b>NOT APPLICABLE</b>				
<b>SubTOTAL</b>				\$ 141,809.70
<b>Indirect Cost/Administrative Overhead:</b>				\$ 11,344.78
<b>TOTAL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar):</b>				\$ 153,154

8.000%

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

Fiscal Year 2012/13

July 1, 2012 - June 30, 2013

**Contractor Name and Address**

Riverside Community College District  
 4800 Magnolia Avenue  
 Riverside, CA 92506-1299

Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. \*\*NOTE\*\* No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
<b>PERSONNEL/POSITIONS</b>				
WAIII Coordinator	1 @ 40 hrs week (12 mos)	168,738	5%	8,437
WAIII Specialist	1 @ 40 hrs week (12 mos)	95,181	10%	9,518
WAIII Specialist	1 @ 40 hrs week (12 mos)	86,585	10%	8,659
WAIII Specialist	1 @ 40 hrs week (12 mos)	80,241	10%	8,024
WAIII Specialist	1 @ 40 hrs week (12 mos)	91,271	10%	9,127
WAIII Counselor/Learning Disabilities Specialist	1 @ 40 hrs week (10 mos)	140,317	10%	14,032
WAIII Counselor - Overload		15,567	10%	1,557
WAIII Counselor/Learning Disabilities Specialist	1 @ 40 hrs week (10 mos)	128,969	10%	12,897
WAIII Counselor - Overload		15,567	10%	1,557
WAIII Counselor/Learning Disabilities Specialist	1 @ 40 hrs week (10 mos)	113,624	10%	11,362
WAIII Counselor - Overload		15,567	10%	1,557
WAIII Adaptive Technology Specialist	1 @ 40 hrs week (12 mos)	98,456	10%	9,846
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	85,973	10%	8,597
WAIII Support Services Specialist	1 @ 40 hrs week (12 mos)	80,899	10%	8,090
WAIII Secretary to Coordinator	1 @ 40 hrs week (12 mos)	85,172	5%	4,259
WAIII Alternate Media Specialist	1 @ 40 hrs week (12 mos)	131,616	5%	6,581
WAIII Interpreter Specialist	1 @ 40 hrs week (12 mos)	94,335	5%	4,717
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	91,827	5%	4,591
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	84,832	5%	4,242
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	83,240	5%	4,162
<b>OPERATING EXPENSES</b>				
NOT APPLICABLE				
SUBTOTAL				
Indirect Cost/Administrative Overhead:		8.000%		141,810
COOPERATIVE AGENCY (Rounded to the Nearest Dollar):				11,345
				153,154

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**

Fiscal Year 2013/14

July 1, 2013 - June 30, 2014

**Contractor Name and Address**

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Cooperative agency agrees that it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. \*\*NOTE\*\* No portion of the below expenditures shall come from Federal Funds.

Item Expenditure	FTE	Total Expenditure Dollars	Percent of Expenditure Devoted to Program	Amounts Chargeable to Program
<b>PERSONNEL/POSITIONS</b>				
WAIII Coordinator	1 @ 40 hrs week (12 mos)	\$ 168,738.00	5%	\$ 8,436.90
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 95,181.00	10%	\$ 9,518.10
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 86,585.00	10%	\$ 8,658.50
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 80,241.00	10%	\$ 8,024.10
WAIII Specialist	1 @ 40 hrs week (12 mos)	\$ 91,271.00	10%	\$ 9,127.10
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WAIII Counselor - Overload		\$ 15,567.00	10%	\$ 1,556.70
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WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 91,827.00	5%	\$ 4,591.35
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 84,832.00	5%	\$ 4,241.60
WAIII Senior Interpreter	1 @ 40 hrs week (12 mos)	\$ 83,240.00	5%	\$ 4,162.00
<b>OPERATING EXPENSES</b>				
<b>NOT APPLICABLE</b>				
<b>SUBTOTAL</b>				\$ 141,809.70
<b>Indirect Cost/Administrative Overhead:</b>				\$ 11,344.78
<b>COOPERATIVE AGENCY (Rounded to the Nearest Dollar):</b>				\$ 153,154

8.000%

## COOPERATIVE AGENCY CERTIFIED EXPENDITURE BUDGET NARRATIVE

### PERSONNEL

The following personnel will be assigned to the cooperative program, with the concurrence of the DOR District Administrator. These personnel will function for a specified portion of their time in a vocational rehabilitation role, and that portion of their time will be certified for use by DOR for General matching purposes (see Cooperative Agency Certified Expenditure Summary). This role will involve the provision of specific vocational rehabilitation services, which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Cooperative Agency role and their vocational rehabilitation role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

#### **Traditional Agency Function:**

Coordinator/District Dean, Disabled Student Services

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Responsible for overall coordination of counseling and support services with students who have disabilities, staff supervision, budget development, and maintenance of records; responsible for compliance with legal mandates.

#### **Cooperative Program Functions:**

WorkAbility III Coordinator

Provide overall supervision of WorkAbility III staff and activities; responsible for program planning and maintenance of records; liaison with Department of Rehabilitation, attend WorkAbility related meetings and training; work in all phases of employment services.

#### **Traditional Agency Functions:**

Specialist, Disabled Student Services

Assist in overall coordination of support services for students with disabilities; maintain records; responsible for compliance with legal mandates.

#### **Cooperative Program Functions:**

WorkAbility III Specialist

Assist with Guidance 47 class; follow-up with DOR counselors for necessary documentation needed. Provide maintenance of WAIII records and files. Perform support as needed to compliment duties performed by WorkAbility III staff.

**Traditional Agency Functions:**

**Counselor/Learning Disabilities Specialist, Disabled Student Services**

Provide academic counseling to students with a wide range of disabilities including, but not limited to learning disabilities, psychological disabilities, acquired brain injury, health impairments, physical disabilities, visual impairments, deaf and hard of hearing. Perform intake/screening interviews; develop educational plans and help students choose appropriate coursework. Interact with college faculty and staff regarding equal access issues.

**Cooperative Program Functions:**

**WorkAbility III Counselor/Learning Disabilities Specialist**

Regularly confer with DOR counselors to determine DOR client/students status; regularly provide the assigned DOR counselor a progress note for each DOR client/students served; assist in the development and implementation of the IPE by providing a copy of the RCC Student Education Plan (SEP) to the DOR counselor. Collaborate with WAIII Job Placement technician to refer DOR clients/students for Employment Services.

**Traditional Agency Functions:**

**Adaptive Technology Specialist, Disabled Student Services**

Assess student computer technology abilities; assist with computer needs for academic and vocational success.

**Cooperative Program Functions:**

**WorkAbility III Adaptive Technology Specialist -**

Regularly confer with DOR counselors and Job Placement Technician regarding accommodations, appropriate assistive technology needs in the workplace. Train DOR client/students on adaptive software to create resumes and conduct job search activities.

**Traditional Agency Functions:**

**Support Services Specialist**

Assists Coordinator in assuring that reasonable accommodations are provided for eligible students both in curricular and extra-curricular college programs and activities.

**Cooperative Program Functions:**

**WorkAbility III Support Services Specialist**

Acts as consultant to WorkAbility III staff regarding reasonable accommodation recommendations for DOR clients/students participating in WorkAbility III vocational activities.

**Traditional Agency Functions:**

**Secretary to Dean, Disabled Student Services**

Assists Coordinator and performs the full array of secretarial functions, maintains complete and accurate data to assure compliance with college, state and federal reporting; assures that reasonable accommodations are provided for eligible students with disabilities.

**Cooperative Program Functions:**

**WorkAbility III Secretary to Coordinator**

Assists WorkAbility III Coordinator by performing secretarial support as needed to compliment duties performed by WorkAbility Support Services Specialist.

**Traditional Agency Functions:**

**Alternate Media Specialist**

Provides supervision of Adaptive Technology Specialist; oversees adaptive computer lab, equipment and software. Responsible for educating staff on computer technology needs for student academic and vocational success, access, accommodation, and issues concerning disabilities.

**Cooperative Program Functions:**

**WorkAbility III Alternate Media Specialist**

Acts as consultant with WorkAbility III staff, DOR Counselors and DOR client/students on adaptive computer needs and adaptive technology and accommodations for placement; will assist with WorkAbility-III workshops and in-service concerning access and adaptive computer accommodation issues related to Employment Services.

**Traditional Agency Functions:**

**Interpreter Specialist**

Interpreting for academic coursework for hearing impaired students.

**Cooperative Program Functions:**

**WorkAbility III Interpreter Specialist**

Sign language interpreting for DOR client/students when participating in WorkAbility III Employment Services components such as: college sponsored work fairs, informational interviews, explain DOR/WorkAbility III procedures, referral process and counseling sessions for job search purposes. Provide cultural mediation for job search and workplace purposes (i.e. address appropriate work behaviors in hearing culture; monitor essential communication requirements in hearing community). Provide sign language interpreting for staff attending WorkAbility III related trainings and meetings.

**Traditional Agency Functions:**

**Senior Interpreter**

Provide sign language interpreting for academic coursework for hearing impaired students.

**Cooperative Programs Function:**

**WorkAbility III Senior Interpreter**

Sign language interpreting for DOR client/students when participating in Workability III Employment Services components such as: college sponsored work fairs, informational interviews, explain DOR/WorkAbility III procedures, referral process and counseling sessions for job search purposes Provide cultural mediation for job search and workplace purposes (i.e. address appropriate work behaviors in hearing culture; monitor essential



communication requirements in hearing community). Provide sign language interpreting for staff attending WorkAbility III related trainings and meetings.

**Overload hours for all positions**

These line items represent hours that the positions will need to work during the periods of time when the positions are normally scheduled to recess. This is necessary to maintain contact with client/students and consistency in service delivery.

Indirect Cost – Based upon a review of accounting records by Riverside Community College District Accountants/Auditors, which includes all direct and indirect costs. This rate is to be applied to all direct costs.

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**EXHIBIT D**  
**(Standard Agreement-Subvention)**

**SPECIAL TERMS AND CONDITIONS**

**1. NOTIFICATION**

All notices required by either party shall be in writing and sent by email, US mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

**2. SETTLEMENT OF DISPUTES**

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

**3. CONTRACT AMENDMENT**

This agreement shall allow amendments should either party, during the term of the agreement, desire a change to the terms of this agreement. Such changes shall be proposed in writing to the other party. No amendment will be considered binding on either party until it is formally approved by the State.

**4. TERMINATION AND CANCELLATION**

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

- C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

## 5. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

## 6. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## 7. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor should acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

## 8. INSURANCE REQUIREMENTS

### A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in effect for the contractor. The certificate of insurance shall show that activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance **must** include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

**B. WORKERS' COMPENSATION INSURANCE**

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

**9. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**10. CONFIDENTIALITY**

- a. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR.
- b. Contractor agrees that any information obtained in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- c. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- d. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [isoinfo@dor.ca.gov](mailto:isoinfo@dor.ca.gov).

- e. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  - 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
  - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- f. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract.
- g. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- h. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<http://www.dor.ca.gov/eps/servpro.htm>.

Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## 11. AUDIT AND REVIEW REQUIREMENTS

### (a) General Audit and Review Requirements

- 1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
- 2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers'

compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.

3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.
7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Financial Audit (For federal funds \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

For DOR contract expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section

Department of Rehabilitation  
721 Capitol Mall, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

Copies of the audit report and letters shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months following the end of the Contractor's fiscal year, unless a longer period is agreed to in advance by DOR. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

## 12. LOSS LEADER

Contractor understands that it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss Leader" as defined in Code Section 17030 of the Business and Professions Code. Furthermore, contractor certifies by signature of this contract that it has not and will not engage in any such illegal activity related to the provision of services and materials under this contract.

**EXHIBIT E**  
**(Standard Agreement-Subvention)**

**ADDITIONAL PROVISIONS –SUBVENTION AGREEMENTS**

**1. FEDERAL REQUIREMENTS**

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars). A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

**2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.



1. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)

- A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.

Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).

Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex

Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).

Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).

Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR part 110

5. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

**EXHIBIT F**  
**(Standard Agreement -Subvention)**

**COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS**

**1. CONTRACT MANUAL**

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Manual and its additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

**2. CONTRACTOR'S MONITORING**

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

**3. DOR CONTRACT MONITORING**

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all contract provisions. The DOR Contractor Administrator will:

1. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
2. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
3. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
4. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
5. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
6. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

7. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)
8. Identify low usage levels and consider partial disencumbrance of contract funds.
9. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.
10. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:
  - Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.
  - Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.
  - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)
  - Review the CAS 170AA report. (Case Service Contracts only)

## EXHIBIT F

### I. Contract Monitoring and Reporting

RCCD will submit a report at the end of each and every month that details the program's progress toward the following contract objectives for the particular month and cumulatively for the year:

- The total number of unduplicated DOR client/students served by the program.
- The number of unduplicated DOR client/students who have been placed into employment (status 26) consistent with their IPE.
- The program JPT will provide the assigned DOR a monthly progress report for each DOR client/students who received Employment Services during the month.
- As needed and at minimum quarterly progress updates for all other participants by the W A III Adjunct counselor or Career Development Specialist or Job Placement Technician.

The Department of Rehabilitation Contract Administrator will monitor the contract by:

- Reviewing certified time and service budget staff personnel activity reports on an as needed basis
- Reviewing Monthly Production Reports
- Tracking and reviewing the Contract Agency's certified time and service budget balances
- Meeting with the WorkAbility III Coordinator at least twice a year, but more often if deemed necessary by the DOR Contract Administrator, to review the program's progress toward contract objectives and contract budget utilization

### II. Transportation of DOR Clients/Students

RCCD WA III will not transport DOR client/students.



## Agenda Item (VI-B-6-g)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-g)
Subject	Agreement to amend the Facilities Use and Lease Agreement with Child Care Amenity Group, the National Pediatric Support Services, Inc. and Alvord Unified School District
College/District	Riverside
Funding	No cost to the District. Revenue received from the Facilities Use Agreement will be used to support Riverside City College's Early Childhood Education Program.
Recommended Action	It is recommended that the Board of Trustees approve the agreement to amend the Facilities Use and Lease Agreement with Child Care Amenity Group, the National Pediatric Support Services, Inc. and Alvord USD

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### Background Narrative:

This Agreement represents a minor update to the Facilities Use and Lease Agreement between the Child Care Amenity Group (CCAP), the National Pediatric Support Services, Inc. (NPSS), RCCD and Alvord USD previously approved by the Board on December 14, 2010. The Alvord USD approved the updated agreement on June 16, 2011. The changes in the agreement reflect "CCAG/NPSS" use of ALVORD designated kitchen space as a fully equipped facility for the warming of food delivered by an authorized food vendor and preparation of food as needed which meets the requirements of the State Child Care Licensing authority. CCAP/NPSS will offer childcare services at the Innovative Learning Center at Stokoe Elementary to the community, therein creating community partnerships. This will also create an opportunity for future teachers to observe high quality pre-school education and services. CCAG/NPSS obtained licensure and opened on August 1, 2011.

The term of this Agreement is for a period of 36 months, which commenced on January 1, 2011 and will end of June 30, 2013.

Prepared By: Cynthia Azari, President, Riverside City College

### Attachments:

[Alvord NPSS Agreement Updated 8/30/11](#)

## **AGREEMENT FOR CHILDCARE PROGRAM**

This Agreement For Childcare Program (“Agreement”), dated for reference purposes as of June 16, 2011 (“Reference Date”), is made and entered into by and between The Child Care Amenity Group, Inc. (“CCAG”), the National Pediatric Support Services, Inc. (“NPSS”), the Riverside Community College District (“RCCD”), and the Alvord Unified School District (“ALVORD”). Throughout this document CCAG, NPSS, RCCD and ALVORD may be referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. The Innovative Learning Center at the Phillip M. Stokoe Elementary School (“ILC”), which is located at 4501 Ambs Drive, Riverside, California, is a public educational facility, a portion of which is owned by ALVORD and a portion of which is owned by RCCD. ALVORD and RCCD have entered into that certain “Second Amended Agreement for Joint Use of Facilities” dated September 21, 2010 (“Joint Use Agreement”) to establish the terms and conditions for their joint use, operation and maintenance of the ILC, as well as for programs and services to be provided at the ILC by other public entities and third parties. The Joint Use Agreement serves as the guiding document with respect to the goals, relationships and programs, services and activities of ALVORD, RCCD and other public and non-public entities at the ILC.

B. A portion of the ILC was designed and constructed to be used for childcare purposes and in connection with RCCD’s Early Childhood Education programs (“Childcare Center”). The Childcare Center is depicted in Exhibit “A” attached hereto and includes eight studio set classrooms, a teacher’s workroom, private restrooms within each classroom, and front office space consisting of a site supervisor office and reception area, as well as an adjacent play area and equipment thereon. The Joint Use Agreement provides that ALVORD and RCCD may agree as to a third-party operator of the Childcare Center and as to the terms and conditions for such operation.

C. NPSS is a non-public provider of childcare-related programs and services, incorporated and registered to conduct business in the State of California (“State”) as entity number C1203260. CCAG is a 501(c)(3) non-profit corporation incorporated and registered in the State as entity number C2455642, which is in formal partnership with NPSS. Their partnership is such that CCAG provides the facilities, either through ownership, lease or otherwise, as well as the ongoing operational support, to each licensed child care center. NPSS’s role in the partnership is to provide the staff and professional management of the child care programs offered at each such child care center.

D. RCCD desires, in lieu of it directly operating the childcare programs at the ILC, that CCAG and NPSS be permitted to provide such programs. Subject to the provisions herein, ALVORD and RCCD intend and agree that CCAG and NPSS may use the Childcare Center to operate early childhood education and childcare programs for children between 6 weeks and 6 years of age, to serve families

that potentially feed into the Phillip M. Stokoe Elementary School (the "Childcare Program"). Thus, this Agreement sets forth the terms and conditions for operation by CCAG and NPSS of the Childcare Program in the Childcare Center.

E. Subsequent to ALVORD and RCCD entering into the Joint Use Agreement, ALVORD completed construction of a multi-purpose facility at the ILC ("MPF"), which includes kitchen, food-preparation and food-service facilities that are adequate for serving ALVORD's students at the ILC. Prior to completion of the MPF, ALVORD had, on an interim basis, been using secondary food preparation facilities located adjacent to the Childcare Center in Room E-127 at the ILC ("Secondary Food Preparation Facilities") for such purposes.

F. Because ALVORD now is using the kitchen, food-preparation and food-service facilities located in the MPF, the Secondary Food Preparation Facilities now can be made available for use in connection with the Childcare Program or other educational programs at the ILC. CCAG and NPSS have requested that they be permitted to use the Secondary Food Preparation Facilities, and, subject to the terms and conditions set forth herein, ALVORD is amenable to permitting such use. Therefore, this Agreement also sets forth the terms and conditions for use by CCAG and NPSS of the Secondary Food Preparation Facilities, for purposes of the Childcare Program.

## **AGREEMENT**

**NOW**, in consideration of the foregoing Recitals and the respective rights and obligations of the Parties set forth herein, the Parties hereby agree as follows:

### **ARTICLE I CCAG AND NPSS USE OF CHILDCARE CENTER**

- 1.1 Authorized Uses.** Subject to all other provisions of this Agreement, CCAG and NPSS may use the spaces and areas at the ILC as described in this Article solely for purposes of operating and/or providing the Childcare Program.
- 1.2 Permitted Users.** For purposes of this Agreement, the authorization for CCAG and NPSS to use the spaces and areas described in this Article shall be deemed to permit the presence and uses of such spaces and areas by: (i) NPSS's officers, administrators, teachers and volunteers (collectively, "NPSS Staff"); and (ii) NPSS's students, parents or guardians of NPSS's students, potential enrollees in the Childcare Program and their parents or guardians, and representatives of any governmental, accreditation or similar agency or entity whose presence at the ILC is necessary in connection with the Childcare Program (collectively, "NPSS Visitors").
- 1.3 Administrative Areas.** CCAG and NPSS shall be entitled to exclusive use for purposes of the Childcare Program of the staff space, children's restroom, office and reception/lobby area

described in Exhibit A hereto, which consists of a total of approximately 1520 square feet of space (“Administrative Areas”).

- 1.4 Childcare Classrooms.** CCAG and NPSS shall be entitled to exclusive use for purposes of the Childcare Program of such number of classrooms in the Childcare Center (“Childcare Classrooms”), out of the total of eight (8) available, as determined by the ILC Coordinating Council (defined in the Joint Use Agreement) based on the requirements of the population to be served and subject to compliance with applicable requirements of the California Department of Social Services, Community Care Licensing Division.
- 1.5 Play Area.** NPSS shall have first priority use, pursuant to State licensing requirements and solely for purposes of the Childcare Program, of the portion of the adjacent play area that is fenced-in and on which RCCD has installed play equipment (“Play Area”). Shared use of that or any other play area at the ILC shall be subject to coordination and scheduling through the ILC Coordinating Council to prevent conflicts between the Childcare Program and ALVORD’s programs and services.
- 1.6 Use and Parking of Vehicles.** NPSS Staff and NPSS Visitors are subject to and must comply with all provisions of Article VIII of the Joint Use Agreement relating to use and parking of vehicles at the ILC. For purposes of such provisions, the use and parking of vehicles at the ILC by NPSS Staff and NPSS Visitors shall be deemed and construed to be use and parking by RCCD or for RCCD purposes. Upon request from RCCD, the ILC Coordinating Council shall designate up to five parking spaces at the ILC, not including any of the Reserved Daytime Spaces (defined in the Joint Use Agreement), to be used during Childcare Center operating hours exclusively for purposes of dropping off and picking up Childcare Center students.
- 1.7 Common Areas.** NPSS shall have non-exclusive use of the common areas (defined in the Joint Use Agreement) as reasonably necessary for ingress and egress of NPSS Staff and NPSS Visitors in connection with the Childcare Program.
- 1.8 No Other Uses.** NPSS may not at any time or for any purpose use any of the spaces or areas at the ILC other than: (i) those that NPSS is permitted pursuant to this Article to use (the “Premises”); and (ii) those that the ILC Coordinating Council authorizes NPSS to use.

**ARTICLE II  
CHILDCARE PROGRAM REQUIREMENTS**

- 2.1 Licensing.** NPSS, at its cost and expense, shall be solely responsible for obtaining and maintaining at all times while this Agreement is in effect any and all licenses and other approvals required by the State to operate the Childcare Program in the Childcare Center, and



for compliance with any and all federal, State and other governmental requirements applicable to the Childcare Program.

- 2.2 Curriculum.** NPSS shall be responsible for providing a comprehensive curriculum plan that integrates California Preschool Learning Foundations and a transitional program for students in Pre-K to Kindergarten curriculum within local elementary schools; specifically transitional programs tailored to the Kindergarten programs at the Phillip M. Stokoe Elementary School. The curriculum plan is subject to approval by RCCD and the ILC Coordinating Council.
- 2.3 Teacher Requirements.** All Childcare Center teachers must complete a minimum of 12 units equivalent to the Associate Teacher level of the State Child Development permit. There must be a staff development plan in place for professional growth and staff must maintain some form of individualized developmental profiles for children served so that assessment based lesson planning is modeled for RCCD college students.
- 2.4 Observation.** NPSS will allow RCCD employees and its students of Early Childhood Education and Teacher Preparation programs, and/or other future identified partners to observe and film, for educational purposes, NPSS Staff and students. Observation shall be conducted in the observation corridors of the Childcare Center except for those students, pursuant to program curriculum, who are serving internships. Those students will be observing in the Childcare Center classrooms and will have been fingerprinted and/or had background checks done prior to entering the classrooms, pursuant to curriculum requirements and the Joint Use Agreement. NPSS is solely responsible for informing and notifying families of such purposes and obtaining parental consent for said observation and filming. Hours during which such observation and filming is to occur are subject to change upon agreement between RCCD and NPSS.
- 2.5 Hours of Operation.** NPSS hours of operation during which it makes childcare services available pursuant to the Childcare Program will be based on the needs of the clientele it serves, and NPSS must provide written notice to the other two Parties as far in advance as reasonably possible prior to any change in operating hours. Notwithstanding the foregoing or anything else, NPSS must offer the Childcare Program services each day, not including any Saturdays or Sundays, that the Phillip M. Stokoe Elementary School is open and conducting elementary-school classes, between the hours of 7:30 a.m. and 4:30 p.m., or as otherwise determined by the ILC Coordinating Council.
- 2.6 Services for Low-Income Families.** So that the Childcare Program's services, to the extent possible, can be made available to low-income families, parents and guardians, NPSS shall make reasonable attempts to secure federal and State funds for such purposes. In no event shall ALVORD be subject to or bound by any requirement of, related to, or arising from any federal or State grant or other funding unless and until the requirement has been disclosed to ALVORD in

writing and ALVORD has consented to be bound by or subject to such requirement, which consent ALVORD may grant, deny or condition in its reasonable discretion.

- 2.7 ILC Coordinating Council.** NPSS, CCAG and the Childcare Program shall be subject to the decisions and recommendations of ILC Coordinating Council regarding services, programs or activities that are conducted, offered or sponsored at the ILC, and CCAG and NPSS must otherwise comply with the requirements of Article IV of the Joint Use Agreement. Subject to Section 11.3 herein, the RCCD-appointed members on the ILC Coordinating Council shall represent CCAG's and NPSS's interests.
- 2.8 Consistency with ILC Mission.** Consistent with Section 1.4 of the Joint Use Agreement, although CCAG and NPSS are not public entities, neither CCAG nor NPSS must suffer or permit any of the services, programs, or activities that it offers at the ILC to conflict or interfere with the educational mission and purposes of the ILC.

### **ARTICLE III CCAG AND NPSS USE OF SECONDARY FOOD PREPARATION FACILITIES**

- 3.1 Scope of Use and Compliance with Laws.** On and after the Reference Date, CCAG and NPSS may use the Secondary Food Preparation Facilities, including the refrigerator and freezer owned by ALVORD and located therein, but solely in connection with the Childcare Program. CCAG and NPSS must in all respects comply with any and all laws, regulations, rules and other governmental requirements applicable to the Secondary Food Preparation Facilities, the operation of the Secondary Food Preparation Facilities, and, in connection therewith, service of food, beverages and other things, including, without limitation, health-related and safety-related requirements, and requirements for inspection by any governmental entity with competent jurisdiction.
- 3.2 Condition of Secondary Food Preparation Facilities.** The Parties acknowledge and agree that, as of the Reference Date and to the best of their respective knowledge, the Secondary Food Preparation Facilities are in good condition and working order. However, CCAG and NPSS shall be deemed and construed to take the Secondary Food Preparation Facilities in an "as is" and "with all faults" condition, except to the extent that any subsequent negligence or willful misconduct of either ALVORD or RCCD creates any un-healthy or un-safe condition of, in, or at the Secondary Food Preparation Facilities. CCAG and/or NPSS must promptly notify ALVORD, in writing, whenever maintenance or repair of the Secondary Food Preparation Facilities is required or advisable.
- 3.3 Modifications, Fixtures and Equipment.** Except as permitted in accordance with this Agreement, neither CCAG nor NPSS may modify the Secondary Food Preparation Facilities, including, without limitation, installation fixtures therein or thereto. Except upon written

consent from ALVORD, neither CCAG nor NPSS may install any cooking or other food-preparation or food-service equipment at or in the Secondary Food Preparation Facilities. Notwithstanding any such consent, CCAG and NPSS, and no other Party, shall be jointly and severally responsible and liable for ensuring that no such equipment creates any health or safety hazard, and CCAG and NPSS must maintain any such equipment in good working order and condition.

**3.4 CCAG and NPSS Operations.** CCAG and NPSS shall be jointly and severally responsible and liable for operating the Secondary Food Preparation Facilities in a manner that does not result in any illness of any person, injury to any person, damage to any property, un-healthy condition, or un-safe condition; provided that, if the active negligence or willful misconduct of either ALVORD or RCCD is a contributory cause, the Parties shall be responsible and liable on a comparative basis. The requirements of this Section shall be deemed and construed to apply, not as a limitation, to any equipment installed at or in the Secondary Food Preparation Facilities pursuant to Section 3.3 herein. In connection with any such injury, damage or condition, and except to the extent of any comparative liability of the Parties, CCAG and NPSS each hereby waive and release any and all claims against ALVORD and/or RCCD, whether known, unknown or foreseeable as of the Reference Date. With respect to such waiver and release, CCAG and NPSS each hereby also specifically waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**3.5 Maintenance Fee.** Within five days after the Reference Date and each anniversary of the Reference Date thereafter, CCAG and/or NPSS shall pay a maintenance fee to ALVORD in the amount of \$500 ("Annual Maintenance Fee"). CCAG and NPSS shall be jointly and severally liable for payment of the Annual Maintenance Fee. Each Annual Maintenance Fee shall be subject to increase based on any increase over the then-most recent full 12-month period, as reported by the U.S. Department of Labor, Bureau of Labor Statistics, in the Consumer Price Index - All Urban Consumers for the Los Angeles-Riverside-Orange County metropolitan statistical area, not seasonally adjusted, base period 1982-84=100. ALVORD may expend any or all of each such Annual Maintenance Fee for maintenance of the Secondary Food Preparation Facilities or equipment located therein that ALVORD owns, or may accumulate any two or more Annual Maintenance Fees for use for such purposes, or, if not used for such purposes, ALVORD may expend such funds for any lawful purpose.

#### **ARTICLE IV TERM OF AGREEMENT**

**4.1 Initial Term.** The initial term of this Agreement shall be a period of three years, commencing on July 1, 2010, and ending on June 30, 2013, unless sooner terminated as provided for in this Agreement.

**4.2 Extensions.** The initial term may be extended or renewed for one or more additional terms, as agreed by the Parties in writing.

**ARTICLE V  
CCAG PAYMENTS FOR USE OF FACILITIES**

**5.1 Payment Amounts and Timing.**

**5.1.1 Administrative Areas.** The amount payable by CCAG to RCCD for use of the Administrative Areas shall be \$.50 per square foot, for a total of \$760.00 per month. CCAG's obligation to make payments pursuant to this Subsection shall commence on January 1, 2011.

**5.1.2 Childcare Classrooms.** The amount payable by CCAG to RCCD for each Childcare Classroom that it uses in accordance with Section 1.4 herein shall be \$335.00 per month. CCAG shall be responsible for paying such amount only for the Childcare Classrooms that it so uses. CCAG's obligation to make payments pursuant to this Subsection shall commence on the first day of the month following licensure (for example, if licensure is received during the month of November, then payment begins on December 1).

**5.1.3 Utilities, Maintenance and Custodial.** The amount payable by CCAG, to RCCD on account of utilities (i.e., water, gas and electricity), maintenance and custodial services consumed or provided in connection with the Childcare Program shall be a total of \$2,758 per month, based on maximum capacity. This total monthly amount reflects the following associated monthly costs: \$1,986 for custodial; \$57 for custodial supplies and \$715 for utilities. Maximum capacity is based on percentage of total square footage at the ILC (excluding Play Area) utilized by NPSS, when NPSS is operating at full capacity. CCAG's monthly payment hereunder will begin immediately upon occupancy and be pro-rated based on the percentage of square footage they actually occupy until they reach maximum capacity, or six (6) months after receipt of licensure, whichever comes earlier, at which time the full amount of \$2,758 will be due each month. The total amount may increase or decrease annually, to reflect actual costs of such services. RCCD shall provide CCAG and NPSS with 30-day advance written notice of any such cost adjustments.

**5.2 Billing.** Each month, RCCD shall invoice CCAG for amounts due and all payments will be due within thirty (30) days of receipt of invoice. RCCD will charge 2% interest on all past due invoices.

**5.3** *Affect on RCCD Payment Obligations.* Nothing in this Agreement shall be deemed or construed to limit, condition or otherwise modify RCCD's obligations to pay or reimburse ALVORD for M&O Costs and/or other costs in accordance with the Joint Use Agreement.

**ARTICLE VI  
STANDARDS OF BEHAVIOR**

**6.1** *Reasonable Care.* Each of CCAG and NPSS must use reasonable care to ensure that, in connection with the Childcare Program or CCAG and/or NPSS's use of the facilities at the ILC, no item is brought onto or kept in, at, on or around the Childcare Center or other portions of the ILC, and nothing is done in, at, on or around the Childcare Center or other portions of the ILC, that will in any way increase or adversely affect the existing rate or coverage of fire or other insurance covering any portion of the ILC, whether such insurance is maintained by RCCD, ALVORD, or any other party.

**6.2** *Compliance with Laws.* Neither CCAG nor NPSS shall engage in, suffer or permit any use of the Childcare Center or other portions of the ILC, or operate the Childcare Program in any manner, that violates or otherwise is inconsistent with any applicable provisions of the California Education Code or other federal, State or local law or other governmental requirements, including, without limitation, any requirements for licensing and requirements imposed in connection with governmental approvals for operation of the Childcare Program.

**6.3** *Controlled Substances.* Neither smoking, nor possession or consumption of alcoholic beverages or other controlled substances (not including prescription medicines), is allowed on or at the ILC.

**6.4** *Applicable Standards, Policies and Directives.* In addition to any other requirements of this Agreement relating to standards of behavior and decorum at the ILC, NPSS Staff and NPSS Visitors shall be subject to and must comply with all requirements of Article V of the Joint Use Agreement.

**ARTICLE VII  
SAFETY AND SECURITY**

**7.1** *Fingerprinting and Background Checks.* Notwithstanding anything to the contrary, NPSS shall be subject to and must comply with the provisions of Subsections (c), (d) and (e) of Section 6.2 of the Joint Use Agreement with respect to any and all of the NPSS Staff.

**7.2** *Additional Requirements.* NPSS shall also be subject to and must comply with all requirements of: (i) Sections 6.1, 6.5, and 6.6 of the Joint Use Agreement; and (ii) Article VII, excluding Sections 7.8 and 7.10, of the Joint Use Agreement.

- 7.3 Identification Badges.** Notwithstanding anything to the contrary in Article VII of the Joint Use Agreement, each and every member of the NPSS Staff must wear an identification badge issued by RCCD. Such badges will initially be issued free of charge, but a fee of \$25.00 will be charged for replacement of each lost or stolen badge.
- 7.4 Visitor Sign-In and Identification.** For purposes of NPSS compliance with the requirements of Subsection (a) of Section 7.9 of the Joint Use Agreement for NPSS to require that its visitors sign-in and wear (and return) identification badges, ALVORD shall make visitor sign-in sheets and identification badges available at the entrance to the Childcare Center as depicted on Exhibit A hereto.
- 7.5 Campus Security.** Security services and/or assistance will be available as provided in Section 6.7 of the Joint Use Agreement. In addition, RCCD will provide a Community Service Officer during the hours of RCCD operation, who will monitor the area occupied by NPSS, while on the premises. However, nothing, whether in this Agreement, the Joint Use Agreement or elsewhere, shall be deemed or construed to constitute a guarantee of the safety or security of any person or property.

**ARTICLE VIII  
REAL AND PERSONAL PROPERTY**

- 8.1 Furniture and Equipment.** CCAG and NPSS shall be responsible for supplying any and all furniture, materials, supplies and other personal property necessary or convenient for NPSS to operate the Childcare Program, including, without limitation, any and all student desks and chairs, teacher/administrator desks and chairs, changing stations, tables, office equipment, curriculum supplies, and any movable playground equipment such as tricycles, toys, etc. Sand boxes will not be allowed on or at the ILC.
- 8.2 IT Infrastructure.** The cabling infrastructure for internet and telephone access is provided in the Childcare Center. CCAG and NPSS shall be responsible for providing its own telephones, telephone service, and computer systems for use at the Childcare Center.
- 8.3 Ownership of Real Property.** Notwithstanding anything to the contrary, ALVORD has and shall at all times retain its fee estate in the Childcare Center, Play Area, and other portions of the ILC that ALVORD owns ("ALVORD Property"), and nothing in this Agreement shall be deemed or construed to result in either CCAG or NPSS having any lease-hold or other estate or interest in the ALVORD Property.
- 8.4 Inspection of Premises.** Regardless of whether CCAG and NPSS have exclusive use of any portion of the Childcare Center, Play Area or other space or area at the ILC, ALVORD and/or

RCCD and/or their contractors and consultants shall have the right at any and all times to inspect any or all of the ILC. Such inspections shall be conducted so as to not unreasonably disturb or interfere with CCAG's and/or NPSS's services, programs or activities in connection with the Childcare Program. As provided in Article VII of the Joint Use Agreement, neither CCAG nor NPSS may change any locks or keys for the spaces and areas at the ILC, but, if either does, ALVORD and/or RCCD may enter any such space or area by any convenient means. To the extent any damage results from any such entry, ALVORD shall repair the damage as provided in the Joint Use Agreement and CCAG and/or NPSS shall be jointly and severally liable for reimbursing ALVORD for all costs of such repairs.

- 8.5 Modifications to Real Property.** Under no circumstances may CCAG or NPSS demolish, remove, modify, repair, replace or add improvements to the Childcare Center or other portions of the ILC without the express written consent of ALVORD and RCCD, which ALVORD and RCCD in their sole discretion may grant, deny or condition. The foregoing shall be construed to require ALVORD's and RCCD's consent for attachment of any equipment or other thing, regardless of whether intended to be a fixture, to any wall, floor, ceiling, cabinet, fixture or other surface or element of any building or other improvement, using any bolts, screws, lag-screws, nails, adhesives or other method of attachment that may cause any damage, hole, or mark either initially or upon removal of the equipment or other thing. Any and all such work approved must be performed in accordance with all applicable laws, codes, ordinances and other governmental requirements. This Section shall be deemed and construed to apply to any work necessary to install a clothes washer and/or dryer in the Childcare Center.
- 8.6 Fixtures.** In the event CCAG or NPSS desires to attach any fixture to any of the real property at the ILC, ALVORD may condition its consent pursuant to Section 8.5 herein on its approval of the means and method of attaching such thing and its affect, if any, on the structural integrity of the real property. If ALVORD reasonably determines that any adverse affect on structural integrity is possible, NPSS must provide plans and/or specifications for the attachment, stamped and signed by a qualified and licensed architect or engineer, sufficient to ensure continued structural integrity of the real property. Such architect or engineer either must certify that approval of the attachment by the California Department of General Services, Division of State Architect ("DSA") is not required, or must obtain any necessary DSA approval.
- 8.7 Liens and Other Encumbrances.** Neither CCAG nor NPSS may, under any circumstances: (i) encumber ALVORD's fee estate in the ALVORD Property, including, without limitation, by means of any mortgage, deed of trust, or any other device or instrument; (ii) attempt to, sell, assign, sublease, lease, or otherwise transfer, dispose of or convey any portion of or interest in the ALVORD Property; (iii) suffer or permit to be filed or enforced against any portion of the ALVORD Property any statutory lien for labor or materials (including without limitation any mechanic's or materialmen's lien); or (iv) suffer or permit any claim for damages arising from or out of their use of, or activities on, the ALVORD Property. CCAG and/or NPSS must pay or

cause to be paid on a timely basis all bills or claims which could give rise to any such statutory lien or claim for damages. If any such statutory or other lien is filed or asserted against any portion of the ALVORD Property, CCAG and NPSS shall be jointly and severally responsible for causing the same to be fully discharged, by payment, bonding or otherwise, within fifteen days of such filing or assertion, and upon any failure to do so, ALVORD shall have the right to do so, by payment, bonding or otherwise. CCAG and NPSS shall be jointly and severally responsible for reimbursing to ALVORD all costs and expenses that it incurs in connection with obtaining any such release or discharge, including but not limited to attorneys' fees and expenses. The failure by ALVORD to post or record any notice of non-responsibility or other notice shall not in any manner adversely affect or negate either CCAG's or NPSS's obligations pursuant to this Section or any rights that ALVORD may have in regard thereto.

**8.8 Hazardous Materials.** Neither CCAG nor NPSS, acting for itself or through any contractor, consultant or other person, shall under any circumstances: (i) bring any Hazardous Materials onto any portion of the ILC; or (ii) spill, release or otherwise discharge any Hazardous Materials in, on, under or in the vicinity of the ILC. For purposes of the foregoing, "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste that is regulated by any local governmental authority, the State, or the United States, including, without limitation, any material or substance that is regulated, defined or listed as: (i) a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any law, rule, regulation, ordinance or court or administrative ruling, notice, order or decision; (ii) a petroleum or a petroleum derivative; (iii) a flammable explosive; (iv) a radioactive material; (v) a polychlorinated biphenyl; or (vi) asbestos, an asbestos derivative or an asbestos containing material. So long as the same are used in accordance with all applicable laws and regulations, the presence on or at the ILC of gasoline, diesel fuel, and common vehicle lubricants and other fluids in the enclosed tanks, hydraulic systems, or other manufactured items (e.g., lead-acid battery) integral to passenger vehicles driven onto and/or parked at the ILC shall not constitute a violation of the foregoing prohibition.

**8.9 Surrender of Premises.** Upon the expiration or termination of this Agreement, CCAG and NPSS must quit and surrender the Childcare Center, Play Area and other portions of the ILC that it is authorized to use pursuant to this Agreement, and at such time those premises must be in a condition at least as good as existed on the date CCAG and/or NPSS first entered in and upon the ILC property pursuant to this Agreement, less ordinary wear and tear.

## **ARTICLE IX MAINTENANCE AND REPAIR**

**9.1 Maintenance of Childcare Center.** ALVORD shall be responsible for maintaining the Childcare Center, including, without limitation, providing custodial services, as provided in the Joint Use



Agreement. The Parties acknowledge that good building-maintenance practices may require that ALVORD operate heating, ventilation and air-conditioning in Childcare Classrooms not then being used for purposes of the Childcare Program. Custodial services shall include, without limitation, providing paper towels, toilet paper, soap, cleaning supplies and equipment, *et cetera*, for the Childcare Center. ALVORD shall provide custodial services and otherwise maintain the Childcare Center as provided in the Joint Use Agreement. To the extent ALVORD consents to providing custodial or other services for the Childcare Center that are in excess of what ALVORD normally would provide, RCCD must reimburse ALVORD for the full costs of such excess services, as provided in the Joint Use Agreement. RCCD, CCAG and/or NPSS may contract (whether, as applicable, by force account or with an outside vendor) for custodial services in excess of what ALVORD provides only upon ALVORD's advance written consent, which consent ALVORD in its reasonable discretion may grant, deny or condition, including, without limitation, imposing conditions for bonding and/or fingerprinting and criminal-history background checks.

**9.2 *Repair of Childcare Center.*** ALVORD shall be responsible for repairing any and all damage to the Childcare Center, Play Area and other portions of the ILC, regardless of the cause of the damage, as provided in the Joint Use Agreement. NPSS must immediately notify RCCD and ALVORD of any and all damage to the Childcare Center, Play Area, or other portions of the ILC, of which NPSS becomes aware.

**9.3 *CCAG and NPSS Personal Property.*** CCAG and NPSS, at their own cost and expense, shall be responsible for maintaining and repairing any and all computers, copiers, printers, facsimile machines and other non-building systems, equipment and other personal property that CCAG and/or NPSS owns, leases or otherwise has provided for use at the Childcare Center, Play Area or other portions of the ILC, regardless of the cause of any damage.

**9.4 *Responsibility for Repair Costs.*** CCAG and NPSS shall be jointly and severally responsible for the costs to repair any and all damages to any of the facilities, fixtures, equipment or grounds at the ILC caused by or resulting from any act of CCAG, NPSS, any NPSS Staff or NPSS Visitor, or any other person who is present at the ILC as a result or consequence of any service, program or activity conducted, offered or sponsored by CCAG or NPSS. CCAG and NPSS, on a joint and several basis, shall be solely responsible for any damage arising from the installation and/or use in the Childcare Center of a clothes washer and/or dryer. If damage occurs to an item or thing during any period when the item or thing was controlled by CCAG and/or NPSS, or was being used by or for purposes of CCAG and/or NPSS, there shall be a rebuttable presumption that the use resulted in the damage and that CCAG and NPSS are responsible for the cost to repair the item or thing. In the event any damage to the facilities, fixtures, equipment or grounds at the ILC is the result of any cause other than the foregoing, including without limitation, any natural cause (e.g., storm, wildfire, earthquake, *et cetera*), or if the Parties reasonably are unable to determine the cause of any damage, CCAG and NPSS shall be jointly and severally responsible

for the cost incurred in repairing the damage. Except in the event of an emergency or when immediate repairs are necessary to prevent additional damage to property or injury to any person, the Parties shall confer and agree as to the cause of any damage and estimated cost to repair such damage prior to undertaking any repairs.

## **ARTICLE X INSURANCE COVERAGE**

- 10.1 Applicable Requirements.** Notwithstanding that Article XII of the Joint Use Agreement by its terms applies to ALVORD and RCCD, each of CCAG and NPSS shall, except as provided in this Article X, be subject to and must comply with all requirements of Article XII of the Joint Use Agreement.
- 10.2 Minimum Coverage Limits.** Each Liability Policy (defined in the Joint Use Agreement) maintained by CCAG and NPSS must have coverage limits of not less than one million dollars per occurrence and three million dollars aggregate. Each Vehicle Policy (defined in the Joint Use Agreement) maintained by CCAG and NPSS must have coverage limits of not less than five-hundred thousand dollars per occurrence and one million dollars aggregate.
- 10.3 Other Requirements.** Neither CCAG nor NPSS may maintain the insurance required by this Article X through self-insurance or through a joint-powers insurance cooperative. Any and all deductibles or self-insured retentions applicable to CCAG's or NPSS's Liability Policy or Vehicle Policy must be reasonable and are subject to approval in advance by ALVORD and RCCD, but in no event may any deductible or retention amount exceed two and one-half percent of the applicable per-occurrence coverage limit. CCAG and NPSS must have all required insurance in effect, and must provide Certificates of Insurance (defined in the Joint Use Agreement) to ALVORD and RCCD, prior to entering in or on the ILC for any purposes of this Agreement. CCAG and NPSS must maintain the required insurance in effect at all times that this Agreement remains in effect.
- 10.4 Failure to Maintain Insurance.** Any failure by CCAG or NPSS to obtain and maintain, in full accordance with this Article X, the insurance coverage that it is required to obtain and maintain pursuant to this Article X shall be deemed a material breach by it of its obligations pursuant to this Agreement.
- 10.5 Insurance Not a Limitation on Liability.** Neither any insurance coverage to be maintained by CCAG or NPSS in accordance with this Article X, nor any proceeds thereof, shall be deemed or construed to limit CCAG's and/or NPSS's liability or responsibility pursuant to this Agreement, in connection with the Childcare Program, or otherwise.

**ARTICLE XI  
INDEMNIFICATION AND DEFENSE**

**11.1 General Indemnification Requirements.** Except as provided in this Article XI, each Party, with respect to any and all claims, demands, actions, governmental proceedings, judgments, damages, costs, expenses (including, without limitation, attorneys' fees and expenses), and other liabilities of any nature arising from any act(s) or omission(s) of such Party in connection with this Agreement, shall indemnify, defend, and hold-harmless the other Parties and, as applicable, their respective governing boards, governing board members, officers, employees and agents, and each of them, as provided in Article XI of the Joint Use Agreement. For purposes of this Article XI, and notwithstanding that Article XI of the Joint Use Agreement by its terms applies only to ALVORD and RCCD, the provisions of Article XI of the Joint Use Agreement shall be construed to apply to and require compliance by each of CCAG and NPSS with its provisions.

**11.2 Requirements Applicable to Observation of Students and Others.**

**11.2.1 Indemnification of RCCD, CCAG and NPSS.** Notwithstanding Section 11.1 herein or anything else that may be construed to the contrary, CCAG, NPSS and RCCD (as "Indemnitor") each shall indemnify, defend and hold-harmless the other (as "Indemnitee") and, as applicable, its governing board, governing board members, officers, employees and agents, and each of them, from and against, any and all claims, demands, actions, governmental proceedings, judgments, damages, costs, expenses (including, without limitation, attorneys' fees and expenses), and other liabilities of any nature arising from any negligence or willful misconduct of the Indemnitor or, as applicable, its governing board, governing board members, officers, employees or agents in connection with the observation, filming, or photographing of any student or other person as described in Section 2.4 herein, including, without limitation: (i) any failure to obtain consent, informed consent or complete consent for any such activities; (ii) any release or failure to adequately secure or protect any film, photographs or other depictions or records relating to or arising from such activities; and (iii) any misuse or other adverse consequences of any such depictions or records. However, to the extent the negligence and/or willful misconduct of two or more of CCAG, NPSS and RCCD, or those for whom they are responsible pursuant to this Section, contribute to any such liability, then CCAG, NPSS and RCCD shall be responsible and liable on a comparative basis.

**11.2.2 Indemnification of ALVORD.** Notwithstanding Section 11.1 herein or anything else that may be construed to the contrary, CCAG, NPSS and RCCD, on a joint and several basis, shall be solely responsible for, and shall indemnify, defend and hold-harmless ALVORD and its governing board, governing board members, officers, employees and agents (each an "ALVORD Agent"), and each of them, from and against, any and all claims, demands, actions, governmental proceedings, judgments, damages, costs, expenses (including, without limitation, attorneys' fees and expenses), and other liabilities of any nature related to or arising from the

observation, filming, or photographing of any student or other person as described in Section 2.4 herein, including, without limitation: (i) any failure to obtain consent, informed consent or complete consent for any such activities; (ii) any release or failure to adequately secure or protect any film, photographs or other depictions or records relating to or arising from such activities; and (iii) any misuse or other adverse consequences of any such depictions or records. However, none of CCAG, NPSS and RCCD shall be liable pursuant to this Section to the extent any such liability results solely from the active negligence or willful misconduct of ALVORD or any of the ALVORD Agents.

**11.3 Requirements Applicable to Disputes Between RCCD, CCAG and/or NPSS.** Notwithstanding Section 11.1 herein or anything else that may be construed to the contrary, CCAG, NPSS and RCCD, on a joint and several basis, shall be solely responsible for, and shall indemnify, defend and hold-harmless ALVORD and the ALVORD Agents, and each of them, from and against, any and all claims, demands, actions, governmental proceedings, judgments, damages, costs, expenses (including, without limitation, attorneys' fees and expenses), and other liabilities of any nature related to or arising from any disputes between RCCD, CCAG, and NPSS, including, without limitation, any disputes arising from RCCD representation of CCAG and/or NPSS on the ILC Coordinating Council as described in Section 2.7 herein.

**11.4 Defense of ALVORD and RCCD.** Any defense by CCAG and/or NPSS of ALVORD and/or any of the ALVORD Agents, and/or of RCCD and/or any of RCCD's governing board, governing board members, officers, employees or agents, pursuant to this Article XI must be by qualified and experienced legal counsel reasonably acceptable to, as applicable, ALVORD or RCCD, but selected and retained at CCAG's and/or NPSS's sole cost and expense. CCAG's and NPSS's obligations pursuant to this Section include the obligation to reimburse to ALVORD and/or RCCD the costs they may incur in having their own legal counsel monitor and, as necessary, participate in any such defense.

## **ARTICLE XII**

### **DEFAULT, OPPORTUNITY TO CURE, AND DISPUTE RESOLUTION**

**12.1 Events of Default.** Each of the following events with respect to a Party shall be deemed a default by such Party in regard to its obligations pursuant to this Agreement (each an "Event of Default"):

- (i) The Party fails, within the time required, to pay any undisputed or unexcused payment due or asserted to be due to another Party, or any undisputed or unexcused portion of a payment due or asserted to be due to another Party pursuant to this Agreement; or

- (ii) The Party fails to perform or observe any covenant, condition or agreement to be performed or observed by such Party pursuant to this Agreement, and such failure materially and adversely affects another Party's rights; or
- (iii) In the case of CCAG and NPSS, any activity by either of them at the ILC substantially and adversely disturbs or interferes with, or, after being asked to stop, repeatedly disturbs or interferes with, any other service, program or activity authorized to be conducted, offered or sponsored at the ILC; or
- (iv) Any statement, representation or warranty by the Party and set forth in this Agreement is determined to be intentionally misleading or erroneous in any material respect and materially and adversely affects another Party's rights; or
- (v) The Party makes any general assignment for the benefit of creditors, any voluntary or involuntary petition for bankruptcy or for reorganization pursuant to federal bankruptcy law is filed and not withdrawn or dismissed within sixty days of filing, a court of competent jurisdiction appoints a trustee or receiver to manage or control all or substantially all of the Party's assets, all or substantially all of the Party's assets are subject to attachment, execution or other judicial seizure, or a court of competent jurisdiction determines that such Party has become insolvent or unable to pay its debts when due.

**12.2 Notice and Opportunity to Cure.** If a Party is alleged to be responsible for an Event of Default ("Defaulting Party"), any other Party ("Non-Defaulting Party") may provide written notice thereof to the Defaulting Party, specifying in reasonable detail the nature and extent of the alleged default ("Notice of Default"). The Defaulting Party must cure the Event of Default: (i) within a reasonable time or within such time as specified in the Notice of Default in the case of a default creating a dangerous condition or situation; (ii) within fourteen days after receipt of the Notice of Default in the case of a monetary default (i.e., failure to pay money or secure the payment of money); or (iii) within thirty days after receipt of the Notice of Default in the case of any other default. If the Defaulting Party fails to complete a cure within the time required by this Section, the Non-Defaulting Party in its discretion may initiate the dispute resolution provisions set forth in Section 12.3 herein. The giving of a Notice of Default and the period for cure of the Event of Default in accordance with this Section 12.2 shall be a condition precedent to the Non-Defaulting Party exercising any available remedy in response to the Event of Default. Nothing herein shall be construed to prohibit the Defaulting Party from disputing that an Event of Default has occurred.

### **12.3 Dispute Resolution.**

**12.3.1 Disputes Involving All of the Parties.** If a dispute that arises out of or relates to this Agreement ("Dispute") reasonably involves or includes all of the Parties, the Dispute shall be resolved as provided in Section 13.6 of the Joint Use Agreement, and each of CCAG and NPSS shall be responsible for compliance with substantive and procedural requirements of that Section. In such event, Subsection (c) of Section 13.5, and Sections 13.7 and 13.8, of the Joint Use Agreement shall apply not only to ALVORD and RCCD, but also to CCAG and NPSS.

**12.3.2 Disputes Involving Only RCCD and NPSS or CCAG.** If a Dispute reasonably involves or includes only RCCD and NPSS or CCAG, the Dispute shall be resolved as provided in Section 13.6 of the Joint Use Agreement, and CCAG and NPSS shall be responsible for compliance with substantive and procedural requirements of that Section. In such event, Subsection (c) of Section 13.5, and Sections 13.7 and 13.8, of the Joint Use Agreement shall apply to RCCD, NPSS and CCAG.

**12.3.3 Disputes Involving Only ALVORD and NPSS or CCAG.** If a Dispute reasonably involves or includes only ALVORD and NPSS and/or CCAG, the Dispute may be resolved in any manner as permitted by law and this Agreement, and each such Party shall be entitled to any and all rights and defenses as permitted by law and this Agreement. In no event shall RCCD be deemed or construed to be involved in a Dispute between ALVORD and NPSS and/or CCAG merely because the Childcare Program may be considered as being conducted under the auspices of, or in connection with any programs of, RCCD.

**12.3.4 Disputes Involving Only ALVORD and RCCD.** If a Dispute involves or includes only ALVORD and RCCD, and not NPSS or CCAG, the Dispute shall be resolved as provided in Article XIII of the Joint Use Agreement. In no event shall NPSS or CCAG be deemed or construed to be involved in a Dispute between ALVORD and RCCD merely because the Childcare Program may be considered as being conducted under the auspices of, or in connection with any programs of, RCCD.

### **ARTICLE XIII EARLY TERMINATION OF AGREEMENT**

**13.1 Discretionary Termination by RCCD, NPSS or CCAG.** Any of NPSS, CCAG or RCCD may terminate this Agreement by giving written notice of termination to the other Parties, no later than March 1 of any particular school year, to be effective as of the end of such school year. For purposes of the foregoing, a school year shall be deemed to commence on July 1 in any particular year and to end on the following June 30.

**13.2 Termination Due to Termination of Joint Use Agreement.** In the event, for whatever reason, the Joint Use Agreement is terminated, the terminating party, or ALVORD if the termination did

not result from an action by ALVORD or RCCD, shall give written notice to CCAG and NPSS that this Agreement is thereby terminated effective thirty days from the date of such notice. In such event, ALVORD, CCAG and NPSS may agree to enter into a separate written agreement to provide for continued use of the Childcare Center by CCAG and/or NPSS.

**13.3 Termination by ALVORD or RCCD for CCAG or NPSS Breach.** If, after notice and opportunity to cure as provided in this Agreement, CCAG or NPSS fails to cure any Event of Default within the required time and to ALVORD's and RCCD's reasonable satisfaction, either ALVORD or RCCD may terminate this Agreement by providing written notice of termination to all other Parties, which termination shall be effective immediately upon receipt by them or as of a later date that may be specified in the notice.

**13.4 Removal of CCAG and NPSS Property.** Within thirty days of the effective date of the expiration (without extension or renewal) or earlier termination of this Agreement, CCAG and NPSS must remove any and all of their personal property from the Childcare Center. ALVORD and RCCD, without any liability or responsibility to CCAG or NPSS, will jointly agree to, or if they cannot so agree, ALVORD will, keep, give away, sell or otherwise dispose of any and all personal property that remains at or in the Childcare Center or other portions of the ILC after such 30-day period, regardless of whether such property is owned by, or was originally controlled or brought to the ILC by, CCAG, NPSS, RCCD or any other person or entity.

#### **ARTICLE XIV INTERPRETATION OF AGREEMENT**

**14.1 Incorporation of Recitals.** Each of the Recitals set forth in this Agreement, and Exhibit A referenced herein and attached hereto, are hereby incorporated as effective and operative provisions of this Agreement.

**14.2 Applicability of Joint Use Agreement.** This Agreement and CCAG's and NPSS's abilities and rights to use the facilities at the ILC as permitted pursuant to this Agreement are subject to all provisions of the Joint Use Agreement and any and all actions taken and/or determinations made by ALVORD and/or RCCD pursuant to the Joint Use Agreement. By entering into this Agreement, each of CCAG and NPSS represents and warrants that it has read and understands the Joint Use Agreement, and each agrees that, except as expressly provided herein, the Joint Use Agreement shall apply to CCAG, NPSS and the Childcare Program, and that it shall comply with the applicable requirements of the Joint Use Agreement.

**14.3 Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to use of facilities at the ILC by CCAG and NPSS. This Agreement supersedes and replaces all prior negotiations, understandings, discussions and agreements,

written or oral, with respect to such subject matter, except as they are included in this Agreement. With respect solely to matters expressly addressed in this Agreement, in the event of a conflict between any provision of this Agreement and any provision of the Joint Use Agreement, the provision set forth in this Agreement shall govern, but otherwise this Agreement shall not be deemed or construed to supersede the Joint Use Agreement.

- 14.4 Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against any Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision herein. The captions or headings set forth in this Agreement are for convenience only and in no way define or limit the scope or intent of any Articles, Sections, Subsections or other provisions herein. Unless specified otherwise, any reference in this Agreement to an Article, Section, Subsection, or other provision shall be construed as a reference to a provision of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular. Except as expressly provided in this Agreement, any reference in this Agreement to a period of days shall be construed to mean a period of consecutive calendar days, not business or work days.
- 14.5 Time is of the Essence.** Time is of the essence with respect to each and every obligation of the Parties pursuant to this Agreement. Notwithstanding the foregoing, the Parties may agree in writing to extend any time period for performance of an obligation that is set forth in this Agreement.
- 14.6 Severability.** If any Article, Section, Subsection, or other provision of this Agreement is held by a court of competent jurisdiction to be illegal, null or void, or in violation of public policy, the remaining provisions herein shall not be affected thereby.
- 14.7 Governing Law/Venue.** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State, and any litigation, arbitration, mediation or other proceeding arising from this Agreement must be initiated and conducted only in the County of Riverside.
- 14.8 Waiver.** In order to be enforceable, any waiver by a Party of any right set forth in this Agreement must be in writing and signed by a duly-authorized representative of such Party. The failure of any Party to require performance of any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of any right to require such performance, with respect to that or any future breach of the same or any other term, condition, restriction or provision herein.
- 14.9 Representation by Independent Counsel.** Each Party acknowledges and agrees that, in negotiating and entering into this Agreement, it has been represented by independent legal



counsel of its own choice and that it has executed this Agreement with the consent of and/or upon the advice of its legal counsel.

**14.10 No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit, and no third-party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

- 15.1 Agreement is Public Record.** Each of CCAG and NPSS acknowledges that this Agreement is a public record within the meaning of the California Public Records Act, Government Code Section 6250 *et seq.*, and that it may be disclosed as permitted by law.
- 15.2 Parties to Comply With Law.** In taking any action pursuant to, in performance of, or in connection with this Agreement, each Party, at its own cost and expense, must comply with all applicable federal, State and local laws, ordinances, rules and regulations, either now in effect or that may hereinafter be promulgated or enacted.
- 15.3 Assignment/Delegation.** Except as provided herein, no Party may assign any of its rights, or delegate any of its obligations, pursuant to this Agreement without the express written consent of the other Parties. ALVORD, without need for consent of the other Parties, may assign this Agreement to another public educational entity in the event of a reorganization of school districts pursuant to Education Code Sections 35500 *et seq.* or 35700 *et seq.*
- 15.4 Independent Contractors.** CCAG and NPSS are independent contractors and neither shall be deemed or construed to be a partner, employee, general agent or general representative of either ALVORD or RCCD. Any and all NPSS Staff shall at all times be subject to the exclusive direction and control of NPSS with respect to the performance of their respective duties. (However, the foregoing shall not be deemed or construed to prohibit or limit ALVORD's or RCCD's rights to enforce applicable standards of behavior or similar requirements or controls.) NPSS shall pay or otherwise be responsible for all wages, salaries and other amounts due to, or on account of, any and all of the NPSS Staff. NPSS shall be responsible for all reporting and other obligations with respect to the NPSS Staff, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.
- 15.5 Responsibility for Taxes and Other Charges.** CCAG and NPSS, on a joint and several basis, shall be solely responsible for and must pay all taxes, assessments, fees, and other charges of any type or nature that are levied in connection with use by either of any of the facilities at the

ILC, including, without limitation, any personal property and/or income taxes attributable to such use or to the Childcare Program. Because the ILC is public property that is exempt from property taxes, entering into this Agreement may result in the assessment of “possessory interest” or similar taxes pursuant to Revenue and Taxation Code Section 107 *et seq.* or other applicable law, and CCAG and NPSS shall at all times be responsible for paying any and all such possessory interest or similar taxes. Should CCAG and/or NPSS under the terms of this Agreement be eligible for tax exempt status granted by the County of Riverside, RCCD and ALVORD shall reasonably cooperate with CCAG and/or NPSS in filing exemption notices with Riverside County.

**15.6 Notices.** All notices and demands required or permitted to be given pursuant to this Agreement must be in writing, must be addressed as provided in this Section, and must be delivered by: (i) personal delivery, signature of recipient on electronic or other receipt required; (ii) registered or certified U.S. Mail, postage prepaid, signature on return receipt required; or (iii) FedEx, U.P.S. or other reliable overnight delivery service, signature of recipient on electronic or other receipt required. Any such notice shall be deemed given or served only upon actual receipt by the addressee, and acceptance by an employee or other representative of the addressee shall be deemed to be receipt by the addressee. No Party or any of its representatives shall attempt to avoid receipt of notice, including, without limitation, by refusing to accept any notice or to sign any required receipt. This Section shall not be deemed or construed to apply to: (i) day-to-day communications between two or more of the Parties that are necessary or convenient for administration of this Agreement; or (ii) service of process in accordance with any applicable law or rule of court. Any Party that sends a notice to another Party must send copies of that notice to all other Parties. A Party may change the name of its representative, or its address to which notices should be sent, by giving notice in accordance with this Section. As applicable, notices must be addressed as follows:

If to NPSS: Dr. Sheri A. Senter  
National Pediatric Support Services, Inc.  
150 Paularino Avenue, D-179  
Costa Mesa, CA 92626

If to CCAG: Gary Nobbe  
The Child Care Amenity Group, Inc.  
150 Paularino Avenue, Suite 184  
Costa Mesa, CA 92626

If to RCCD: Dr. Marilyn Martinez-Flores  
Dean, Academic Support  
Riverside Community College District  
4800 Magnolia Ave.

Riverside, CA 92506

If to ALVORD: Alvord Unified School District  
Attention: Superintendent  
10365 Keller Avenue  
Riverside, CA 92505

**15.7 Non-Discrimination.** Each Party agrees that, in connection with this Agreement:

There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, ethnicity, national origin, ancestry, religion, gender, sexual orientation, age, disability, or marital status, in the use, occupancy or enjoyment of the Childcare Center, Play Area or other portions of the ILC that NPSS is authorized to use pursuant to this Agreement.

**15.8 Amendment.** This Agreement may be modified or amended only by duly-authorized written agreement(s) of all Parties.

**15.9 Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all Parties had signed the same signature page. Counterpart signature pages may be combined to physically form one or more copies of this Agreement including original signatures of all the Parties.

**15.10 Authority of Parties to Enter Into Agreement.** Each Party hereby represents and warrants to the other Parties that it has the full right and authority to enter into this Agreement and to perform the obligations that it hereby undertakes.

**15.11 Authority of Signatories.** Each individual that has signed this Agreement on behalf of a Party hereby represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as evidenced by the signatures of their duly-authorized representatives below.

**Alvord Unified School District**

By: Wendel W. Tucker  
Wendel W. Tucker, Ph.D.  
Superintendent

**Riverside Community College District**

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

**The Child Care Amenity Group, Inc.**

By: Gary Nobbe  
Gary Nobbe, Executive Director, CEO

**National Pediatric Support Services, Inc.**

By: Sheri A. Senter  
Sheri A. Senter, Chief Executive Officer



## Agenda Item (VI-B-6-h)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-6-h)
Subject	First Amendment to Joint Use Agreement for Riverside Aquatics Complex with the City and County of Riverside
College/District	Riverside
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees approve the First Amendment to Joint Use Agreement for Riverside Aquatics Complex at with the City of Riverside.

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### Background Narrative:

Presented for Board's review and consideration is First Amendment to Joint Use Agreement for Riverside Aquatics Complex at Riverside City College between the Riverside Community College District, the city of Riverside and the County of Riverside. The original agreement for the parties was entered into on September 2, 2008. The Parties have been satisfied with the swimming and water sports events held at the Complex, which benefits the students of the District and the residents of the City and County, however, the Parties desire to amend the maintenance, utilities, and usage provisions of the Agreement. This amendment is needed to update the City of Riverside User Group List; reduce administrative cost; and, will establish financial support in the form of an annual sponsorship from the City of Riverside not to exceed \$100,000. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President

### Attachments:

[Aquatics Revised Joint Use Agreement](#)

FIRST AMENDMENT TO JOINT USE AGREEMENT FOR  
RIVERSIDE AQUATICS COMPLEX AT RIVERSIDE CITY COLLEGE

This First Amendment to Joint Use Agreement For Riverside Aquatics Complex at Riverside City College (“First Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”), by and between the Riverside Community College District (“District”), the City of Riverside (“City”) and the County of Riverside (“County”). When referring to these three agencies collectively, they shall be referred to as the “Parties”.

RECITALS

WHEREAS, on or about September 2, 2008, the Parties entered into that certain Joint Use Agreement for Riverside Aquatics Complex at Riverside City College (“Agreement”); and

WHEREAS, the Parties have been satisfied with the swimming and water sports events held at the Complex, which benefit the students of the District and the residents of the City and County; and

WHEREAS, the Parties desire to amend the maintenance, utilities, and usage provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the Parties agree as follows:

1. Paragraph 3, entitled “Maintenance of Complex” is amended as follows:

In the 2<sup>nd</sup> paragraph, remove the sentences: “Annual maintenance costs shall be prorated based on actual usage. The District shall maintain records of expenditures associated with maintenance and submit invoices and detailed back-up on a quarterly basis to the Parties.”

Add the following paragraph:

“Notwithstanding the above, the City shall contribute Eighty Thousand Dollars (\$80,000) annually based on the maintenance associated with 733 hours of usage. If the City exceeds the use of 733 hours, City shall pay for actual costs in an amount not to exceed One Hundred Thousand Dollars (\$100,000) annually during the term of Agreement. This payment shall commence for the calendar year 2011 as the Complex opened on January 1, 2011, and payment will be due every year thereafter on January 1.”

2. Paragraph 5, entitled Use and Scheduling of Complex is amended to add the following paragraph:

“The following groups or members shall be defined as “User Groups” and who have permission to utilize the Complex:

- 1) Special Olympics
- 2) Park and Recreation Department
- 3) Riverside Aquatic
- 4) Water polo
- 5) Aquettes
- 6) Turn and Burn (competitions only)

The City reserves the right to add to the User Groups at any time. The Parties acknowledge and agree that the Turn and Burn group has a separate arrangement for their practice time with the District and does not count toward the City’s 733 hours. Any competitions booked for Turn and Burn will be counted towards City’s hours. Any competitions booked by any User Group, including Turn and Burn, must be approved by the City or the hours will not be counted against the City’s 733 hours.”

3. Paragraph 6, entitled “Minimum Usage” is hereby deleted in its entirety.
4. Any reference in the Agreement to the term “Minimum Usage” is hereby deleted.
5. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

(Signatures on following page)

IN WITNESS WHEREOF, this First Amendment shall become effective as of the date first written above.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Asst. City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE

ATTEST: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Supv. Deputy City Attorney

FORM APPROVED COUNTY COUNSEL

By: \_\_\_\_\_

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08/08/11





## Agenda Item (VI-B-7)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-7)
Subject	Out-of-State Travel
College/District	District
Funding	n/a
Recommended Action	Recommended that the Board of Trustees approve the out-of-state travel.

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### Background Narrative:

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles.

Prepared By: Greg Gray, Chancellor  
Kathy Tizcareno,

### Attachments:

[Out-of-State Travel September 2011](#)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel

Date: September 20, 2011

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

Revision:

- 1) At the meeting of June 21, 2011, the Board of Trustees approved out-of-state travel for Dr. Heather Smith, associate professor, biology, Riverside City College, to travel to Edmonton, Canada, June 13-19, 2011, to attend the North American Colleges and Teachers of Agriculture Annual Meeting and United States Department of Agriculture National Institute of Food and Agriculture Project Directors meeting. There is no cost to the District. (The cost of the travel increased to \$2,013.25 which will subsequently be reimbursed by the United States Department of Agriculture National Institute of Food and Agriculture GS5 Certified Grant funds.)

Current:

*Moreno Valley College*

- 1) Dr. Tom Harris, acting president, to travel to San Antonio, Texas, October 29-November 1, 2011, to attend the Hispanic Association of Colleges and Universities 25<sup>th</sup> Annual Conference. Estimated cost: \$2,850.71. Funding source: general fund.

*Norco College*

- 1) Mr. Laurens Thurman, interim vice president, business services, to travel to Dallas, Texas, October 9-10, 2011, to attend the Energy Education 2011 Fall National Training Conference (Energy Conservation). Estimated cost: \$157.75. Funding source: the general fund.

*Riverside City College*

- 1) Dr. Dariush Haghghat, associate professor, political science, to travel to Lille, France, January 30-February 6, 2012, to attend the National Model United Nations-Europe as a faculty advisor. Estimated cost: \$2,989.20. Funding source: the general fund.
- 2) Ms. Kimberly Reimer, associate professor, nursing, to travel to Atlanta, Georgia, December 1-3, 2011, to attend the National League for Nursing Accreditation Self-Study. Estimated cost: \$728.80. Funding source: Health Resources and Service Administration Grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Subject: Out-of-State Travel (continued)

Date: September 20, 2011

- 3) Dr. Ward Schinke, associate professor, political science, to travel to Lille, France, January 30-February 6, 2012, to accompany ten (10) students participating in the National Model United Nations-Europe. Estimated cost: \$29,227.01. Funding sources: \$27,227.01 from the general fund; and \$2,000.00 from student contributions.

*Riverside Community College District*

- 1) Mr. Alaadin Elgendy, procurement specialist, to travel to Arlington, Virginia, October 30-November 2, 2011, to attend the Association of Procurement Technical Assistance Centers Fall 2011 Training Conference. Estimated cost: \$1,976.23. Funding source: Procurement Assistance Center Grant funds.
- 2) Ms. Julie Padilla, director, procurement assistance center, to travel to Arlington, Virginia, October 30-November 2, 2011, to attend the Association of Procurement Technical Assistance Centers Fall 2011 Training Conference. Estimated cost: \$1,993.36. Funding source: Procurement Assistance Center Grant funds.

Gregory W. Gray  
Chancellor

Prepared by: Kathryn Tizcareno  
Administrative Assistant



## Agenda Item (VI-B-8-a)

Meeting	9/20/2011 - Regular
Agenda Item	Consent Agenda Action (VI-B-8-a)
Subject	Notice of Completion
College/District	District
Funding	n/a
Recommended Action	It is recommended that the Board of Trustees 1) accept the project listed as complete, 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 - Public Works), and 3) authorize the Board President to sign the Notice.

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### Background Narrative:

Facilities Planning, Design and Construction staff reports that the Moreno Valley Lion's Parking Lot - Site Electrical Project, previously approved by the Board of Trustees, is now complete. The contractor was RIS Electrical Contractors, Inc.

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

### Attachments:

[Notice of Completion - MV Lion's Parking Lot](#)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Name

Administration and Finance

Street Address

City & State

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is \_\_\_\_\_

3. The full address of the owner is \_\_\_\_\_

4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

\_\_\_\_\_  
\_\_\_\_\_

6. A work of improvement on the property hereinafter described was completed on \_\_\_\_\_ . The work done was:

\_\_\_\_\_

7. The name of the contractor, if any, for such work of improvement was \_\_\_\_\_

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of \_\_\_\_\_ ,

County of \_\_\_\_\_ , State of California, and is described as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. The street address of said property is \_\_\_\_\_

(If no street address has been officially assigned, insert "none")

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

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the \_\_\_\_\_ the declarant of the foregoing  
(\*President of,\* \*Manager of,\* \*A partner of,\* \*Owner of,\* etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ , 20 \_\_\_\_\_ , at \_\_\_\_\_ , California.

(Date of signature)

(City where signed)

\_\_\_\_\_  
(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



## Agenda Item (VII-A)

Meeting 9/20/2011 - Regular

Agenda Item Consent Agenda Information (VII-A)

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

College/District District

Information Only

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### Background Narrative:

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

The General Fund consists of the following:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted  
Resource 1080 – Community Education  
Resource 1090 – Performance Riverside  
Resource 1110 – Bookstore (Contractor Operated)  
Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking  
Resource 1070 – Student Health  
Resource 1180 – Redevelopment Pass-Through  
Resource 1190 – Grants and Categorical Programs

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

### Attachments:

[CCFS-311Q - Quarterly Financial Status Report for the Quarter Ended June 30, 2011](#)

CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

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

CHANGE THE PERIOD

Fiscal Year: 2010-2011

Quarter Ended: (Q4) Jun 30, 2011

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: James L. Buysse

CBO Phone: 951-222-8047

CBO Signature:

Date Signed:

Chief Executive Officer Name: Gregory W. Gray

CEO Signature:

Date Signed:

Electronic Cert Date: 08/15/2011

District Contact Person

Name: Bill J. Bogle, Jr.

Title: Controller

Telephone: 951-222-8041

Fax: 951-222-8021

E-Mail: Bill.Bogle@rccd.edu

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

Send questions to:  
Christine Atalig (916)327-5772 [catalig@cccco.edu](mailto:catalig@cccco.edu) or Tracy Britten (916)323-6899 [tbritten@cccco.edu](mailto:tbritten@cccco.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q**

**VIEW QUARTERLY DATA**

**CHANGE THE PERIOD** ▼

**Fiscal Year: 2010-2011**

**District: (960) RIVERSIDE**

**Quarter Ended: (Q4) Jun 30, 2011**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2007-08	Actual 2008-09	Actual 2009-10	Projected 2010-2011
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A.</b>	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	140,056,553	142,429,004	141,019,430	143,808,312
A.2	Other Financing Sources (Object 8900)	-930,061	-814,021	-2,610,591	1,410,028
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	139,126,492	141,614,983	138,408,839	145,218,340
<b>B.</b>	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	137,207,962	145,870,223	139,960,566	142,578,585
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,166,930	1,291,930	1,152,570	632,790
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	138,374,892	147,162,153	141,113,136	143,211,375
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	751,600	-5,547,170	-2,704,297	2,006,965
D.	<b>Fund Balance, Beginning</b>	18,049,419	18,801,019	13,253,849	10,468,684
D.1	Prior Year Adjustments + (-)	0	0	-80,868	-25,000
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	18,049,419	18,801,019	13,172,981	10,443,684
E.	<b>Fund Balance, Ending (C. + D.2)</b>	18,801,019	13,253,849	10,468,684	12,450,649
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	13.6%	9%	7.4%	8.7%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	27,526	31,111	31,185	29,437
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

As of the specified quarter ended for each fiscal year				
	2007-08	2008-09	2009-10	2010-2011



H.1	Cash, excluding borrowed funds		9,764,402	251,184	1,308,796
H.2	Cash, borrowed funds only		0	10,997,212	11,710,000
H.3	Total Cash (H.1+ H.2)	22,443,900	9,764,402	11,248,396	13,018,796

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	143,958,985	144,172,944	143,808,312	99.7%
I.2	Other Financing Sources (Object 8900)	1,088,312	1,088,312	1,410,028	129.6%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	145,047,297	145,261,256	145,218,340	100%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	146,811,592	147,000,551	142,578,585	97%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	675,753	675,753	632,790	93.6%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	147,487,345	147,676,304	143,211,375	97%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-2,440,048	-2,415,048	2,006,965	
L	Adjusted Fund Balance, Beginning	10,468,684	10,443,684	10,443,684	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	8,028,636	8,028,636	12,450,649	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.4%	5.4%		

**V. Has the district settled any employee contracts during this quarter? NO**

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

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Permanent		Temporary		Total Cost Increase	% *
			Total Cost Increase	% *	Total Cost Increase	% *		
<b>a. SALARIES:</b>								
Year 1:								
Year 2:								

<b>Year 3:</b>								
<b>b. BENEFITS:</b>								
	<b>Year 1:</b>							
	<b>Year 2:</b>							
	<b>Year 3:</b>							

*\* As specified in Collective Bargaining Agreement or other Employment Contract*

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

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

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

The State's deferral of January through June apportionment funding until July is anticipated to cause cash flow difficulties and has forced the District to seek emergency cash flow alternatives such as internal borrowing, and Mid-Year Tax and Revenue Anticipation Notes (TRAN).

**VII. Does the district have significant fiscal problems that must be addressed?** **This year? YES**  
**Next year? YES**

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

FY 2010-2011

State budget cuts in FY 09-10 contributed to a substantial budget shortfall for the District. The District was forced to make significant cuts in section offerings, decrease discretionary expenses, and institute a hiring freeze. Only marginal funding restoration in the form of growth apportionment occurred in FY 10-11. As a result, the District continued the budget mitigation measures that were enacted in FY 09-10, into FY 10-11. The District also offered an early retirement incentive. The State's action of deferring apportionment funding will cause the District to experience cash flow shortages. The District was forced to secure alternate financing and implement internal borrowing measures to mitigate the impact of expected cash deficits.

FY 2011-2012

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

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

**Cash Position - Unrestricted and Restricted**

	<u>YTD Activity</u>
Beginning Cash, July 1, 2010	\$ 11,248,396
Net Change in Accounts Receivables	(5,277,738)
Net Change in Accounts Payables	4,406,287
Revenue and Other Financial Sources	174,434,270
Expenditures and Other Outgo	(171,792,419)
Ending Cash, June 30, 2011	<u>\$ 13,018,796</u>

**Budget and Actual Activity - Unrestricted**

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
<b>Revenues</b>			
Federal	\$ 219,332	\$ 219,332	\$ 222,637
State	99,943,326	99,943,326	104,593,228
Local	43,796,327	44,010,286	38,992,447
Total Revenues	<u>143,958,985</u>	<u>144,172,944</u>	<u>143,808,312</u>
<b>Other Financing Sources</b>	<u>1,088,312</u>	<u>1,088,312</u>	<u>1,410,028</u>
<b>Total Revenues</b>	<u>145,047,297</u>	<u>145,261,256</u>	<u>145,218,340</u>
<b>Expenditures</b>			
Academic Salaries	\$ 64,571,157	\$ 64,773,746	\$ 65,403,395
Classified Salaries	32,748,208	32,552,546	31,074,689
Employee Benefits	29,582,145	29,614,259	28,792,818
Materials & Supplies	2,352,218	2,477,549	2,013,335
Services	16,717,312	16,140,923	14,446,203
Capital Outlay	840,552	1,441,528	848,145
Total Expenditures	<u>146,811,592</u>	<u>147,000,551</u>	<u>142,578,585</u>
<b>Other Outgo - Objects</b>	<u>675,753</u>	<u>675,753</u>	<u>632,790</u>
<b>Total Expenditures and Other Outgo</b>	<u>147,487,345</u>	<u>147,676,304</u>	<u>143,211,375</u>
<b>Revenues Over (Under)</b>			
<b>Expenditures</b>	\$ (2,440,048)	\$ (2,415,048)	\$ 2,006,965
<b>Beginning Fund Balances</b>	10,468,684	10,443,684	10,443,684
<b>Ending Fund Balances</b>	<u>\$ 8,028,636</u>	<u>\$ 8,028,636</u>	<u>\$ 12,450,649</u>
<b>Contingency</b>			
Unrestricted	\$ 7,128,636	\$ 7,128,636	\$ 11,550,649
<b>Reserve</b>	<u>900,000</u>	<u>900,000</u>	<u>900,000</u>
<b>Total Contingency/Reserve</b>	<u>\$ 8,028,636</u>	<u>\$ 8,028,636</u>	<u>\$ 12,450,649</u>



## Agenda Item (VIII-A-1)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Governance (VIII-A-1)
Subject	Revised and New Board Policies - First Reading
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees accept for first reading Board Policy 4000. It is also recommended that former Board Policies 3029 and 8010 be rescinded as Board Policies of the District.

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### Background Narrative:

In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board.

For First Reading:

Academic Affairs - Academic Affairs - Board Policy 4000 - Academic Rank. This is a revision of the Policy that was previously approved by the Board on January 25, 2011.

For Rescission:

Former board Policy 3029 - Faculty Fellowship Grant Program. This Policy was first adopted in 1974, but has not been active since former RCCD President Charles Kane retired.

Former Board Policy 8010 - Gold Card Program. This Policy was first adopted in 1975, but was discontinued many, many years ago (late 1990's/early 2000's).

Prepared By: Greg Gray, Chancellor  
Ruth Adams, General Counsel

### Attachments:

[Board Policy 4000](#)  
[Former Board Policy 3029](#)  
[Former Board Policy 8010](#)

Academic Affairs  
DRAFT

**BP 4000 ACADEMIC RANK**

**References:** None

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

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

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Date Adopted: August 19, 2008

Revised: January 25, 2011

**Revised:**

(Replaces RCCD Policy 3092)

RIVERSIDE COMMUNITY COLLEGE DISTRICT

FACULTY FELLOWSHIP GRANT PROGRAM

Through the faculty fellowship grant program, it shall be the policy of the Riverside Community College District to encourage College faculty to develop innovative projects, techniques and strategies intended to improve the instructional program of the College.

Submitted to Board for First Reading \_\_\_\_\_ 12-6-83

Approved by Board \_\_\_\_\_ 1-17-84

Adopted: May 19, 1974  
Readopted: May 7, 1975  
Amended: January 17, 1984

RIVERSIDE COMMUNITY COLLEGE DISTRICT

GOLD CARD PROGRAM

The Riverside Community College District recognizes senior adults have special needs and are a valued part of the community served by Riverside Community College. For these reasons, the Board of Trustees has authorized a Gold Card Program consisting of special privileges for senior adults within the guidelines of the regulations.

Submitted to Board for First Reading \_\_\_\_\_ 6-19-84

Approved by Board \_\_\_\_\_ 7-17-84

Adopted: January 21, 1975  
Readopted: May 7, 1975  
Amended: July 17, 1984



## Agenda Item (VIII-B-1)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Teaching and Learning (VIII-B-1)
Subject	Proposed Curricular Changes
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the curricular changes for inclusion in the catalogs and in the schedule of classes.

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### Background Narrative:

Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the changes and recommend their adoption.

Prepared By:

### Attachments:

[Curriculum Course Proposals](#)



I. Course Exclusions Proposals:

This course is being removed from Riverside City College's course inventory. This course is part of the Simulation and Gaming certificate/degree which is currently not being offered at Riverside.

1. CIS-36 Introduction to Computer Game Design

II. New State/Locally Approved Degree/Certificate Proposal:

1. Speech Language Pathology Assistant (M)

**SPEECH LANGUAGE PATHOLOGY**

**SPEECH LANGUAGE PATHOLOGY ASSISTANT**

This is an entry-level program which assists speech-language pathologists in treating disorders of communication by preparing individuals to apply introductory technical knowledge and skills. This includes introductory instruction in communicative disorders related to: articulation/ phonological disorders; language disorders in children and adults; fluency disorders, voice disorders, especially those related to vocal abuse; hearing disorders and the effect on communication.

**Certificate Program**

**Program Learning Outcomes**

Upon successful completion of this program, students should be able to:

- Demonstrate knowledge of major categories of communication disorders, including etiology and some remedial techniques;
- Demonstrate functional knowledge of the therapeutic process;
- Demonstrate ability to carry out a treatment protocol;
- Demonstrate skills needed to assist in the management of speech-language pathology programs and services;
- Demonstrate functional knowledge of professional responsibilities and ethical behavior appropriate for the speech-language pathology assistant.

<u>Required Courses (18 units)</u>		<u>Units</u>
SLP-1	Foundations of Speech-Language Pathology Assisting	4
SLP-2	Remediation: Hearing and Speech Disorders	4
SLP-3	Remediation: Language, Literacy and Communication	4
SLP-4	Field Work in Speech-Language Pathology Assisting	3
SLP-5	SLPA Workplace Issues	3

**Associate in Science Degree**

The Associate in Science Degree in Speech Language Pathology Assistant will be awarded upon completion of the degree requirements, including general education and other graduation requirements as described in the college catalog.



## Agenda Item (VIII-D-1)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Facilities (VIII-D-1)
Subject	Amendment No. 2 with Facilities Planning and Program Services, Inc. for Consulting Services
College/District	District
Funding	District Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Amendment No. 2 with Facilities Planning and Program Services, Inc. in the amount of \$183,000 using District Measure C funds.

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### Background Narrative:

On October 20, 2009, the Board of Trustees approved a consulting services agreement, using District Measure C funds, with Facilities Planning and Program Services, Inc. (FPPS) in the amount of \$76,000. Consulting services include review of construction plans and drawings for compliance reporting with Federal, State Chancellor's Office, Regulatory and local health and safety agencies; preparation and monitoring of an energy management plan for the District; consultation regarding activities on the ACBO Facilities Task Force; attendance at meetings requested by the District; assistance in project close out with the Division of the Statue Architect; and providing administrative support as needed such as the Energy Conservation and District Standards projects. On October 19, 2010, the Board of Trustees approved an amendment with FPPS in the amount of \$130,000 for continued services for the fiscal year.

Staff now requests the Board's approval for Amendment No. 2 in the amount of \$183,000 with Facilities Planning and Program Services, Inc. for continued consulting services throughout the fiscal year 2011-2012. The amendment is attached for the Board's review and consideration. FPPS agreement would total \$389,000 including reimbursable expenses.

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[Amendment - Facilities Planning and Program Services 09-06-11](#)

SECOND (2) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
FACILITIES PLANNING AND PROGRAM SERVICES, INC.  
*(Consulting Services for the  
Office of Facilities Planning and Development)*

This document amends the original agreement and amendment between the Riverside Community College District and Facilities Planning and Program Services, Inc., which was originally approved by the Board of Trustees on October 20, 2009.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$183,000, including reimbursable expenses. Facilities Planning and Program Services' agreement, including amendments and reimbursable expenses, now totals \$389,000. The term of this agreement shall be from the original agreement date of October 21, 2009, to the estimated completion date of June 30, 2012. Payments and final payment shall coincide with original agreement.
- II. The 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 (2) as of the date written below.

FACILITIES PLANNING AND PROGRAM  
SERVICES, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Ron Beeler  
CEO  
22607 La Palma Ave. Ste. 407  
Yorba Linda, CA 92887

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I



### Scope of Services:

Facilities Planning and Program Services, Inc. (FPPS) services include:

- Assist Riverside CCD Facilities Staff in the District's construction program, ensuring compliance with legal and contractual requirements and District policies and objectives.
- Assist with the review of construction plans and drawings to ensure conformance with District requirements.
- Assist the District with securing sources of funding for the District's building programs.
- Assist with the preparation of plans and compliance reporting with Federal, State, Regulatory and local health and safety agencies.
- Assist with the preparation and monitor the implementation of an energy management plan for the District.
- Assist with the preparation of annual plans for submission to the California Community College Chancellor's Office, including, but not limited to, Space Inventories, Initial Project Proposal's and Final Project Proposal's.
- Prepare and maintain a variety of reports and records related to facilities management functions, operations and activities.
- Assist with the preparation of the annual filing of the five-year plans for facilities and scheduled maintenance by the State.
- Assist with resolving claims and lawsuits involving the District's building program.
- Participate in meetings as required.
- Provide assistance in Closing out projects with the Division of the State Architect.
- Provide assistance with Administrative Support.
- Continue to work with HMC Architects in assisting the District to develop District Wide Construction Standards.
  - The District has requested that FPPS assist the District in developing District wide construction standards. FPPS will coordinate College and District meetings, provide input and recommendation into best practices and offer assistance to the District Architect in planning and coordination of the final documents to be presented to District and Campus Facilities Staff, Administration and Board of Trustees. For this effort the District will enter into a contract with an Architect that has familiarity with the District and the services for that architect will be paid for by RCCD.

Additionally FPPS will assist District, Campus Staff and consultants in coordination of and updating the District Wide Space Inventory and Five Year Scheduled Maintenance Program. The scope of work will consist of coordination with all District sites and bundling the information for the consultant that will input the most current information into FUSION.

Also, it is understood that that FPPS will act as an extension of the RCCD Facilities staff and will be assigned additional work on an as needed basis by the Associate Vice Chancellor of Facilities Planning & Development.

Currently the estimated hours for the above effort will be approximately 30 hours per month for the Project Manager and 100 hours per month for the Project Leader. It is understood between FPPS and RCCD that the hours for each title can be flexible on any given month as long as the overall contract dollar amounts are not exceeded for the contract period.

FPPS will provide additional support staff for the above effort on a time and material basis per the hourly rates and titles as described below:

Project Manager (Ron Beeler)	\$150.00/Hr
Project Leader(s) (Ava Hill, Pat Reish)	\$ 95.00/Hr
Technical Support Staff (Natassia Melendrez)	\$ 70.00/Hr
Administrative Support Staff (Terra Dymond)	\$ 60.00/Hr

FPPS is pleased to provide its services for the above effort of \$178,000 plus any reimbursable expenses not to exceed \$5,000.00.

➤ Reimbursable Expenses:

District Shall Reimburse FPPS at cost, a reasonable sum for out-of-pocket expenses listed in this Exhibit that are incurred and paid for by FPPS in furtherance of performance of FPPS obligations under this agreement, but only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent authorized by Riverside Community College District.

1. Printing and reproduction expenses for documents beyond that which is included in this proposal;
2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to , timesheets, expense reports, inter-office memoranda, invoices, etc.);
3. Mileage at IRS rate
4. Out of town travel as approved in advance by District Representative
5. Regulatory agency and permit-filing fees that are specific to the project;
6. Special Consultants.



## Agenda Item (VIII-D-2)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Facilities (VIII-D-2)
Subject	Amendment No. 1 with WWCOT for the Student Academic Services Facility - Phase III
College/District	Moreno Valley
Funding	State Construction Act Funds and Moreno Valley College Allocated Measure C Funds
Recommended Action	The Board of Trustees approve Amendment No. 1 with WWCOT in the amount of \$15,215 for design upgrade of the electrical power system for the Phase III Student Academic Services Facility Project.

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### Background Narrative:

On October 19, 2010, the Board of Trustees approved a new agreement with WWCOT in the amount of \$1,325,200 to develop a State approvable design for the Phase III Student Academic Services Facility project at the Moreno Valley College.

Staff now requests approval of an amendment with WWCOT in the amount of \$15,215 to upgrade the electrical power system. The original design included connecting to the existing 4000A board at the Central Plant located at the southeast side of the college. The existing switchboard is currently providing power to the existing Humanities Building, Lion's Replacement Parking Lot and the Parkside Complex Portables. The existing 4000 amp board may be found out of capacity due to the peak demand load recording, or if such recording is not able to be done, a new power service may be required for the Student Academic Services Facility. The scope of work is attached in Amendment No. 1 (Attachment A) for review and consideration. The total agreement amount with WWCOT including Amendment No. 1 and reimbursable expenses is \$1,340,415.

Prepared By: Tom Harris, Acting President, Moreno Valley College  
David Bobbitt, Interim Vice President, Business Services  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction

### Attachments:

[Amendment - MVC Phase III Student Academic Services Facility 09-06-11](#)

FIRST (1) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
DLR GROUP WWCOT  
(MVC Phase III – Student Academic Services Facility Project)

This document amends the original agreement between the Riverside Community College District and DLR GROUP WWCOT, which was approved by the Board of Trustees on October 19, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$15,215, including reimbursable expenses, totaling agreement to \$1,340,415. The term of this agreement shall be from the original agreement date of October 20, 2010, to completion of construction of the project. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

DLR GROUP WWCOT

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Pamela Touschner  
Principal  
4280 Latham Street, Suite H  
Riverside, CA 92501

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

### 1.0 Scope of Work

- 1.1 The electrical team will visit the site to assess the existing switchboard conditions for spare capacity.
- 1.2 Coordinate with SCE to locate the new SCE transformer and point of connection of power service.
- 1.3 Develop drawings with preliminary power connection and location of transformer.
- 1.4 Submit drawings to SCE for review and approval.
- 1.5 Revise drawings to incorporate any SCE comments and resubmit for final approval.
- 1.6 TMAD to coordinate with SCE and request a copy of the final power service design drawings that will be issued to the construction manager and contractor.
- 1.7 Final drawings will include a site plan, single line diagrams, load calculations and SCE required application/paperwork.
- 1.8 Provide construction administration services such as responses to RFI's and review of submittals.
- 1.9 Attend one field visit to produce a punch list at the end of construction.
- 1.10 Provide record drawings based on contractor as-built information.
- 1.11 Project management and coordination of the sub-consultants.

### 2.0 Assumptions

- 2.1 As-built drawings are available for the central plant structure and all of the systems contained in the building.

### 3.0 Proposed Fee

- 3.1 DLR Group WWCOT will provide the services described under Section 1.0 Scope of Work for a fixed fee of Fifteen Thousand Two Hundred Fifteen Dollars (\$15,215), including reimbursable expenses.
- 3.2 Reimbursable expenses are anticipated to be Eight Hundred Dollars (\$800). Reimbursable expenses include reproduction of plans, specifications and other related materials for submittal to public agencies and owner review per RCCD contract, local travel expenses within Southern California, delivery charges for printed documents and express/overnight mailings.
- 3.2.1 The Fee breakdown is as follows:

Electrical Engineering	\$ 9,950
Architectural	\$ 2,965
Consultant Administrative Mark Up (15%)	\$ 1,500
<u>Reimbursable Expenses</u>	<u>\$ 800</u>
Total	\$15,215

- 3.3 Should there be changes to the scope of the project that affect the fee, we will not proceed without written and signed authorization from RCCD for additional services. Our 2011 hourly billing rates are defined as follows:

<u>Architectural</u>	<u>Rates</u>
Client Leader	\$ 250
Principal	\$ 220
Technical/Design Leader	\$ 180
Senior Professional	\$ 150
Quality Control Professional	\$ 150
Professional	\$ 125
Professional Support	\$ 105
Technical	\$ 85
Clerical	\$ 60





## Agenda Item (VIII-D-3)

Meeting 9/20/2011 - Regular  
Agenda Item Committee - Facilities (VIII-D-3)  
Subject Status of Bidders for Project Labor Agreement  
College/District District  
Information Only

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### Background Narrative:

On March 16, 2010, the Board of Trustees approved a Project Labor Agreement (PLA) for use on Measure C projects. On June 15, 2010, the Board of Trustees approved an agreement with Padilla and Associates to provide administrative duties as required by the PLA and to ensure contractors comply with the agreement requirements; mediate disputes between subcontractors and labor groups; help develop and monitor employment and training programs, as well as oversee Labor Compliance. On May 17, 2011, the Associate Vice Chancellor of Facilities Planning and Development and Padilla and Associates presented a status update on the District's PLA for the Board's review.

As a follow-up at the request of Chancellor Gray, presented is a bid analysis for projects bid before and after the Project Labor Agreement (Exhibit A) and Project Vendor Information (Exhibit B) for the Board's information.

Note: As requested by the Board of Trustees on September 6, 2011, Exhibit B (attached) has been updated to include the vendors awarded bids and identification of union and non-union vendors.

Prepared By: Orin Williams, Associate Vice Chancellor, Facilities Planning & Development

### Attachments:

[Exhibit A - Status of Bidders for PLA 09-20-11](#)

[Exhibit B Updated - Status of Bidders for PLA 09-20-11](#)

**Bid Analysis - Projects Bid Prior to PLA**

Project	Bid(s)	% Diff	Union	Non-Union	Total
<b>RCC Riverside Aquatics Center</b>			52	52	104
Estimated Cost (by CM)	\$ 9,493,475.00				
Actual Bid Result	\$ 7,704,815.00				
Bid Value - PLA Analysis	\$ 8,866,416.00				
Difference (PLA/Signatory Analysis)	\$ (1,161,601.00)	-13%			
<b>NC Phase III</b>			54	194	248
Estimated Cost (by CM)	\$ 18,758,208.00				
Actual Bid Result	\$ 16,973,720.98				
Bid Value - PLA Analysis	\$ 18,793,399.98				
Difference (PLA/Signatory Analysis)	\$ (1,819,679.00)	-10%			
<b>RCC Nursing Science Building</b>			79	92	171
Estimated Cost (by CM)	\$ 58,568,000.00				
Actual Bid Result	\$ 40,197,677.00				
Bid Value - PLA Analysis	\$ 43,699,518.00				
Difference (PLA/Signatory Analysis)	\$ (3,501,841.00)	-8%			
<b>NC Student Success Center</b>			86	162	240
Estimated Cost (by CM)	\$ 11,038,847.00				
Actual Bid Result	\$ 8,836,022.00				
Bid Value - PLA Analysis	\$ 10,369,663.00				
Difference (PLA/Signatory Analysis)	\$ (1,533,641.00)	-15%			

**Bid Analysis - Projects Bid with PLA**

Project	Bid(s)	% Diff	Union	Non-Union	Total
<b>RCC Wheelock Seismic Retrofit</b>			29	10	39
Estimated Cost (by CM)	\$ 11,179,013.00				
Actual Bid Result	\$ 13,469,446.00				
Difference (Actual)	\$ 2,290,433.00	20%			
<b>MVC Lions Lot Electrical</b>			1	0	1
Estimated Cost (by CM)	\$ 179,887.00				
Actual Bid Result	\$ 243,224.00				
Difference (Actual)	\$ 63,337.00	35%			
<b>MVC Lions Lot Construction</b>			4	5	9
Estimated Cost (by CM)	\$ 1,319,002.00				
Actual Bid Result	\$ 1,177,674.00				
Difference (Actual)	\$ (141,328.00)	-11%			
<b>MVC Nursing Portables</b>			0	8	8
Estimated Cost (FPD Estimate)	\$ 563,665.00				
Actual Bid Result	\$ 283,000.00				
Difference (Actual)	\$ (280,665.00)	-50%			
<b>MVC MVDEC Portables (4 Categories only)</b>			6	5	11
Estimated Cost (by CM)	\$ 1,289,046.00				
Actual Bid Result	\$ 2,705,746.00				
Difference (Actual)	\$ 1,416,700.00	110%			

<b>Bid Analysis - Projects Bid Pre - PLA</b>		
<b>Project/Vendor (Bold Type = Contract Awarded)</b>	<b>Phone No.</b>	<b>(U) Union/(N) Non-Union/ (NA) Not Available</b>
<b>RCC Riverside Aquatics Center</b>		
<b>Advanced Electrical Technologies</b>	951-657-4400	NA
<b>Arrowhead Mech dba Sheet Metal</b>	909-884-0174	N
<b>C.T. Georgiou Painting Company</b>	310-834-8015	U
<b>Caston Plastering &amp; Drywall, Inc.</b>	909-381-1619	U
<b>Challenger Sheet Metal, Inc.</b>	858-547-8040	N
<b>Crew Inc.</b>	310-608-6860	N
<b>Daart Engineering Company, Inc.</b>	909-888-8696	U
<b>Inland Bldg. Const. Companies, Inc.</b>	909-884-6276	U
<b>Inland Pacific Tile, Inc.</b>	909-890-4526	U
<b>JBH Structural Concrete</b>	951-566-5220	U
<b>JPI Development Group, Inc.</b>	951-973-7680	N
<b>Kretschmar &amp; Smith, Inc.</b>	951-361-1405	U
<b>Mission Pools, Inc.</b>	760-743-2605	N
<b>Montgomery Hardware Company</b>	909-204-4029	N
<b>Nature Tech Landscaping, Inc.</b>	951-684-8808	N
<b>Pacific Builders dba WSP Roofing</b>	702-739-6649	N
<b>Perfection Glass Company</b>	951-674-0240	U
<b>RVH Constructors, Inc.</b>	909-923-8220	N
<b>Shoring Engineers</b>	562-944-9331	U
<b>Tidwell Concrete Construction, Inc.</b>	760-342-8300	N
<b>Wide Flange Steel, Inc.</b>	909-574-4900	NA
<b>NC Phase III - Industrial/Technology</b>		
<b>Alcal/Arcade Contracting, Inc.</b>	951-231-6700	U
<b>Apex Plastering Co.</b>	626-448-0080	U
<b>Architectural Sign Identity, Inc.</b>	951-654-4350	N
<b>ASR Constructors, Inc.</b>	951-779-6580	U
<b>Blazing Industrial Steel, Inc.</b>	951-360-8340	U
<b>Budget Electrical Contractors, Inc.</b>	909-381-2646	N
<b>Caston Plastering &amp; Drywall, Inc.</b>	909-381-1619	U
<b>Couts Heating &amp; Cooling, Inc.</b>	951-278-5560	U
<b>D.F. Perez Construction, Inc.</b>	714-774-4778	N
<b>Daart Engineering Co., Inc.</b>	909-888-8696	U
<b>Dennis Reeves, Inc.</b>	909-392-9999	N
<b>Diversified Window Convergings, Inc.</b>	909-599-9353	N
<b>Donald M. Hoover Company</b>	909-355-0125	U
<b>FenceCorp</b>	951-965-2053	N
<b>HP Construction &amp; Management, Inc.</b>	951-788-5598	N
<b>IAC Engineering, Inc.</b>	909-981-2355	NA
<b>Inland Building Construction Companies, Inc.</b>	909-884-6276	U
<b>Inland Empire Architectural Specialties, Inc.</b>	951-781-0700	N
<b>Inland Pacific Tile, Inc.</b>	909-890-4526	U
<b>K&amp;Z Cabinet Co., Inc.</b>	909-947-3567	U
<b>Munson Plumbing, Inc.</b>	909-945-6904	NA

<b>Bid Analysis - Projects Bid Pre - PLA</b>		
<b>Project/Vendor (Bold Type = Contract Awarded)</b>	<b>Phone No.</b>	<b>(U) Union/(N) Non-Union/ (NA) Not Available</b>
<b>Pennsylvania Development Partners</b>	951-240-5683	N
<b>Perfection Glass, Inc.</b>	951-674-0240	U
<b>PK Mechanical Systems, Inc.</b>	951-245-5537	N
<b>Plyco Corp.</b>	951-727-8200	U
<b>Risher Sutherland, Inc. dba United Contractors</b>	909-388-7400	N
<b>Southcoast Acoustical Interiors, Inc.</b>	909-944-5112	NA
<b>Versa Landscape, Inc.</b>	951-684-6495	NA
<b>Western Rim Constructors, Inc.</b>	760-489-4328	N
<b>West-Helm Construction, Inc.</b>	909-590-5800	U
<b>NC Student Success Center</b>		
<b>A-1 Quality Blinds</b>	858-484-7275	N
<b>Brian Devries Construction, Inc. dba Devries Const.</b>	949-364-3816	N
<b>C.T. Georgiou Paining Co.</b>	310-834-8015	U
<b>Casco Equipment Corporation</b>	951-324-8500	N
<b>CD Construction</b>	951-677-9212	NA
<b>Chapman Coast Roof Co., Inc.</b>	714-738-6611	U
<b>Chuch &amp; Larsen, Inc.</b>	626-303-8741	U
<b>Coate &amp; Sons, Inc.</b>	951-509-1574	NA
<b>Dependable Fire Systems, Inc.</b>	909-822-2220	N
<b>Digital Network Group, Inc.</b>	949-428-6333	N
<b>Doja, Inc.</b>	909-628-1999	U
<b>Inland Empire Architectural Specialties, Inc.</b>	951-781-0700	N
<b>Inland Pacific Tile, Inc.</b>	909-890-4526	U
<b>JPI Development Group, Inc.</b>	951-973-7680	N
<b>K&amp;Z Cabinet Co., Inc.</b>	909-947-3567	U
<b>K.A.R. Construction, Inc.</b>	909-988-5054	U
<b>KCB Towers, Inc.</b>	909-862-0322	N
<b>KD Acoustics</b>	951-682-6123	U
<b>Kretschmar &amp; Smith, Inc.</b>	951-361-1405	U
<b>Mark Beamish Waterproofing, Inc.</b>	858-603-5516	U
<b>McCullough Plumbing, Inc.</b>	760-745-0975	N
<b>McKernan Construction &amp; Development</b>	909-307-1383	NA
<b>New Image Commercial Flooring, Inc.</b>	909-796-3400	U
<b>Perfection Glass, Inc.</b>	951-674-0240	U
<b>Petersen-Dean, Inc. dba Petersendean Roofing &amp; Solar Sys.</b>	951-736-9833	NA
<b>R.W. Smith &amp; Co.</b>	714-540-6633	N
<b>Refrigerated Air Mechanical Systems, Inc.</b>	714-720-9778	NA
<b>Robert's Construction</b>	951-737-3651	N
<b>Scrape Certified Welding, Inc.</b>	760-728-1308	N
<b>Siemens Building Technologies, Inc.</b>	714-761-2200	N
<b>T. Lindsay, Inc. dba Performance Electric</b>	760-961-2132	N
<b>Teserra</b>	760-398-9222	N
<b>Vector Resources, Inc.</b>	909-931-1022	N

Project/Vendor ( <b>Bold Type = Contract Awarded</b> )	Phone No.	(U) Union/(N) Non-Union/ (NA) Not Available
<b>RCC Nursing Science Building</b>		
ABC School Equipment	951-817-2200	U
Action Door Repair	323-583-1026	N
Advanced Equipment	714-635-5350	U
<b>Advanced Systems</b>	858-527-0500	N
<b>Alpha Mechanical, Heating and A/C, Inc.</b>	858-278-3500	N
Apple Valley Communications	760-247-2668	N
Architectural Sign Identity	951-654-4350	N
<b>Best Contracting Services, Inc.</b>	310-328-6969	U
<b>Budget Electrical Contractors, Inc.</b>	909-381-2646	N
<b>Columbia Steel, Inc.</b>	909-874-8840	N
<b>Communication Wiring Specialties, Inc.</b>	858-278-4545	N
<b>Continental Flooring, Inc.</b>	909-941-8305	U
<b>Crew, Inc.</b>	310-608-6860	N
D.L. Wilcox	562-693-2787	N
Diversified Window Coverings	909-599-9353	N
<b>Dow Diversified, Inc.</b>	949-650-9000	U
<b>Elljay Acoustics, Inc.</b>	714-961-1173	U
GLS Spray Services	858-668-3334	N
Hospital Systems	925-427-7800	U
<b>Inland Empire Architectural Specialties, Inc.</b>	951-781-0700	N
Insulcom Contractors, Inc.	760-233-2640	U
<b>Interpipe Contracting, Inc.</b>	619-596-7733	N
<b>JPI Development Group, Inc.</b>	951-973-7680	N
<b>K.A.R. Construction, Inc.</b>	909-988-5054	U
<b>Kretschmar &amp; Smith, Inc.</b>	951-361-1405	U
<b>Marina Landscape, Inc.</b>	714-939-6600	U
<b>McKenna General Engineering, Inc.</b>	951-736-7707	U
Otis Elevator	714-563-7132	U
<b>Pecoraro, Inc.</b>	619-236-1730	N
<b>Perfection Glass, Inc.</b>	951-674-0240	U
Precision Surfaces	951-680-9279	NA
Preferred Const. Specialties	714-528-4300	U
<b>Premier Tile &amp; Marble</b>	310-516-1712	U
Pugliese	949-837-9194	U
<b>Quip-Con, Inc.</b>	951-566-5220	U
Rayson Window Coverings	310-379-1196	NA
<b>Risher Sutherland dba United Contractors</b>	909-388-7400	N
<b>Roy E. Whitehead</b>	951-682-1490	U
<b>RVH Constructors, Inc.</b>	909-923-8220	N
Sedia Systems	312-212-8010	N
<b>Sierra Lathing Company, Inc.</b>	909-421-0211	U
Stanley Access, Inc.	909-628-9272	N
Troxell Communications	909-790-0296	N

Project/Vendor ( <b>Bold Type = Contract Awarded</b> )	Phone No.	(U) Union/(N) Non-Union/ (NA) Not Available
United Automatic Sprinklers	951-413-1700	U
Yardley Zaretsky	714-241-7700	N
Yamada Enterprises	800-444-4594	N
Zolnay Insulation	714-321-3107	U
<b>Bid Analysis - Projects Bid Post - PLA</b>		
<b>RCC Wheelock Seismic Retrofit</b>		
<b>Adams &amp; Smith, Inc.</b>	801-785-6900	U
<b>Applied Roof Engineering</b>	951-278-9164	N
<b>Daart Engineering Company, Inc.</b>	909-888-8696	U
<b>GDA, Inc.</b>	909-797-3168	N
<b>Inland Bldg. Const. Company, Inc.</b>	909-884-6276	U
<b>ISEC, Inc.</b>	714-761-5151	U
<b>Pro-Craft Plumbing Co., Inc.</b>	909-790-5222	N
<b>Tidwell Concrete Construction, Inc.</b>	760-342-8300	N
<b>Unison Electric</b>	714-375-5915	U
<b>Waterproofing Experts, Inc.</b>	818-592-6392	N
<b>West Tech Mechanical, Inc.</b>	909-635-1170	U
<b>MVC Learning Gateway Building - Lions Lot Replacement Parking Lot</b>		
ADLC	909-244-9646	NA
<b>DPS Electrical Contractors, Inc.</b>	951-735-8900	N
Elite Bobcat Services, Inc.	951-279-6869	U
Hardy and Harper	714-412-1335	U
Marina Landcaping	714-704-0434	U
Nu-Cal	951-333-9277	N
Precision Shotcrete Innovations	909-390-5330	U
<b>R.I.S. Electrical Contractors, Inc.</b>	951-315-9346	U
S+S Temporary Services	800-622-2244	N
<b>Shelton Construction Company, Inc.</b>	714-903-7853	U
Stripeline Co.	909-583-7362	U
<b>MVC Nursing Portables</b>		
<b>R. Jensen Company, Inc.</b>	951-479-5471	N
<b>MVC Dental Education Center</b>		
<b>Best Contracting Services, Inc.</b>	310-328-6969	U
<b>Dow Difersified</b>	949-650-9000	N
Enterprise Security, Inc.	714-630-9100	N
<b>FM &amp; Sons Construction, Inc.</b>	714-966-5278	N
Graebel Healthcare Division	800-373-7650	N
<b>Inland Building Construction Co., Inc.</b>	909-884-6276	U
<b>Jezowski and Markel Contracting</b>	714-978-2222	U
<b>Marina Landscape, Inc.</b>	714-939-6600	U
<b>Morrow-Meadows Corporation</b>	909-594-4161	N
<b>Paining &amp; Décor. LTD</b>	949-888-2565	N
<b>Plast-Tal Mfg. Co.</b>	562-945-0013	U
<b>Bid Analysis - Projects Bid Post - PLA</b>		

Project/Vendor ( <b>Bold Type = Contract Awarded</b> )	Phone No.	(U) Union/(N) Non-Union/ (NA) Not Available
<b>Pro-Craft Construction, Inc.</b>	909-790-5222	N
<b>Silver Creek</b>	951-943-5393	N
<b>Terra-Pave</b>	562-693-7283	N
<b>Whitehead Construction, inc.</b>	951-270-0054	NA
<b>Winegardner Masonry, Inc.</b>	909-795-9711	U
<b>NC Secondary Effects</b>		
<b>Comtech Infrastructure Solutions, Inc.</b>	909-390-2600	N
<b>PCN3, Inc.</b>	562-493-4124	N
<b>West Tech Mechanical</b>	909-635-1170	U
<b>Bid Analysis - Projects Bid Non- PLA</b>		
<b>RCCD Citrus Belt Savings &amp; Loan Gallery</b>		
<b>Arrowhead Mechanical</b>	909-889-2813	N
<b>Caston Plastering &amp; Drywall</b>	909-381-1619	U
<b>Columbia Steel, Inc.</b>	909-874-8840	N
<b>Continental Flooring</b>	909-941-8305	U
<b>Dalke &amp; Sons</b>	951-274-9880	N
<b>E&amp;R Glass Contractors</b>	909-624-6000	N
<b>J.M. Farnan Co., Inc.</b>	909-596-1593	U
<b>So. Cal West Cost Electricy</b>	951-849-4223	N
<b>U.S. Demolition</b>	714-695-9026	U



## Agenda Item (VIII-E-1)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Resources (VIII-E-1)
Subject	Change Order for Wheelock Gymnasium, Seismic Retrofit Project
College/District	Riverside
Funding	State Construction Act Funds and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Change Order No. 2 with Pro Craft Plumbing Company, Inc. in the amount totaling \$23,733.63 for the Wheelock Gymnasium, Seismic Retrofit project at the Riverside City College; approve the change order in excess of ten percent (10%) by a total of \$22,398.95 with Pro Craft Plumbing Company, Inc.

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### Background Narrative:

On April 28, 2009, the Board of Trustees approved multiple prime construction for the Wheelock Gymnasium, Seismic Retrofit project located at the Riverside City College. Also approved was an agreement with Tilden Coil Constructors, Inc. for construction management services for the project. On May 25, 2010, the Board of Trustees approved award of bids for eleven (11) scopes of work in the amount of \$13,469,446. On June 15, 2010, the Board of Trustees approved the last scope of work, Asbestos/Lead Abatement in the amount of \$107,000.

Staff now requests approval of Change Order No. 2 with Pro Craft Plumbing Company, Inc. in the total amount of \$23,733.63, totaling the Pro Craft Plumbing Company, Inc. contract to \$798,998.95, exceeding the allowable ten percent (10%) contingency by a total amount of \$22,398.95. A description of change order work is noted in the attached Change Order Summary. Included within Change Order No. 2 is a budget allowance in the amount of \$10,000 to fund additional changes that may arise, with funding only to be used on an as needed basis with prior approval from District staff.

Note: Correction to "Recommended Action" area; changed change order number to the number two (2). Also, corrected backup summary of change order to number two (2) and changed accountability on third change order description.

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Michael Stephens, Director, Construction

### Attachments:

[Change Order Summary - Wheelock Gymnasium, Seismic Retrofit 09-20-11](#)



Riverside Community College District  
Facilities Planning, Design and Construction  
Riverside Wheelock Gymnasium, Seismic Retrofit

CHANGE ORDER SUMMARY

Change Order: 2

Contractor: Pro Craft Plumbing Company, Inc.

<i>Contract Amount:</i>	\$	706,000.00
<i>Change Order No. 1 Amount:</i>	\$	69,265.32
<i>Change Order No. 2 Amount:</i>	\$	23,733.63
<i>Revised Contract Sum:</i>	\$	798,998.95
<hr/>		
<i>Original Contract Contingency:</i>	\$	70,600.00
<i>Remaining Contract Contingency:</i>	\$	-22,398.95

Change Order No. 2 Description:	
Added catch basin and revised piping. <i>Requested by:</i> Architect <i>Accountability:</i> Differing Field Conditions	\$1,109
Added trap primer in room number 330. <i>Requested by:</i> Architect <i>Accountability:</i> Errors & Omission	\$731
Revised waste piping layout in basement. <i>Requested by:</i> Architect <i>Accountability:</i> Changed due to lift station	\$6,047
Revised roof drain locations. <i>Requested by:</i> Architect <i>Accountability:</i> Differing Field Conditions	\$3,473
Added condensate pump. <i>Requested by:</i> Architect/Engineer <i>Accountability:</i> Differing Field Conditions	\$1,053.63
Added 4" waste stack at north tower. <i>Requested by:</i> Architect/Engineer <i>Accountability:</i> Errors & Omission	\$1,320
Additional change order allotment. <i>Requested by:</i> District <i>Accountability:</i> TBD	\$10,000



## Agenda Item (VIII-E-2)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Resources (VIII-E-2)
Subject	Change Orders for Nursing/Science Building Project
College/District	Riverside
Funding	State Construction Act Funds and Riverside City College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Change Order No. 5 and Change Order No. 6 with Roy E. Whitehead in the amount totaling \$406,335 for the Nursing/Science Building project at the Riverside City College; approve the change order in excess of ten percent (10%) by a total of \$1,245,324 with Roy E. Whitehead.

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### Background Narrative:

On January 27, 2009, the Board of Trustees approved the Nursing/Science Building project located at the Riverside City College to be delivered using Multiple Prime Contracting. The Board also entered into an agreement with Barnhart Inc., a Heery International Company, to provide construction management services for the project. On September 15, 2009 and November 17, 2009, the Board of Trustees approved the award of bids for Phase I and Phase II of the Nursing/Science Building project, totaling \$40,197,677.

On May 17, 2011, the Board of Trustees approved Change Order No. 4 with Roy E. Whitehead in the amount of \$846,659 for supplemental work not provided by Advanced Systems, construction Bid Package No. 14. The Board approved this change order in excess of the ten percent (10%) contingency by a total amount of \$838,659.

Staff now requests approval of Change Order No. 5 and 6 with Roy E. Whitehead in the combined amount of \$406,335, now totaling Roy E. Whitehead's contract to \$1,617,609, exceeding the allowable ten percent (10%) contingency by a total amount of \$1,245,324. A description of change order work is noted in the attached Change Order Summary. Roy E. Whitehead performed supplemental work for Bid Package No. 14 which was originally awarded to Advanced Systems, however to maintain the project schedule and avoid delay claims by Prime Trade Contractor's the District exercised its right to carry out the work in accordance with Article 2.2 of the Contract General Conditions. The District has notified Advanced Systems, as well as Advanced Systems surety, of the District's intent to exercise the Article in strict accordance with the notification provisions.

Advanced Systems has been issued deductive change orders to account for this effort in an amount of approximately \$1.2 million. The District expects to recover a significant portion of this and has contingency funds to utilize until recovery.

Prepared By: Cynthia Azari, President, Riverside City College  
Norm Godin, Vice President  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Michael Stephens, Director, Construction

### Attachments:

[Change Order Summary - Nursing Science Building 09-20-11](#)

Riverside Community College District  
Facilities Planning, Design and Construction  
Riverside Nursing/Science Building

CHANGE ORDER SUMMARY

Contractor: Roy E. Whitehead

<i>Contract Amount:</i>	\$ 389,000.00
<i>Change Order No. 1 Amount:</i>	\$ -50,150.00
<i>Change Order No. 2 Amount:</i>	\$ -5,465.00
<i>Change Order No. 3 Amount:</i>	\$ 31,230.00
<i>Change Order No. 4 Amount:</i>	\$ 846,659.00
<i>Change Order No. 5 Amount:</i>	\$ 215,123.00
<i>Change Order No. 6 Amount:</i>	\$ 191,212.00
<i>Revised Contract Sum:</i>	<u>\$ 1,617,609.00</u>
<i>Original Contract Contingency:</i>	\$ 38,900.00
<i>Remaining Contract Contingency:</i>	\$ -1,245,324.00

Change Order No 1 Description: Omitted power/data at lecture tables.	\$-50,150
Change Order No. 2 Description: Omitted teaching walls at college's request.	\$-5,465
Change Order No. 3 Description: Modified framing at metal panels, soffit revisions, Room 310 reconfiguration and wall framing revisions.	\$31,230
Change Order No. 4 Description: Labor/supplemental work for Bid Package No. 14.	\$846,659
Change Order No. 5 Description: Provide supplemental work for Construction Category No. 14, Advanced Systems from April 2, 2011 through April 20, 2011. A deductive change order to Advanced Systems will be executed to offset the value of this change. <i>Requested by:</i> Construction Manger <i>Accountability:</i> Prime Trade Contractor – Advanced Systems	\$215,123
Change Order No. 6 Description: Provide supplemental work for Construction Category No. 14. A deductive change order to Advanced Systems will be executed to offset the value of this change.	\$147,521

*Requested by:* Construction Manger

*Accountability:* Prime Trade Contractor – Advanced Systems

Provide additional supplemental work for Construction Category No. 14 not included in PCO-241. A deductive change order to Advanced Systems will be executed to offset the value of this change. \$30,155

*Requested by:* Construction Manger

*Accountability:* Prime Trade Contractor – Advanced Systems

Correct metal panel framing on Science Building due to imperfections in steel angels and framing. \$1,193

*Requested by:* Architect

*Accountability:* Prime Trade Contractor – Advanced Systems Error

Provide supplemental work for Bid Package No. 14 for Bulletin-25 work covered in Construction Category No. 14 Change Order No. 2. A deductive change order to Advanced Systems will be executed to offset the value of this change. \$6,829

*Requested by:* Construction Manger

*Accountability:* Prime Trade Contractor – Advanced Systems

Provide scaffolding to install exterior sheathing at metal panels that Construction Category No. 14 refused to provide per their contract. A deductive change order to Advanced Systems will be executed to offset the value of this change. \$5,514

*Requested by:* Construction Manger

*Accountability:* Prime Trade Contractor – Advanced Systems



## Agenda Item (VIII-E-3)

Meeting	9/20/2011 - Regular
Agenda Item	Committee - Resources (VIII-E-3)
Subject	Tentative Project Budget for Emergency Phone Repairs at Moreno Valley College
College/District	Moreno Valley
Funding	District Program Reserve - Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the tentative project budget in the amount of \$450,000 using Measure C allocated Program Reserve funds for the Emergency Phone Repairs project at the Moreno Valley College.

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### Background Narrative:

Riverside Community College District has emergency telephones located throughout the three colleges for emergency assistance or to serve as emergency assistance and as a deterrent to potential criminal activity. The original emergency telephones installed at the Moreno Valley College were completed in 2006.

Staff at the Moreno Valley College now requests the Board of Trustees approve a tentative project budget in the amount of \$450,000 for the Moreno Valley College (MVC) Emergency Phone Repairs project. The MVC Emergency Phone Repairs project would replace thirteen (13) inoperative emergency phones, including installation of new conduit for power and data, relocation of the current emergency phones and several ticket dispensers to areas compliant with Americans with Disabilities Act (ADA), and provide software/training for the MVC police department. This project will be bid and the construction schedule will include two phases. The first phase would start near Thanksgiving break (late November), and second phase would start during winter break (late December).

Prepared By: Tom Harris, Acting President, Moreno Valley College  
David Bobbitt, Interim Vice President, Business Services  
Orin Williams, Associate Vice Chancellor, Facilities Planning & Development  
Bart Doering, Director, Construction



## Agenda Item (XII-A)

Meeting 9/20/2011 - Regular

Agenda Item Business From Board Members (XII-A)

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

College/District District

Information Only

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### Background Narrative:

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

Prepared By: Chris Carlson, Chief of Staff



## Agenda Item (XIII-A)

Meeting 9/20/2011 - Regular  
Agenda Item Closed Session (XIII-A)  
Subject Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release  
College/District District  
Funding  
Recommended Action Recommended Action to be Determined

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### Background Narrative:

None

Prepared By: Greg Gray, Chancellor  
Heidi Wills, Executive Administrative Assistant, Office of Chancellor/Bot



## Agenda Item (XIII-B)

Meeting 9/20/2011 - Regular

Agenda Item Closed Session (XIII-B)

Subject Pursuant to Governmental Code Section 54956.9(a), conference with legal counsel - Existing Litigation - HP Construction vs. RCCD.

College/District District

Funding

Recommended Action Recommended Action to be Determined

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### Background Narrative:

None

Prepared By: Greg Gray, Chancellor  
Ruth Adams, General Counsel