

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
October 16, 2007 - 6:00 p.m. – Student Services 101, Moreno Valley Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

- I. Approval of Minutes - Regular Meeting of September 11, 2007  
Special Meeting of September 18, 2007  
Special Meetings of October 1 and 2, 2007

II. Chancellor’s Reports

A. Communications

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

**Information Only**

- B. College Closure – December 24-28, 2007  
- Recommend approving the winter break college closure.

**Recommended Action: Request for Approval**

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management – Professional Services Contract

(b) Contract Faculty (None)

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

(d) Special Assignments

(e) Child Development Center Hourly Employees

(f) Coordinator, Academic Year 2007-08

(g) Extra-Curricular Activities, Academic Year 2007-08

2. Salary Reclassification

3. Adjustment of Term of Appointment

4. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

5. Separation

b. Classified Personnel

1. Appointments

(a) Management/Supervisory

(b) Management/Supervisory – Categorically Funded

- (c) Classified/Confidential
  - (d) Classified/Confidential – Categorically Funded
  - (e) Short Term
  - (f) Temporary as Needed Student Workers
  - (g) Special Assignments
2. Temporary Increase in Workload for Permanent Part-time Categorically Funded Employee
  3. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
  4. Military Leave
  5. Separations
2. Purchase Order and Warrant Report -- All District Funds  
- Recommend approving the Purchase Order and Warrant Report issued by the Business Office.
  3. Budget Adjustments
    - a. Budget Adjustments (None)
    - b. Resolution(s) to Amend Budget
      1. Resolution to Amend Budget – Resolution No. 04-07/08 – 2007-2008 UCR Aurora Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
      2. Resolution to Amend Budget – Resolution No. 05-07/08 – 2007-2008 Child Development Careers Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget.

3. Resolution to Amend Budget – Resolution No. 06-07/08 – 2007-2008 Upward Bound Trio Riverside Program
  - Recommend adopting a resolution to add revenue and expenditures to the adopted budget.
4. Bid Awards
  - a. Award of Bid – Re-Roofing Projects, Riverside Campus
    - Recommend awarding a bid to Cabral Roofing for re-roofing projects on the Riverside Campus.
  - b. Noresco Utility Retrofit Improvement Project – Change Order Nos. 1 and 2
    - Recommend approving two change orders for the Utility Retrofit Improvement Project and authorizing signing of the Change Orders.
5. Out-of State Travel
  - Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
  - a. Contracts and Agreements Less than \$69,000 Report – All District Funds
    - Recommend ratifying the Contracts and Agreements that are less than \$69,000 that total \$237,226.
  - b. Agreement with the County of Riverside Economic Development Agency
    - Recommend ratifying the agreement to provide funding for the Community College Assistance Center which offers services to Workforce Investment Act eligible participants.
  - c. Subcontract with California Manufacturing Technology Consulting (CMTC)
    - Recommend approving the subcontract to continue to provide contract training for community businesses through the State of California Employment Training Panel.
  - d. Amendment to the Agreement with Regents of the University of California
    - Recommend ratifying the amendment to provide additional funding for the Copernicus Project and extend the term of the agreement to include the 2007-2008 year.

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

- 7. Other Items
  - a. Health Services Fee
    - Informational report on the increase in the Health Services fee.
    - Information Only**

B. Information (None)

VI. Board Committee Reports

A. Teaching and Learning (None)

B. Resources Committee

**Public Hearing – 2007-2008 Budget**

- 1. Approval of Agreement with Citizens Business Bank for Banking Services
  - Recommend approving an agreement with Citizens Business Bank to provide banking services for the District and Foundation.
- 2. 2007-2008 Budget – Public Hearing and Budget Adoption
  - Recommend adopting the 2007-2008 Budget for the Riverside Community College District, following a public hearing on this matter.

**Recommended Action: Request for Approval**

C. Planning Committee (None)

D. Governance Committee

- 1. Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies Regarding Equal Employment Opportunity and Commitment to Diversity – Second Reading
  - Recommend approving Policies 3420, 3430, 4630 and 7100.
  - Recommended Action: Request for Approval**
- 2. Community Colleges Initiative
  - Information report about Proposition 92.
  - Information Only**

- E. Board of Trustees Committee Meeting Minutes  
- Recommend receipt of minutes from the September 4, 2007 Board of Trustees Resources and Governance Committee meetings, and the September 5, 2007 Teaching and Learning and Planning Committee meetings.

**Information Only**

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

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

X. Business from Board Members

- A. District Counseling Services  
- Information report in response to Trustee Green’s questions concerning counseling services across the District.

**Information Only**

XI. Closed Session

- Pursuant to Government Code Section 54957(b)(1), Public employee, discipline/dismissal/release.

**Recommended Action: To be Determined**

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF SEPTEMBER 11, 2007

President Figueroa called the regular meeting of the Board of Trustees to order at 6:01 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. José Medina (arrived at 7:10 p.m.)  
Mr. Mark Takano  
Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buysse, Interim Chancellor  
Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Ms. Chani Beeman, Director, Diversity, Equity and Compliance  
Dr. Doug Beckstrom, President, Academic Senate, Moreno Valley Campus  
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus  
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College

Mr. Hank Rosenfeld, Director, Chief of College Safety and Police, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Figueroa led a moment of silence in recognition and memorial for those who were lost on September 11, 2001, and their families left behind.

MOMENT OF SILENCE FOR  
SEPTEMBER 11, 2001

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the minutes of the regular meeting of August 21, 2007 as amended. Motion carried. (5 ayes)

MINUTES OF THE REGULAR  
MEETING OF AUGUST 21, 2007

Mr. Naranjo presented the report about recent and future student activities.

STUDENT REPORT

CONSENT ITEMS

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

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 7)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$14,171,563 and District Warrant Claims totaling \$5,667,104; (Appendix No. 8)

Purchase Order and Warrant Report – All District Funds

Approve Amendment to Employment Contracts and Terminations as listed; (Appendix No. 9)

Annuities

Award a bid to HP Mechanical, in the amount of \$33,900, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Award of Bid – Information Technology Building Air Conditioning Project, Riverside Campus

Award a bid for the Arroyo Baseball Building Roofing Project to Best Roofing, in the amount of \$87,878, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Award of Bid – Arroyo Baseball Building Roofing Project, Riverside Campus

Grant out-of-state travel as listed; (Appendix No. 10)

Out-of-State Travel

Approve the agreement, from August 9, 2007 to June 30, 2008, at a cost not to exceed \$5,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Norman A Traub Associates

Approve the agreement, from August 1, 2007 to June 30, 2008, for a cost of \$225 per hour for Partners and Senior Associates, \$200 per hour for Associates and \$115 per hour for paralegals and legal assistants, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Atkinson, Andelson, Loya, Ruud & Romo



Approve the agreement, from September 12, 2007 to January 31, 2008, at a cost not to exceed \$3,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Benefit Communications Services

Approve the agreement, from October 1, 2007 to September 30, 2010, for an amount not to exceed \$69,074, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Market-Based Solutions

Approve the agreement, from September 12, 2007 to September 11, 2009, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with The Community College Foundation

Approve the agreement, from September 15, 2007 to June 30, 2008, at a cost not to exceed \$7,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Dr. John Jang

Ratify the agreement, from July 1, 2007 to June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Los Angeles Community College District

Approve the agreement, for September 24, 2007, for an amount not to exceed \$2,500, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, and authorize the Associate Vice Chancellor, Occupational Education, to sign the individual banquet event order;

Agreement with San Bernardino Hilton

Approve the agreement, for September 28, 2007, for an amount not to exceed \$2,500, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, and authorize the Associate Vice Chancellor, Occupational Education, to sign the individual banquet event order;

Agreement with Riverside Marriott

Approve the agreements, from September 12, 2007 to June 30, 2008, for amounts not to exceed \$12,500 each, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements with San Bernardino County Workforce Development Department and Riverside County Economic Development Agency

Approve the agreement for five workshop dates: September 19, 2007, October 17, 2007, November 14, 2007, December 5, 2007, and January 23, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Riverside City and County Public Library

Approve the agreements, from September 12, 2007 to January 31, 2008, for amounts not to exceed \$750, \$1,500, \$450, \$750, \$750, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Foster and Kinship Care Education Program Workshops

Approve the agreement, from September 12, 2007 to December 31, 2007, for \$5,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Astro (Asia) Network

Ratify the agreement, from June 1, 2007 to December 31, 2007, for an amount not to exceed \$9,317, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Consultant Agreement with Los Rios Community College District

Approve the agreement, from September 12, 2007 to December 31, 2007, for up to \$8,180.38, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with U.S. Department of Commerce, International Trade Administration

Ratify the agreements, from August 3-31, 2007, and September 10-30, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Harassment Prevention Training Classes

Ratify the agreement, from August 22-31, 2007, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Timberland

Approve the agreement, for November 15, 2007, for \$2,390, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Moreno Valley Conference and Recreation Center

Approve the agreements, from October 18-25, 2007, for amounts not to exceed \$2,500 and \$1,500, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for the RCC Marching Band 2007 Fall Field Show

Approve/ratify the agreements, from January 21-February 17, 2008, August 18-September 23, 2007, and September 24-November 18, 2007, for \$6,200, \$1,000, and \$2,200, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for Performance Riverside Productions

Approve the agreement, from October 1, 2007 to April 30, 2008, for an amount not to exceed \$4,200, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Sarah Stevenson

Ratify the agreement, from January 1, 2006 to December 31, 2007, for an amount of \$5,000, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Sub-Award Agreement with the Regents of the University of California

Ratify the amendment to the agreement, from July 1, 2007 to June 30, 2009, for \$621, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment;

First Amendment to the Agreement with County of Riverside Community Health Agency

Ratify the agreements, from July 1, 2007 to June 30, 2008, for amounts of \$40,119, \$1,600, and \$2,290, respectively, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreements;

Agreements for the Library and Resource Centers

Approve the agreement, from September 19, 2007 to September 18, 2009, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Affiliation Agreement with Mission Family Medical Group

Approve the agreement, from September 19, 2007 to September 19, 2008, for an amount not to exceed \$6,118, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Regina Pulley

Approve the agreement, from August 27-September 30, 2007, for \$4,800, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Ray Birge and Associates

Approve the contract, from October 1, 2007 to December 29, 2008, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the contract;

Contract with the Chancellor of the California Community Colleges – Chancellor’s Office Tax Offset Program (COTOP)

Declare the property listed to be surplus; find that the property does not exceed to total value of \$5,000, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 11)

Surplus Property

Adopt the resolution, which establishes the 2007-2008 Gann Limit for the District at \$138,270,072.

Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 3-07/08

Motion carried. (4 ayes, 1 absent [Medina])

#### Information

The Board received the information for the period ending June 30, 2007.

CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2007

In accordance with Board Policy 1042, the Chancellor has accepted the resignation of Mr. Michael Schramm, Maintenance Helper, September 5, 2007, for personal reasons.

Separation

BOARD COMMITTEE REPORTS

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees amend the agenda to consider item VI-C-1 next because of the community leaders present. Motion carried. (4 ayes, 1 absent [Medina])

AMEND THE AGENDA

Planning Committee

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees, approve the expenditure of \$5 million from Measure C funds and the development of a joint use agreement relative to the proposed Aquatics Center, to be located on the campus of Riverside City College, contingent on approval by the identified partners, (i.e., the City of Riverside, the County of Riverside and private contributors). Motion carried. (4 ayes, 1 absent [Medina])

Riverside Aquatics Center at  
Riverside City College

Teaching and Learning

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement, from September 12, 2007 to June 30, 2008, for an amount not to exceed \$89,985, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Service Agreement with Full  
Capacity Marketing, Incorporated

Ms. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement, from October 1, 2007 to June 30, 2012, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Agreement with Riverside County  
Training Officer's Association

## Resources

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees rescind the September 4, 2007 availability date for public inspection of the 2007-2008 Budget and September 11, 2007 date for the Public Hearing and Adoption of the 2007-2008 Budget; announce that the proposed 2007-2008 Budget will be available for public inspection beginning October 9, 2007, at the Office of the Interim Vice Chancellor, Administration and Finance; and the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 16, 2007, to be followed by the adoption of the 2007-2008 Budget. Motion carried. (4 ayes, 1 absent [Medina])

Rescission of Approved Dates for the 2007-2008 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees, approve entering into an agreement with Wells Fargo Bank to provide ATM Services to Riverside, Moreno Valley, and Norco campuses from October 1, 2007 to September 30, 2012, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Approval of Agreement to Provide ATM Services to Riverside, Moreno Valley, and Norco Campuses

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the agreement with Information Technology Solutions, LLC, to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings and approve the expenditure of Board approved project funds in an amount not to exceed \$155,000, from September 12, 2007 to June 1, 2009, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement with additional compensation. Motion carried. (4 ayes, 1 absent [Medina])

Phase III-Norco/Industrial Technology Project – Information Technology Design Services Agreement

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees, approve the agreement with WCS/Ca, Inc., to provide Labor Compliance oversight and conduct the required Labor Compliance Program for the project, approve the agreement with Patricia A Guerra to provide on-site support for labor compliance monitoring, including record keeping, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the project, and approve the expenditure of approved project funds, in an amount not to exceed \$66,280 (WCS/Ca, Inc.) - \$5,000 (Patricia A. Guerra), and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Motion carried. (4 ayes, 1 absent [Medina])

Phase III-Norco/Industrial  
Technology Project – Labor  
Compliance Service Agreements

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the agreement with ProWest Constructors to provide Multiple Prime Construction Management for bid preparation, bidding, construction, and building commissioning for the Phase III-Norco/Industrial Technology Project, and approve the expenditure of project funds in an amount not to exceed \$3,018,445, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Motion carried. (4 ayes, 1 absent [Medina])

Phase III-Norco/Industrial  
Technology Project – Multiple  
Prime Construction Management  
Agreement – ProWest  
Constructors

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the amendment to the agreement with GKK Works to provide additional services for the development of design and specifications of site directory and special signage, engineering and design services for audio-visual and information technology systems, and design services for the development of safety and

Nursing/Sciences Building Project  
– Amendment to Design Services  
Agreement

security systems, and approve the expenditure of the Board approved project funds, in an amount not to exceed \$389,952, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement, with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Motion carried. (4 ayes, 1 absent [Medina])

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the sublease agreement with the County of Riverside Economic Development Agency, from July 1, 2007 to June 30, 2008, in the amount of \$125,598.34, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Sublease Agreement with the County of Riverside Economic Development Agency for the Culinary Academy

#### Governance

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Policies 3420, 3430, 4630, and 7100. Motion carried. (4 ayes, 1 absent [Medina])

Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies Regarding Equal Employment Opportunity and Committee to Diversity – First Reading

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees delegate authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to Public Contract Code Section 20650, which currently sets the threshold of authorization at \$69,000; to approve overload assignments; part-time faculty assignments; requests for changes in personal annuity contributions; requests for reduced loads and temporary workloads; volunteers; professional experts; Community Education presenters; professional growth achievement steps and sabbaticals. Motion carried. (5 ayes)

Board of Trustees Agendas – Enhancing Policy Making

The Board received for information the minutes from the August 14, 2007 Board of Trustees Teaching and Learning and Resources Committee Meetings.

Board of Trustees Committee Meeting Minutes



Dr. Doug Beckstrom, Academic Senate President for the Moreno Valley Campus, Dr. Sharon Crasnow, Academic Senate President for the Norco Campus, and Dr. Richard Mahon, President of the District and Riverside City College Academic Senates, announced the first Academic Senate meeting dates for each campus and the District will be taking place later in September 2007.

ACADEMIC SENATE REPORTS

Ms. Green requested that the next Teaching and Learning Board Committee meeting agenda include items for the schedule of classes and counseling.

Request by Board Members

Ms. Figueroa asked that the Board members receive the Homecoming schedule of events.

The Board adjourned to closed session at 7:28 p.m., pursuant to Education Code Section 72122, consideration of action in student matter, Complaint #1535367659, pursuant to Government Code Section 54957.6, to confer with District labor negotiator, regarding unrepresented employee: Interim Chancellor; and, pursuant to Government Code Section 54957, public employee, discipline/dismissal/release, recommended action: to be determined.

CLOSED SESSION

The Board reconvened to open session at 8:00 p.m. to hear the student's appeal and the administration's standing with the investigative findings. The Board adjourned at 8:15 p.m. to closed session to deliberate.

RECONVENED TO OPEN SESSION  
AND ADJOURNED TO CLOSED  
SESSION

The Board reconvened to open session at 8:30 p.m., announcing that, by consensus, the Board upheld the administration's determination.

RECONVENED TO OPEN SESSION

The Board adjourned to continue closed session at 8:31 p.m.

ADJOURNED TO CLOSED SESSION

The Board reconvened to open session, with no further action reported, and adjourned the meeting at 10:30 p.m.

RECONVENED/ADJOURNED

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF SEPTEMBER 18, 2007

President Figueroa called the special meeting of the CALL TO ORDER Board of Trustees to order at 6:05 p.m., in Board Room AD122, O.W. Administration Building, Riverside City College.

Trustees Present:

Ms. Virginia Blumenthal  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. José Medina  
Mr. Mark Takano  
Mr. Carlos Naranjo, Jr., Student Trustee

Staff Present:

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Dr. Melissa Kane, Vice Chancellor, Human Resources  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College  
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus  
Ms. Ann Pfeifle, Representative, Academic Senate, Moreno Valley Campus

Mr. Gustavo Segura, President, RCC California School Employees Association., led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Board discussion took place regarding the search process for a new Chancellor, inclusive of a letter from RCC California Teacher's Association. Staff was directed to invite all four identified search firms: Al Fernandez, The Pauly Group, Inc., Academic Search, Inc., and the Association of Community College Trustees for interviews, and to identify two dates for special Board meetings to interview these firms, two each evening. SEARCH FIRMS AND PROCESS FOR SELECTION OF THE NEW CHANCELLOR

The Board adjourned the meeting at 8:22 p.m. ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETINGS OF OCTOBER 1 AND 2, 2007

President Figueroa called the special meeting of the Board of Trustees to order at 6:04 p.m., in Board Room AD122, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. José Medina  
Mr. Mark Takano  
Mr. Carlos R. Naranjo, Jr., Student Trustee

Staff Present

Dr. James L. Buisse, Interim Chancellor  
Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus  
Dr. Richard Mahon, President, Academic Senate, District and Riverside City College

Guests Present

Ms. Elena Andrews, Steinberg Architects  
Mr. Jim Favaro, MDA Johnson Favaro Architects, Inc.  
Mr. Steve Johnson, MDA Johnson Favaro Architects, Inc.  
Mr. Drew Jung, Maas Companies, Inc.  
Mr. Brian Leonard, SGP Architects  
Mr. Mike Maas, Maas Companies, Inc.  
Dr. Chuck McIntyre, Consultant  
Mr. Sal Rinella, MDA Johnson Favaro Architects, Inc.  
Mr. Dan Rosenberg, Maas Companies, Inc.  
Ms. Jennifer Stripe, MDA Johnson Favaro Architects, Inc.

Trustee Jan Green led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Dr. Buysse reviewed the agenda and expected outcomes.

REVIEW OF AGENDA AND  
EXPECTED OUTCOMES

Mr. Mike Webster, Facility and Planning Consultant, presented an overview of the planning process that has taken place over the past year.

CAMPUS STRATEGIC PLANNING  
UPDATES

Dr. Davis presented an overview of the Norco Campus strategic planning process. Architect Sal Rinella presented the guiding principles, strategic research, campus strengths, student research findings, statistics about the region, goals and objectives, space implications, noting that additional access is critical for growth and that the campus is working on this with the City of Norco.

Norco Campus

Dr. Hendrick presented an overview of the Moreno Valley Campus strategic planning process. Architect Dan Rosenberg discussed the master planning process, honing in on the campus service area, noting the fastest growing occupations, the most important issues, strengths and weaknesses, space needs forecast, and closing with a project timeline.

Moreno Valley Campus

The Board recessed at 7:45 p.m., and reconvened at 7:58 p.m.

RECESSED/RECONVENED

Dr. Lacy presented an overview of the Riverside City College strategic planning process. Architect Elena Andrews discussed the history of the college, continuing into the plan for the future, and Architect Dan Rosenberg discussed the master planning process.

Riverside City College

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees amend the agenda to address accreditation next. Motion carried. (5 ayes)

AMEND AGENDA

Ms. Blumenthal, seconded by Mr. Takano, moved that Dr. Buysse has the authority to bring Dr. Rotella back to the District for the accreditation process. Motion carried. (3 ayes, 2 nos [Green, Medina])

ACCREDITATION  
AGENDA/PLAN/PROGRAM

Ms. Sylvia Thomas, Associate Vice Chancellor, Instruction, reviewed the Accreditation Schedule for the Team's visit to the District October 8-12, 2007.

Ms. Amy Cardullo, Director, RCCD Foundation, and Ms. Linda Reifschneider, Public Affairs Officer, explained that forums have taken place for area industry CEO's to bring them together to begin to develop long-term relationships.

INDUSTRY FORUMS

Mr. Medina made a comment about freedom of speech.

COMMENT FROM THE  
PUBLIC/BOARD OF TRUSTEES

The Board adjourned the meeting at 9:55 p.m. to reconvene at 6:00 p.m. on Tuesday, October 2, 2007, in Board Room AD122, Riverside City College.

ADJOURNMENT

The Board reconvened the meeting at 6:04 p.m., on Tuesday, October 2, 2007.

RECONVENEMENT

Dr. Cordell Briggs, Interim Dean, Public Safety, Education and Training, led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Dr. Chuck McIntyre reviewed the major findings from the external and internal scans that have been conducted, as well as the scenarios, simulations and planning for the District.

ENVIRONMENTAL SCANS

The Board recessed at 7:45 p.m., and reconvened at 7:55 p.m.

RECESSED/RECONVENED

Dr. Buysse presented an overview of the District strategic planning process, and proposed the development of a plan and process for a 2008-2016 District Centennial Plan.

DISTRICT STRATEGIC PLAN

Dr. Carolyn Quin, Dean, Riverside School for the Arts, announced that Friday, October 5, 2007, is California Arts Day.

COMMENTS FROM THE PUBLIC

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

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-B

Date: October 16, 2007

Subject: College Closure – December 24, 2007 – December 28, 2007

Background: In the past the Board of Trustees had approved the college closure during the winter break. The proposed days for college closure have been discussed with the representatives of the California School Employees Association (CSEA) and confidential employees. For December 2007 the following days are recommended for closure:

December 24

December 25 (legal holiday)

December 26 (designated as Admission Day – a contractual holiday)

December 27

December 28

The District will provide two days, December 27 and 28; and the staff will use one day of vacation, December 24. Individual offices can modify these days as needed. Any employee required to work on December 27 or 28 shall gain credit for alternative time off at the rate of time and one-half. This time is to be used by June 30, 2008.

College closure should be considered on an annual basis. This closure would be a one-time occurrence. Since there are no classes in session during this time, the District would benefit from utilities savings.

Recommended Action: It is recommended that the Board of Trustees approve the college closure from December 24 - 28, 2007.

James L. Buysse  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: October 16, 2007

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved:

- a. Management – Professional Services Contract  
Section 50321 (c) (7) of the California Code of Regulations Title 5 allows the District to engage an administrator through a professional services contract.

NORCO CAMPUS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>
Don Low	Interim Dean, Student Services	10/29/07-06/30/08	\$128,986/Annual Contract (prorated)

- b. Contract Faculty  
(none)

- c. Long-Term, Temporary Faculty  
(none)

- d. Special Assignments  
Payment as indicated to the individuals specified on the attached list.

- e. Child Development Center Hourly Employees  
Fall Semester 2007

<u>Name</u>	<u>Position</u>	<u>Campus</u>
Maria Cueva	Pre-school Associate Teacher, Hourly	Riverside

- f. Coordinator, Academic Year 2007-08  
Revision to list submitted/approved by the Board of Trustees on June 19, 2007:

<u>Name</u>	<u>Activity</u>	<u>Campus</u>
Sheryl Tschetter	Assessment (Fall – 25%; Spring 50%)	Norco

- g. Extra-Curricular Activities, Academic Year 2007-08

<u>Name</u>	<u>Activity</u>	<u>Campus</u>
Sofia Carreras	Director of Dance	Riverside

Subject: Academic Personnel

2. Salary Reclassification

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

It is recommended the Board of Trustees grant salary reclassification to the following faculty member effective November 1, 2007:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Tammy DiBenedetto	G	H

3. Adjustment of Term of Appointment

At their meeting of September 11, 2007, the Board of Trustees approved the appointments of the managers listed below. As the term of appointment was incorrectly listed as ending on June 30, 2007, it is recommended the Board of Trustees accept the revised appointments listed below:

<u>Name</u>	<u>Position</u>	<u>Term of Appointment</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
Patricia Bufalino	Dean of Instruction	09/12/07–06/30/08	19.1
RIVERSIDE CITY COLLEGE			
Edward Bush	Vice President, Student Services	10/15/07–06/30/08	19.7

4. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

It is recommended the Board of Trustees approve/ratify a request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act, a maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for Bobbie Grey, Chemistry Instructor, effective October 1, 2007.

5. Separation

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

It is recommended the Board of Trustees receive, for information only, the resignation of the individuals listed below:

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Christine Sandoval	Associate Professor, English	12/22/07	Personal



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: October 16, 2007

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Elizabeth Hilton	Assistant Director, Student Financial Services	10/17/07	15.0	Promotion

MORENO VALLEY CAMPUS  
(None)

NORCO CAMPUS  
(None)

RIVERSIDE CITY COLLEGE  
(None)

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS				
Phyllis Scott	Title V Grant Coordinator (Benefits/Salary prorated @ 50%)	10/22/07	12.5	Appointment

RIVERSIDE CITY COLLEGE				
Alejandro Torres	Director, Upward Bound Program	10/17/07	14.0	Appointment

Report No.: V-A-1-b

Date: October 16, 2007

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Angela Creighton	Student Financial Services Support Specialist	10/17/07	16-1	Appointment
Rebecca Crippin	Grants Writer	11/05/07	28-1	Appointment
*Paula Farish	Student Financial Services Analyst	11/05/07	20-5	Promotion
*James Seals	Instructional Support Specialist	10/17/07	17-2	Promotion
Antoinette Van Buhler	Instructional Support Coordinator	01/01/08	22-5	Promotion

MORENO VALLEY CAMPUS

*Dorothy Levy	Student Financial Services Analyst	11/05/07	20-1	Appointment
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NORCO CAMPUS

(None)

RIVERSIDE CITY COLLEGE

(None)

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
(None)				
MORENO VALLEY CAMPUS				
(None)				
NORCO CAMPUS				
*Gabriela Ramirez	Secretary I (Title V)	10/17/07	14-1	Appointment
RIVERSIDE CITY COLLEGE				
Tara McCarthy	Educational Advisor	10/17/07	18-2	Promotion

Report No.: V-A-1-b

Date: October 16, 2007

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term

Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.

f. Temporary as Needed Student Workers

Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.

g. Special Assignments

Payment to be approved for the following individuals in the amount indicated for their participation in a special assignment:

Guest Artist – Off-Broadway Production of “*Urinetown*” (10/17/07 – 10/28/07)  
Jennifer Lawson – Total amount not to exceed \$1,500

2. Temporary Increase in Workload for Permanent Part-time Categorically Funded Employee

It is recommended the Board of Trustees approve a temporary increase in workload for permanent part-time, categorically funded employee, Deborah Slayton, Procurement Specialist, from 60% to 100%, benefits included, retroactive to September 10, 2007 until further notice. This increase has the approval of the Dean, Technology and Economic Development.

3. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act.

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

<u>Name</u>	<u>Title</u>	<u>Effective</u>
Melissa Griffith	Purchasing Specialist	October 2, 2007

Report No.: V-A-1-b

Date: October 16, 2007

Subject: Classified Personnel

4. Military Leave

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 the request for military reserve duty for Mr. Anthony Puzzuto, Warehouse Supervisor, for the period of August 16-21, 2007 (a total of 4 working days). Mr. Puzzuto meets the college service requirement.

5. Separations

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

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

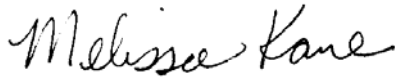
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Susanne Adams	Director, Procurement Assistance Center	September 14, 2007	Personal
Stephanie Arciniega	Secretary III	October 8, 2007	Personal
Evelyn Ault	Secretary II	October 10, 2007	Personal
Susan Dyer	Instructional Support Specialist	September 14, 2007	Personal
Roy Feliciano	Accounts Payable Specialist	September 14, 2007	Career Advancement
Sandra Martinez	Food Service Worker III	August 31, 2007	Personal

Report No.: V-A-1-b

Date: October 16, 2007

Subject: Classified Personnel

Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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James L. Buysse  
Interim Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Linda Lacy  
Interim President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs




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Brenda Davis  
President, Norco Campus



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Aaron Brown  
Interim Vice Chancellor, Administration  
and Finance



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Irv Hendrick  
Interim President, Moreno Valley Campus



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Debbie DiThomas  
Interim Vice Chancellor, Student Services/Operations

Serving on screening/interviewing Committee (Summer 2007)

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

Fabian Biancardi – Total of 2.5 hours

Joan Gibbons-Anderson – Total of 13 hours

Joe Anguiano – Total of 11.5 hours

Richard Mahon – Total of 3 hours

Heather Smith – Total of 9 hours

Teacher Preparation Title V Grant (Fall 2007)

Faculty will meet with SI leader once a week to discuss any issues related to course content and progress with SI students. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Ward Schinke – Total amount to be paid not to exceed \$564.10

Ernesto Reyes – Total amount to be paid not to exceed \$564.10

Rakel Engles – Total amount to be paid not to exceed \$564.10

Curriculum and CurricUNET (Fall 2007)

Setup, training implementation of the CurricUNET software program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Paul Herzig – Total amount to be paid not to exceed \$1241.31

Off-Broadway production of “Urinetown” (Fall 2007)

Lighting Designer.

Mark Haines – Paid as lump sum upon completion in the amount of \$2000.00

Off-Broadway production of “Urinetown” (Fall 2007)

Percussionist.

Steven Schmidt – Paid as lump sum upon completion in the amount of \$900.00

Completion of Program Review (Fall 2007)

Completion of Humanities Program Review.

Bonnie Pavlis – Paid as lump sum upon completion in the amount of \$750.00

Chris Rocco – Paid as lump sum upon completion in the amount of \$375.00

Update Course Outline of Record (Fall 2007)

For CMI 71.

Jennifer de la Cruz – Paid as lump sum upon completion in the amount of \$100.00

Completion of Program Review (Fall 2007)

Completion of Photography Program Review.

Nancy Gall – Paid as lump sum upon completion in the amount of \$1500.00

Stipend for use of online materials (Fall 2007)

Robert Prior – Paid as lump sum upon completion in the amount of \$600.00

Tammy DiBenedetto – Paid as lump sum upon completion in the amount of \$200.00

Karin Skiba – Paid as lump sum upon completion in the amount of \$100.00

Riverside English Articulation Project (REAP) (Fall 2007)

To begin initial work on the REAP website. K-16 communication pipeline. The work to be completed includes presentation to eight high schools in AUSD, RUSD, & JUSD, four public and private universities; proofing the website, finding and collecting additional resources & monitoring/responding to inquires.

Christine Sandoval – Paid as lump sum upon completion in the amount of \$2200.00

Teacher Preparation Title V Grant (Fall 2007)

CBEST reading comprehension workshop presenter. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Anna Christian – Total amount to be paid not to exceed \$431.76

Child Development Training Consortium Clerk (Fall 2007)

Provide budgetary assistance to Coordinator of Child Development Training Consortium. Maintain budget, submit requisitions, and prepare financial reports.

Lynne Vazquez – Paid as lump sum upon completion in the amount of \$315.00

Child Development Training Consortium Clerk (Winter 2008)

Provide budgetary assistance to Coordinator of Child Development Training Consortium. Maintain budget, submit requisitions, and prepare financial reports.

Lynne Vazquez – Paid as lump sum upon completion in the amount of \$315.00

Kinetic Conversations Choreography (Fall 2007)

Choreographic work created for faculty dance concert.

Kirsten Johansen – Paid as lump sum upon completion in the amount of \$525.00

Summer LeSueur – Paid as lump sum upon completion in the amount of \$525.00

Jeanna Shelton – Paid as lump sum upon completion in the amount of \$525.00

Jennifer Waggoner – Paid as lump sum upon completion in the amount of \$525.00

Joseph Waldron – Paid as lump sum upon completion in the amount of \$525.00

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Rene Broersma	Clerical Substitute	12/07/07-03/10/08	16-1
Raquel Delgado	Clerical Substitute	08/01/07-11/01/07	13-1
Lorraine Grippin	Clerical Substitute	08/31/07-12/31/07	13-1
Dana Tate	Clerical Substitute	12/10/07-03/10/08	16-1
Vidal Vargas	Clerical Substitute	08/01/07-08/30/07	14-1
Alex Guaracha	Maintenance Mechanic Substitute	08/31/07-06/30/08	20-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Luis Aaron DelToro	Communication Assistant	09/01/07-06/30/08	\$7.75/hour
Eric Hernandez	Dispatch Clerk	09/10/07-06/30/08	\$8.00/hour
Michael Brown	Instructional Aide I	10/01/07-06/30/08	\$7.50/hour
Jack Sellers	Instructional Aide I	07/01/07-06/08/08	\$7.50/hour
Daniel Lambros	Instructional Aide III	07/01/07-06/30/08	\$8.75/hour
Michael McMurray	Instructional Aide III	09/01/07-04/30/08	\$8.75/hour
Hyunseok Jo	International Trade Assistant	07/01/07-08/31/07	\$11.38/hour
Daniel Hetzel	Interpreter III	08/31/07-08/31/07	\$27.00/hour
Lonnie Hale	Lab Aide I	08/30/07-06/30/08	\$7.50/hour
Alex Guaracha	Maintenance Assistant	08/31/07-06/30/08	\$16.00/hour
Maria Hernandez	Matriculation Assistant III	08/10/07-06/30/08	\$10.00/hour
Erin Serrato	Matriculation Assistant III	07/01/07-06/30/08	\$10.00/hour
Andrea Felix	Office Assistant I	09/26/07-06/30/08	\$9.00/hour
Luis Gutierrez	Office Assistant I	09/17/07-06/30/08	\$9.00/hour
Ronald Martinez	Office Assistant I	09/19/07-06/30/08	\$9.00/hour
Liem Vinh Nguyen	Office Assistant I	07/01/07-06/30/08	\$9.00/hour
Emma Pena	Office Assistant I	09/04/07-06/04/08	\$9.00/hour
Armando Perez	Office Assistant I	09/01/07-06/30/08	\$9.00/hour
Cassandra Reise	Office Assistant I	07/01/07-06/30/08	\$9.00/hour



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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Joshua Tordai	Office Assistant I	07/01/07-06/30/08	\$9.00/hour
Judith Alvord	Office Assistant II	09/12/07-06/30/08	\$10.50/hour
Brianna Barrett	Office Assistant II	08/30/07-06/30/08	\$10.50/hour
Miriam Beas	Office Assistant II	09/12/07-06/30/08	\$10.50/hour
Daniel Landin	Office Assistant II	09/01/07-11/30/07	\$10.50/hour
Remigio Pech Torres	Office Assistant II	09/10/07-06/30/08	\$10.50/hour
Cecelia Vega	Office Assistant II	08/15/07-06/30/08	\$10.50/hour
Vanessa Acosta	Office Assistant III	08/10/07-06/30/08	\$12.50/hour
Abigail Papa	Office Assistant III	08/10/07-06/30/08	\$12.50/hour
Heidi Velarde	Office Assistant III	09/18/07-06/30/08	\$12.50/hour
Rosario Quinones-Franco	Office Assistant IV	09/15/07-06/30/08	\$14.00/hour
Mary Smith	Office Assistant IV	09/04/07-06/30/08	\$14.00/hour
Ruth Vaughn	Office Assistant IV	09/01/07-11/30/07	\$14.00/hour
Alejandra Arteaga	Stage Technician	08/01/07-06/30/08	\$8.50/hour
Alexander Bratton	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Casie Cowles	Supplemental Instructional Leader	08/01/07-06/30/08	\$12.00/hour
Adriana Curiel	Supplemental Instructional Leader	10/01/07-06/30/08	\$12.00/hour
An Do	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Salvador Gonzalez	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Gabin Kim	Supplemental Instructional Leader	10/01/07-06/12/08	\$12.00/hour
Dana Johnson	Supplemental Instructional Leader	10/01/07-06/12/08	\$12.00/hour
Amy Loy	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Joseph Manson	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Thuy Giang Nguyen	Supplemental Instructional Leader	09/01/07-06/12/08	\$12.00/hour
Cassandra Reise	Supplemental Instructional Leader	07/01/07-06/30/08	\$12.00/hour
Stephanie Whelan	Supplemental Instructional Leader	08/01/07-06/30/08	\$12.00/hour
Michael Piaseczny	Role Player	10/01/07-06/30/08	\$7.50/hour
Marcus Offutt	Student Activities Advisor	09/27/07-06/30/08	\$13.45/hour
John Nowak	Theater Carpenter	09/26/07-06/30/08	\$10.65/hour
Adam Bicksler	Theater Production Technician	09/01/07-06/30/08	\$9.25/hour
Ryan Grimes	Tutor III	09/10/07-06/30/08	\$9.00/hour

DISTRICT FUNDS

NAME	POSITION	DEPARTMENT	DATE	STUDENT SCHEDULE
Abdul Azis, Siti	Student Worker	Tutorial Services - RIV	09/10/07	19-4
Aguirre, Jose	Student Worker	Performing Arts / Jazz - RIV	09/19/07	19-4
Albrecht, Anthony	Student Worker	Instructional Media Center - NOR	09/04/07	19-4
Almeida, Camilo	Student Worker	Early Childhood Studies - RIV	09/12/07	19-4
Arhin, Ama	Student Worker	Early Childhood Studies - RIV	09/27/07	19-4
Bolton, Tiffany	Student Worker	Tutorial Services - NOR	09/25/07	19-4
Botts, Michael	Student Worker	Tutorial Services - MOV	09/13/07	19-4
Britton, Marlon	Student Worker	Administrative Support Center - RIV	09/25/07	19-4
Burse, LeAndra	Student Worker	Disabled Student Services - RIV	09/07/07	19-4
Butler, Sean	Student Worker	Information Systems & Technology - RIV	09/19/07	19-4
Coffey, Jacqueline	Student Worker	English Writing Center - RIV	09/27/07	19-4
Cortez, Cameron	Student Worker	Performing Arts / Marching Band - RIV	09/18/07	19-4
Cournoyer, Chris	Student Worker	Art / Ceramics - RIV	09/07/07	19-4
Dellinger, Andrew	Student Worker	Early Childhood Studies - RIV	09/06/07	19-4
Diaz, Lisette	Student Worker	Tutorial Services - MOV	09/14/07	19-4
Dragomirovic, Zoran	Student Worker	Swimming - RIV	09/18/07	19-4
Dutra, Tony	Student Worker	Tutorial Services - NOR	09/06/07	19-4
Emery, Randal	Student Worker	Information Systems & Technology - RIV	09/11/07	19-4
Franklin, Bradley	Student Worker	Tutorial Services - RIV	09/18/07	19-4
Garcia, Vanessa	Student Worker	Disabled Student Services - RIV	09/04/07	19-4
Gibson, Kyle	Student Worker	Tutorial Services - NOR	09/06/07	19-4
Gonzales, Michael	Student Worker	Tutorial Services - RIV	09/25/07	19-4
Guillermo, Marjorie	Student Worker	Tutorial Services - RIV	09/27/07	19-4
Gunnell, Tiffany	Student Worker	Early Childhood Studies - RIV	09/18/07	19-4
Humphrey, Tremann	Student Worker	Tutorial Services - MOV	09/06/07	19-4
Ip, Jack	Student Worker	English Writing Center - RIV	09/27/07	19-4
Jo, Hyun Seok	Student Worker	Center for International Trade -MEC	08/23/07	19-4
Jung, Juhwang	Student Worker	Tutorial Services - RIV	09/06/07	19-4
Klovuthi-Anun, Nattarin	Student Worker	Tutorial Services - RIV	09/18/07	19-4
Lantiegne, Scott	Student Worker	Tutorial Services - NOR	09/25/07	19-4
Leyva-Gomez, Veronica	Student Worker	Library - MOV	09/12/07	19-4
Loewy, Christian	Student Worker	Performing Arts / Midi Lab - RIV	09/25/07	19-4
Melendez, Daniel	Student Worker	Performing Arts / Midi Lab - RIV	09/25/07	19-4
Milic, Srdan	Student Worker	Swimming - RIV	09/18/07	19-4
Moon, Christina	Student Worker	Administrative Support Center - RIV	09/10/07	19-4
Morales, Ana	Student Worker	Tutorial Services - MOV	09/13/07	19-4
Munsel, James	Student Worker	Tutorial Services - RIV	09/27/07	19-4
Okpo, Onyekachim	Student Worker	International Students - RIV	09/18/07	19-4
Ornelaz, Lisa	Student Worker	Early Childhood Studies - NOR	09/27/07	19-4
Ozaki, Mika	Student Worker	Tutorial Services - RIV	09/10/07	19-4
Reis-Blackwell, Fatima	Student Worker	Tutorial Services - MOV	09/07/07	19-4
Robinson, Robbie	Student Worker	Student Services / Athletics - RIV	09/20/07	19-4
Rollins, Michael	Student Worker	English Writing Center - RIV	09/27/07	19-4
Rolph, Rebecca	Student Worker	Tutorial Services - MOV	09/14/07	19-4
Rosales, Nicole	Student Worker	Tutorial Services - NOR	09/24/07	19-4
Santos, Braiden	Student Worker	Swimming - RIV	09/12/07	19-4
Segraves, Daniel	Student Worker	Journalism - RIV	09/18/07	19-4
Shores, Nicholas	Student Worker	Instructional Media Center - NOR	07/17/07	19-4
Smith, Elizabeth	Student Worker	Tutorial Services - MOV	09/14/07	19-4
Smith, Jonathan	Student Worker	Outreach - MOV	09/14/07	19-4
Turner, Dywane	Student Worker	Information Systems & Technology - RIV	09/10/07	19-4
Villa, Gilbert	Student Worker	Tutorial Services - MOV	09/13/07	19-4
Vu, Tuan	Student Worker	English Writing Center - RIV	09/24/07	19-4
Wymer, Christina	Student Worker	Early Childhood Studies - RIV	09/27/07	19-4

York, Andrew Student Worker DSPS - NOR

09/27/07 19-4

CATEGORICAL FUNDS

NAME	POSITION	DEPARTMENT	DATE	WORK-STUDY SCHEDULE
Bakken, Faustina	Student Worker	Early Childhood Studies - MOV	09/21/07	19-4
Barnes, Caprise	Student Worker	Mathematics - RIV	09/21/07	19-4
Ching, Maung	Student Worker	Instructional Media Center - NOR	09/21/07	19-4
Crone-Roberts, Brianna	Student Worker	Assessment Center - MOV	09/24/07	19-4
Denson-Griffin, Shaquita	Student Worker	Athletics / Basketball - RIV	09/18/07	19-4
Doan, Hung	Student Worker	Mathematics - RIV	09/10/07	19-4
Edwards, Tavia	Student Worker	Applied Technology / Welding - RIV	09/18/07	19-4
Edwards, Tristan	Student Worker	Athletics / Basketball - RIV	09/06/07	19-4
Ewell, Andre	Student Worker	Athletics / Track - RIV	09/10/07	19-4
Garcia, Joshua	Student Worker	Performing Arts / Dance - RIV	09/21/07	19-4
Gasu, Janis	Student Worker	Library - NOR	09/25/07	19-4
Gonzalez, Gerardo	Student Worker	Athletics - Training - RIV	09/25/07	19-4
Halim, Cecilia	Student Worker	Outreach - RIV	09/18/07	19-4
Holland, Corie	Student Worker	Administrative Support Center - RIV	09/21/07	19-4
Lamont, Damon	Student Worker	Foundation Office - Riv	09/18/07	19-4
Meloncon, Aletheia	Student Worker	Riverside County Housing Authority - CS	09/06/07	19-4
Morales, Cathleen	Student Worker	Early Childhood Studies - MOV	09/10/07	19-4
Nunley, Keiran	Student Worker	Athletics / Basketball - RIV	09/10/07	19-4
Ortega, Elsa	Student Worker	EOPS - NOR	09/06/07	19-4
Owraghi, Mielad	Student Worker	Counseling - MOV	09/18/07	19-4
Peach, Justin	Student Worker	Swimming - RIV	09/24/07	19-4
Phillips, Jessica	Student Worker	Disabled Student Services - RIV	09/17/07	19-4
Quevedo, Gerard	Student Worker	Corona/Norco Unified - Adams Elementary	09/24/07	19-4
Rampasan, Melissa	Student Worker	Nursing Education - RIV	09/25/07	19-4
Reyes, Jerardo	Student Worker	Administrative Support Center - RIV	09/18/07	19-4
Robinson, Benjamin	Student Worker	Early Childhood Studies - MOV	09/18/07	19-4
Schow, Joshua	Student Worker	Counseling - RIV	09/10/07	19-4
Scott, Kendall	Student Worker	Disabled Student Services - MOV	09/21/07	19-4
Simmons, James	Student Worker	Athletics / Basketball - RIV	09/21/07	19-4
Thomas, Elizabeth	Student Worker	Riverside Metropolitan Museum - CS	09/18/07	19-4
Vermillion, Corey	Student Worker	Communications, Humanities, Social Science - MOV	09/24/07	19-4
Villeda, Henry	Student Worker	Athletics / Track - RIV	09/25/07	19-4
West, Lacey	Student Worker	Performing Arts / Marching Band - RIV	09/27/07	19-4
Williams, Robin	Student Worker	College Safety and Police - RIV	09/27/07	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: October 16, 2007

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report –All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$6,326,498 requested by Campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 105133-106388) totaling \$7,071,334 have been reviewed by the District Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders, Contracts and Purchase Order Additions totaling \$6,326,498 and District Warrant Claims totaling \$7,071,334.

James L. Buysse  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
 Purchase Orders \$69,000 and over  
 8/30/07 thru 9/30/07

PO#	Fund	Location	Department	Vendor	Description	Amount
C0001631	11	FTA	Academy / Criminal Services	Riverside County Sheriffs Dept	Rental of Facilities at Ben Clark	889,000
C0001632	11	FTA	Academy / Criminal Services	Riverside County Sheriffs Dept	Continuity Officers Services	329,956
C0001633	12	FJA	Educational Services	Moreno Valley Unified School Dist.	Career Tech. Education Exploration	106,335
C0001634	12	FJA	Educational Services	Moreno Valley Unified School Dist.	MV Allied Health Partnership	70,630
C0001636	41	AMC	Information Services	Forsythe Solutions Group, Inc	Datatel Release 18 Bid Award	751,142
C0001638	11	FTA	Academy / Criminal Services	Riverside County Fire Department	Fire Tech Coordinator	133,600
C0001639	12	EJA	Educational Services	Spinitar	Norco Little Theatre AV Equipment	99,914
C0001643	11	FTA	Academy / Criminal Services	Riverside County Sheriffs Dept	Assistant Continuity Officer Services	111,966
C0001649	11	FHE	Health, Human & Public Services	March Joint Powers Authority	Lease Dental Clinic Building	98,580
C0001658	12	FMA	President-Moreno Valley	UC Regents	Title V Subcontract Cooperative Grant Participants	212,907
P0010328	41	DYA	Library - Riverside	Graybar Electric Co	Fixtures & Fixed Equipment	73,923
<b>Additions to Approved/Ratified Purchase Orders of \$69,000 and over</b>						
C0001098	41	EDD	Facilities - Norco	TBP Architects	Norco Phase III	714,492
C0001473	11	APR	Performance Riverside	O D Music, Inc.	Performance Fees	105,000
					Purchase Orders	2,877,953
					Purchase Order Additions	819,492
					Purchase Orders \$69,000 and Over	3,697,445
					Purchase Orders under \$69,000	2,629,053
					Grand Total	6,326,498

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: October 16, 2007

Subject: Resolution to Amend Budget – Resolution No. 04-07/08  
2007-2008 UCR Aurora Program

Background: The Riverside Community College District has received funding for the 2007-2008 UCR Aurora Program in the amount of \$5,000 from the University of California Regents. The funds will be used to identify and recruit six community college students from math and science majors interested in teaching 30 hours of educational field work in K-12 public school classrooms. Funds also will be used to provide for faculty mentors and administrative costs.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$5,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Ola M. Jackson,  
Associate Dean, Teacher Preparation and Education Programs

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 04-07/08

2007-2008 UCR Aurora Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$5,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on October 16, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 04-07/08  
 2007-2008 UCR Aurora Program

Year	County	District	Date	Fund
08	33	07	10/16/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0349	8190	5,000 00	REVENUE
EXPENDITURES								
12	AJF	1190	0	6017	9349	1490	1,000 00	Special Projects
12	AJF	1190	0	6017	9349	2349	350 00	Classified Overtime
12	AJF	1190	0	6017	9349	3130	83 00	Employee Benefits
12	AJF	1190	0	6017	9349	3325	20 00	
12	AJF	1190	0	6017	9349	3620	18 00	
12	AJF	1190	0	6017	9349	3335	29 00	↓
12	AJF	1190	0	6017	9349	4590	1,040 00	Supplies
12	AJF	1190	0	6017	9349	5210	150 00	Mileage
12	AJF	1190	0	6017	9349	5219	150 00	Other Travel
12	AJF	1190	0	6017	9349	5850	360 00	Fingerprinting
12	AJF	1190	0	6017	9349	5890	1,800 00	Student Stipends
							5,000 00	TOTAL INCOME
							5,000 00	TOTAL EXPENDITURES



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: October 16, 2007

Subject: Resolution to Amend Budget – Resolution No. 05-07/08  
2007-2008 Child Development Careers Program

Background: The Riverside Community College District has received additional funding for the 2007-2008 Child Development Careers Program in the amount of \$16,032 from the California Community Colleges Foundation. The funds will be used to provide additional salaries and benefits for services to participants.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$16,032 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Shelagh Camak,  
District Dean, Workforce Development

Michael Wright,  
Director, Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 05-07/08

2007-2008 Child Development Careers Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$16,032 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on October 16, 2007.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 05-07/08  
 2007-2008 Child Development Careers Program

Year	County	District	Date	Fund
08	33	07	10/16/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0240	8190	16,032 00	REVENUE
								EXPENDITURES
12	ACW	1190	0	6020	0240	2139	9,000 00	Classified Hrly
12	ACW	1190	0	6020	0240	3430	7,032 00	Employee Benefits
							16,032 00	TOTAL INCOME
							16,032 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: October 16, 2007

Subject: Resolution to Amend Budget – Resolution No. 06-07/08  
2007-2008 Upward Bound TRIO Riverside Program

Background: The Riverside Community College District has received year one funding for the five year, Upward Bound TRIO Riverside Program in the amount of \$250,000 from the United States Department of Education. The funds will be used to serve 50 high school youth in an academic year component at Jurupa Valley and Rubidoux High Schools and a summer component on the College campus. The Upward Bound TRIO Riverside Program will strive to improve the academic achievement, retention, college enrollment, and college persistence rates of the participants with documented academic need.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$250,000 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

James L. Buysse  
Interim Chancellor

Prepared by: Ed Bush  
Vice President, Student Services  
Riverside Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 06-07/08

2007-2008 Upward Bound TRIO Riverside Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$250,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on October 16, 2007.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 06-07/08  
 2007-2008 Upward Bound TRIO Riverside Program**

Year	County	District	Date	Fund
08	33	07	10/16/2007	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0039	8120	250,000 00	REVENUE
								EXPENDITURES
12	DZG	1190	0	6450	00039	2118	42,000 00	Classified FT Administrator
12	DZG	1190	0	6450	00039	2119	32,000 00	Classified FT
12	DZG	1190	0	6450	00039	2139	36,000 00	Classified Hrly
12	DZG	1190	0	6450	00039	1330	7,500 00	PT Academic Fall
12	DZG	1190	0	6450	00039	1334	15,000 00	PT Academic Summer
12	DZG	1190	0	6450	00039	3130	1,856 00	Employee Benefits
12	DZG	1190	0	6450	00039	3220	6,886 00	
12	DZG	1190	0	6450	00039	3320	4,588 00	
12	DZG	1190	0	6450	00039	3420	12,000 00	
12	DZG	1190	0	6450	00039	3620	1,000 00	
12	DZG	1190	0	6450	00039	3630	269 00	↓
12	DZG	1190	0	6450	00039	4350	2,000 00	Instructional Media
12	DZG	1190	0	6450	00039	4360	770 00	Tests
12	DZG	1190	0	6450	00039	4590	3,000 00	Supplies
12	DZG	1190	0	6450	00039	4555	500 00	Printing/Copying
12	DZG	1190	0	6450	00039	4710	15,000 00	Food-Summer Program
12	DZG	1190	0	6450	00039	5045	500 00	Postage
12	DZG	1190	0	6450	00039	5219	10,000 00	Other Travel
12	DZG	1190	0	6450	00039	5210	800 00	Mileage
12	DZG	1190	0	6450	00039	5220	3,680 00	Conferences
12	DZG	1190	0	6450	00039	5540	1,000 00	Telephones
12	DZG	1190	0	6450	00039	5541	1,000 00	Cell Phones
12	DZG	1190	0	6450	00039	5630	2,520 00	Lease/Rental Copy Machine
12	DZG	1190	0	6450	00039	5649	2,500 00	Software License/Maint
12	DZG	1190	0	6450	00039	5890	3,000 00	Consultant Evaluations
12	DZG	1190	0	6450	00039	5890	24,541 00	Student Stipends & Fees
12	DZG	1190	0	6450	00039	5910	15,590 00	Indirect Admin Costs
12	DZG	1190	0	6450	00039	6485	4,500 00	Computer Equipment
							250,000 00	TOTAL INCOME
							250,000 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: October 16, 2007

Subject: Award of Bid – Re-Roofing Projects, Riverside Campus

Background: On September 21, 2007, the District received five (5) bids for the Riverside Campus Re-Roofing Projects in response to an Invitation for Bid solicitation. The results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Add Alternate #1 Rain Gutters</u>	<u>Total Bid</u>	<u>Business Location</u>
Letner Roofing	\$289,768	\$57,998	\$347,766	Los Angeles
Reycrest	\$314,617	\$61,750	\$376,367	Riverside
Cabral Roofing	\$229,861	\$52,538	\$282,399	Montebello
Scholten Roofing Co	\$327,590	\$68,769	\$396,359	Mission Viejo
DRI Commercial	\$442,310	\$179,075	\$621,385	Irvine

Staff recommends awarding the bid to Cabral Roofing for the total bid amount of \$282,399. References for Cabral Roofing were checked by Purchasing staff and were found to be satisfactory. This project will be funded from the FY 2006-07 State Scheduled Maintenance allocation.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Riverside Campus Re-Roofing Projects to Cabral Roofing in the amount of \$282,399 and authorize the Interim Vice Chancellor, Administration and Finance to sign the associated agreement.

James L. Buysse  
Interim Chancellor

Prepared by: Becky Elam  
Vice President-Business Services,  
Riverside

Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: October 16, 2007

Subject: Noresco Utility Retrofit Improvement Project – Change Order Nos. 1 and 2

Background: On August 29, 2006, the Board of Trustees awarded a contract to Noresco Holding, Inc. for the Utility Retrofit Improvement Project encompassing the three campuses in the amount of \$6,321,990. In November 2006, the District determined that it needed to replace two boilers and the hot water loop system at the Moreno Valley campus sooner than anticipated. These items were then removed from the original scope of work for Noresco. The Moreno Valley boiler and hot water loop system was bid separately and awarded to Plumbing, Piping & Construction in June 2007. Staff delayed seeking approval for Change Order No. 1 to the Noresco contract until it had approval to do the work in Moreno Valley.

The total amount of Change Order No. 1 is a reduction of \$784,989 (descriptions of changes are noted in attached Change Order No. 1).

Change Order No.2 to the Noresco contract is for replacement of light poles and fixture heads on the service road behind Bradshaw Student Center (description of these changes are noted in the attached Change Order No 2). The total amount for Change Order No. 2 is \$9,943, increasing the total project award to \$5,546,944.

Staff is requesting the Board's approval of Change Order No. 1 which reduces the contract price by \$784,989 and approval of Change Order No. 2 which increases the contract price by \$9,943. Funding for this change order will come from the Measure C approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve Change Order Nos.1 and 2 for Noresco Holding, Inc., Utility Retrofit Improvement Project, reducing the net contract amount by \$775,046 for a total of \$5,546,944, and authorize the Interim Vice Chancellor, Administration and Finance to sign the Change Orders.

James L. Buysse  
Interim Chancellor

Prepared by: Ralph Perez  
Director, Facilities, Operations & Maintenance

Becky Elam  
Vice President, Business Services,  
Riverside



Revision 1  
November 7, 2007  
Revised per Change Order 01

**ENERGY SERVICES AGREEMENT  
BY AND BETWEEN**

**Riverside Community College District and NORESKO Holdings, Inc.**

**CHANGE ORDER NUMBER: 01**

NORESKO Project No.: 330024 RCCD Contract No. C-0001206 Site: Moreno Valley Campus

Title: Deductive Change Order to Delete ECM 5MV and ECM 8MV

**I. REQUEST**

Date: November 7, 2006

A) Requested by: Riverside Community College District, pursuant to their Notice to Proceed, dated October 9, 2006

B) Description of change: RCCD directed NORESKO to:

- 1) Proceed with the full scope of work for the Norco campus including ECM 8N, Exterior Light Pole Replacement as detailed in Attachment B of the Agreement, excepting from such scope the description in the following Item 2 of this section (B).
- 2) Deduct from its scope of work ECM 5MV, Boiler Replacement and ECM 8MV, Hot Water Loop from the Description of the System, Attachment B of the Agreement and from Schedule of Payments, Attachment C of the Agreement.
  - a) Delete ECM 5MV from pages 34 and 35 of Attachment B
  - b) Delete ECM 8MV from pages 36 and 37 of Attachment B
  - c) Attachment C – Schedule of Payments is revised to reflect the reduction in cost and is attached herein to Change Order 01

**II. NORESKO'S AGREEMENT**

For all costs involved in this change including extensions of time herein requested NORESKO proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of: Attachment C – Schedule of Payments, Revision 1, dated November 7, 2007, a copy of which is attached hereto.

An extension of contract time to complete the project is not requested.

NORESKO APPROVAL:

By:   
**Daniel P. Manohar**  
Executive Vice President

Date: 11/15/06

RIVERSIDE COMMUNITY COLLEGE DISTRICT APPROVAL:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Award	\$6,321,990
Previous Additions	\$0
Previous Deductions	\$0
Net Total	\$6,321,990
This Change	(\$784,989)
Total	\$5,537,001

Revision 1  
 November 7, 2006  
 Revised per Change Order 01

## ATTACHMENT C

### SCHEDULE OF PAYMENTS

Description of Work	Scheduled Value	Billing Frequency
<b>Project Mobilization</b>	\$ 142,301	10 days after Notice to Proceed
<b>Norco Campus</b>		
ECM 1N: Occupancy Sensors for Lighting Control	\$ 68,302	Monthly based on % Complete
ECM 2N: Upgrade EMS	\$ 422,818	Monthly based on % Complete
ECM 3N: Chilled Water Pump VFD, PE Motors	\$ 118,666	Monthly based on % Complete
ECM 4N: Chiller Replacement	\$ 328,511	Monthly based on % Complete
ECM 5N: Boiler Replacement	\$ 97,189	Monthly based on % Complete
ECM 6N: Vending Machine Controls	\$ 7,150	Monthly based on % Complete
ECM 7N: Lighting Retrofit	\$ 188,204	Monthly based on % Complete
ECM 8N: Parking Lot Pole Repair	\$ 94,762	Monthly based on % Complete
<b>Moreno Valley Campus</b>		
ECM 1MV: Occupancy Sensors for Lighting Control	\$ 82,217	Monthly based on % Complete
ECM 2MV: Upgrade EMS	\$ 485,247	Monthly based on % Complete
ECM 3MV: Chilled Water Pump VFD, PE Motors	\$ 111,388	Monthly based on % Complete
ECM 4MV: Chiller Replacement	\$ 328,266	Monthly based on % Complete
ECM 6MV: Vending Machine Controls	\$ 7,150	Monthly based on % Complete
ECM 7MV: Lighting Retrofit	\$ 184,881	Monthly based on % Complete
<b>Riverside Campus</b>		
ECM 1R: Occupancy Sensors for Lighting Control	\$ 127,745	Monthly based on % Complete
ECM 2R: Upgrade EMS	\$ 568,548	Monthly based on % Complete
ECM 3R: Exterior Parking Lot Lighting	\$ 886,644	Monthly based on % Complete
ECM 4R: Chiller Replacement	\$ 317,338	Monthly based on % Complete
ECM 5R: Boiler Replacement	\$ 383,949	Monthly based on % Complete
ECM 6R: Vending Machine Controls	\$ 7,148	Monthly based on % Complete
ECM 7R: Lighting Retrofit	\$ 644,801	Monthly based on % Complete
<b>Total Project Cost</b>	<b>\$ 5,537,001</b>	

**ENERGY SERVICES AGREEMENT  
BY AND BETWEEN**

**Riverside Community College District and NORESKO Holdings, Inc.**

**CHANGE ORDER NUMBER: 02**

NORESCO Project No.: 330024 RCCD Contract No. C-0001206 Site: Riverside Campus

Title: Change Order to Replace Seven (7) Light Poles and one (1) Fixture Head on The Service Road behind the Bradshaw Student Center.

Date: June 25, 2007

**I. REQUEST**

- A. Requested by: RCCD E-mail Dated June 20, 2006
- B. Description of change: Remove and replace seven (7) existing light poles and one (1) existing fixture head on the service road behind Bradshaw Student Center. The new light poles to be sixteen feet tall. The existing poles removed will be given to RCCD for their use as they see fit.

**II. NORESKO'S AGREEMENT**

- A. For all costs involved in this change herein requested, NORESKO proposes to perform the work described in accordance with the provisions of the subject Agreement. Once this Change Order is approved by RCCD, NORESKO will add a line item to the existing Schedule of Values to track the subject work.
- B. Payment shall be made on the basis of the completed work and submitted with the normal monthly invoice.
- C. An extension of contract time to complete the project is not requested.

**III. COST**

Original Contract Price:	\$6,321,990.00
Previous Additions:	\$0.00
Previous Deductions:	\$784,989.00
Contract Price Prior to this Change Order:	\$5,537,001.00
Cost for this Change:	\$9,943.00
New Contract Price:	\$5,546,943.00

NORESCO APPROVAL:

By: Leo Salas



Date: June 25, 2007

**RIVERSIDE COMMUNITY COLLEGE DISTRICT APPROVAL:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: October 16, 2007

Subject: Out-of-State Travel

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

Current:

*Moreno Valley Campus:*

- 1) Ms. Princess Broussard, adjunct counselor/instructor, to travel to Santa Ana Pueblo, New Mexico, November 7-9, 2007 to attend the Houghton Mifflin College Survival's Fall Energizer Conference. Estimated cost: \$1,825.00. Funding source: Title V grant funds.
- 2) Ms. Sheila Pisa, associate professor, math, science, physical education, to travel to Minneapolis, Minnesota, October 31-November 4, 2007, to attend the American Mathematical Association of Two Year Colleges Conference. Estimated cost: \$1,565.00. Funding source: Title V grant funds.

*Norco Campus:*

- 1) Mr. Mark DeAsis, student services supervisor, admissions and records, to travel to Salt Lake City, Utah, November 4-7, 2007, to attend the Pacific Association of College Registrars and Admissions Officer Conference. Estimated cost: \$1,591.71. Funding source: the general fund.

*Riverside City College:*

- 1) Ms. Amber Casolari, assistant professor, economics, to travel to Pittsburgh, Pennsylvania, October 25-28, 2007, to attend the Professional and Organizational Development Network in Higher Education. Estimated cost: \$2,680.00. Funding source: Basic Skills Reapportionment funding.
- 2) Mr. Henry Jackson, associate professor, welding, to travel to Chicago, Illinois, November 12-15, 2007, to attend the FabTech and American Welding Society Welding Show. Estimated cost: \$2,645.00. Funding source: the Vocational Industrial Clubs for America Welding/Certification fund.
- 3) Mr. Stephen Kennedy, instructor, automotive technology, to travel to Nashville, Tennessee, November 3-8, 2007, to attend the 2007 International Association of General Motors Automotive Service Educational Program. Estimated cost: \$1,590.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: October 16, 2007

Subject: Out-of-State Travel

- 4) Dr. Wilma LaCava, associate professor, school of nursing, to travel to Kansas City, Missouri, November 14-18, 2007, to accompany approximately 12 students attending the National Student Nurses' Association's 25<sup>th</sup> Annual Mid-Year Conference. Estimated cost: \$1,309.92. Funding source: Vocational Technical Education Act funds.
- 5) Mr. Eric Muehlebach, user support coordinator, information services, to travel to Fairfax, Virginia, November 12-14, 2007, to attend Human Resources Datatel Training. Estimated cost: \$2,601.74. Funding source: the general fund.
- 6) Dr. Clarence Romero, associate professor, psychology, to travel to New York City, New York, and Washington, DC, October 17-21, 2007, to accompany six students meeting with Reg Weaver, President, National Education Association. Estimated cost: \$6,600.00. Funding source: \$4,000.00 from the ASRCC Latino Educators of Tomorrow, \$1,000.00 from the ASRCC Latino Educators of Tomorrow Club funds, \$600.00 from the general funds, and \$1,000.00 to be paid by the students.
- 7) Ms. Aya Saito, international students and programs specialist, international students, to travel to Tokyo, Osaka and Nagoya, Japan, November 27-December 4, 2007, to participate in recruitment. Estimated cost: \$2,259.17. Funding source: the general fund.
- 8) Ms. Aya Saito, international students and programs specialist, international students, to travel to Harrisonburg, Virginia, March 26-30, 2008, to accompany eight students attending the International Student Leadership Conference. Estimated cost: \$2,735.47. Funding sources: \$1,500.00 from the International Leadership Conference funds, and \$1,235.47 from the International Club Trust fund.
- 9) Dr. Jan Schall, associate professor, sociology, to travel to Florence, Italy, November 4-13, 2007, for the fall 2007 Student Abroad program evaluation and fall 2008 contract development. Estimated cost: \$4,300.00. Funding source: the general fund.
- 10) Dr. Ward Schinke, associate professor, political science, and Dr. Dariush Haghghat, associate professor, political science, to travel to Atlanta Georgia, November 14-18, 2007, to accompany nine delegates attending the Southern Regional Model United Nations Conference. Estimated cost: \$9,169.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: October 16, 2007

Subject: Out-of-State Travel

- 11) Dr. Ward Schinke, associate professor, political science, and Dr. Dariush Haghghat, associate professor, political science, to travel to London, England, February 4-11, 2008, to accompany ten delegates attending the London International Model United Nations Conference. Estimated cost: \$28,324.00. Funding source: the general fund.
- 12) Dr. Ward Schinke, associate professor, political science, and Dr. Dariush Haghghat, associate professor, political science, to travel to New York City, New York, April 19-27, 2008, to accompany ten delegates to the National Model United Nations Conference. Estimated cost: \$20,380.00. Funding source: \$13,380.00 from the general fund, and \$7,000.00 from ASRCC.
- 13) Mr. John Smith, Mr. Gary Holmes, Mr. Joseph Huff, and Mr. Dwayne Williams, men's basketball coaches, and Mr. Guido Sendowsky, athletic trainer, athletics, to accompany 12 students traveling to Twin Falls, Idaho, November 15-17, 2007, to visit the College of Southern Idaho. There is no cost to the District.

*Riverside Community College District:*

- 1) Ms. Amy Cardullo, director, RCCD Foundation and alumni affairs, to travel to Washington, D.C., October 30-November 3, 2007, to attend the Council for Resource Development Conference. Estimated cost: \$2,037.20. Funding source: the general fund.
- 2) Ms. Nancy Melendez, campaign manager, RCCD Foundation, to travel to Washington, DC, October 30-November 3, 2007, to attend the Council for Resource Development Conference. Estimated cost: \$665.00. Funding source: the general fund.
- 3) Ms. Colleen Molko, assistant director, grant and contract services, to travel to Orlando, Florida, February 10-12, 2008, to attend the Community College Conference on Legal Issues. Estimated cost: \$2,020.68. Funding sources: \$2,020.68 from the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: October 16, 2007

Subject: Out-of-State Travel

- 4) Dr. Leeshawn Moore, institutional research specialist, institutional research, to travel to Louisville, Kentucky, November 8-11, 2007, to attend the Association for the Study of Higher Education: Informing the Public Agenda for Higher Education: The Role of Relevance or Research. Estimated cost: \$1,136.95. Funding source: the general fund.

James L. Buysse  
Interim Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: October 16, 2007

Subject: Contracts and Agreements Less than \$69,000 Report – All District Funds

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$69,000. The attached listing of contracts and agreements under \$69,000, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2007-2008. The contracts and agreements have been executed pursuant to the Boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$237,226.

James L. Buysse  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager



Contracts and Agreements Report-All District Funds  
 \$69,000 and under  
 8/30/07 thru 9/30/07

Department	Vendor	Business Location	Description of Services	Amount
Administrative Support Center	Lynde-Ordway Co., Inc.	Santa Ana, Ca	Paper Drill & Paper Shredder Contract Renewal	785
Administrative Support Center	Broad Vision, Inc	Waltham, Ma	QuickSilver Computer Software Maintenance/Licensing Agreement	1,980
Administrative Support Center	OCE Financial Services / Leases	Chicago, Il	Lease High Volume Copiers (9/1/07 to 11/30/07)	65,880
Community & Economic Dev	Lean Solutions Manufacturing Consul.	Montebello, Ca	Training for Manufacturing Skill Standards Certification Workshop	800
Counseling-Moreno Valley	Eureka	Richmond, Ca	Eureka Software Program License for Career Center	1,575
Counseling-Norco	Eureka	Richmond, Ca	Eureka Software Program License for Career Center	1,575
Counseling-Riverside	Eureka	Richmond, Ca	Eureka Software Program License for Career Center	3,509
Facilities Plan, Design & Construc.	John R. Byerly, Inc.	Bloomington, Ca	Concrete Testing - PBX Network Operations Center Project	428
Facilities-District	John R. Byerly, Inc.	Bloomington, Ca	Riverside School of the Arts, RSA Environmental Site Assessment	3,100
Facilities-Moreno Valley	Am'Tech Elevator Services	Anaheim, Ca	Elevator Maintenance Agreement	6,869
Facilities-Norco	Am'Tech Elevator Services	Anaheim, Ca	Elevator Maintenance Agreement	8,014
Facilities-Riverside	Am'Tech Elevator Services	Anaheim, Ca	Elevator Maintenance Agreement	14,563
Facilities-Riverside	Ian Davidson Landscape Architecture, Inc	Riverside, Ca	Landscape Beautification Plan - Norco & Moreno Valley Campuses	6,320
Grants & Contract Services	Clarke & Associates	Santa Rosa	Consulting Title V Post Award - Riverside Campus	29,282
Human Resources	Hay Group, Inc	Irvine, Ca	Review & Verify Results of Compensation & Classification Study	26,000
Information Services	PHSI-Pure Water Finance	Alanta, Ga	Office Water System, Riverside, Moreno Valley and Norco	1,907
March Education Center	March Joint Powers Authority	Moreno Valley, Ca	Gas Utility at March Education Center	200
President-Moreno Valley	Clarke & Associates	Santa Rosa, Ca	Consulting Title V Post Award - Moreno Valley	30,676
President-Norco	Clarke & Associates	Santa Rosa, Ca	Consulting Title V Post Award - Norco	33,013
Public Affairs	Joanna Mersereau	Riverside, Ca	Permission to Reprint Copywritten Artwork	750
Early Childhood Education	San Francisco Community College District	San Francisco, Ca	Early Childhood Mentor Program In The Riverside Community	No Cost

Total 237,226

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS

Report No.: V-A-6-b

Date: October 16, 2007

Subject: Agreement with the County of Riverside Economic Development Agency

Background: Attached for the Board's review and consideration is a renewal agreement between Riverside Community College District and the Riverside County Economic Development Agency (EDA). With this agreement, EDA awards \$185,000.00 to the District to provide career orientation to Workforce Investment Act-eligible participants. The orientation includes such topics as time management, study skills, goal setting. Additionally, group career assessment is conducted in a self guided format. Financial aid information workshops and self-assessment of one's skills, abilities and interests are also included. Finally, general job development services are provided. Riverside City College also offers information to participants regarding the nature of additional community resources to help meet individual needs. The term of the agreement is July 1, 2007 through June 30, 2008. Funding source: Workforce Investment Act Funds.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from July 1, 2007 through June 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse  
Interim Chancellor

Prepared by: Shelagh Camak  
Associate Vice Chancellor, Workforce Development  
Michael Wright  
Director, Workforce Preparation Grants and Contracts

WIA TITLE I  
COMMUNITY COLLEGE EDUCATION  
ASSISTANCE CENTER  
PROGRAM YEARS 2007/2008

Contractor:	Riverside Community College District
Agreement Amount:	\$185,000.00
WIA Agreement Type:	Cost Reimbursement
WIA Agreement Number:	2007/2008-179-201-501

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RECITALS PAGE

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

WITNESSETH

WHEREAS, the County has entered into a Grant Agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Investment Act of 1998 (WIA), which replaced the Job Training Partnership Act (JTPA); and

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

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

WHEREAS, on the 1st day of July 2007, County and Contractor entered into an agreement pursuant to which the Contractor agreed to provide services to universal customers WIA Title 1B Adult participants; and

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

## Article I. TERMS AND CONDITIONS

### *Section 1.01 Term of Agreement*

The term of this Agreement shall commence on July 1, 2007, and end on June 30, 2008. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed without a modification to the existing Agreement or execution of a new agreement.

### *Section 1.02 Parties to the Agreement and Their Representatives*

The parties to this Agreement are the County of Riverside (County), through the Economic Development Agency (EDA) and the Workforce Development Board, and Riverside Community College District. The Contractor, if a corporation, certifies it is registered with the Secretary of State of the State of California.

### *Section 1.03 Service of Notices*

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

If to County:

Economic Development Agency (EDA)  
1151 Spruce Street  
Riverside, California 92507  
Attention: Kathryn Fortner,  
Assistant Director/Workforce Development Administrator  
951.955.3100  
951.955.3131 Fax

If to Contractor:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Aaron Brown,  
Vice Chancellor of Administration and Finance  
951.222.8600  
951.222.8544 FAX

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

*Section 1.04 Conditions Precedent to the Execution of the Agreement*

- (a) Prior to the execution of this Agreement, the Contractor shall have on file with County completed and certified attachments required in the Request for Proposal (RFP), which are incorporated herein by this reference. The Contractor must notify the County in writing of any changes or revisions to the required documentation. The Contractor understands that this Agreement cannot be executed until the County has approved all documentation.
- (b) Contractor shall submit to the EDA Planning and Development Unit a Cost Allocation Plan. This plan is defined as a method to ensure each funding source is fairly charged, the process of distributing costs that benefit more than one final cost object, and that costs are equitably distributed to all benefiting activities. Contractor understands that this document must be submitted and approved prior to Agreement execution. See EXHIBIT 3 for Cost Allocation Plan Format.
- (c) Contractor and County have determined that due to the development nature of the Workforce Investment Act program, there may be changes in structure or program design required upon review. Therefore, Contractor and County agree that they will use their best efforts to refine program elements to accommodate any changes of policy as mandated by the state. Any such changes are subject to *Section 9.01* of this Agreement.
- (d) The Contractor (if not a public entity), by signing this Agreement, does hereby specifically warrant and represent, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board (NLRB).
- (e) By signing this Agreement, the Contractor does hereby specifically warrant and represent, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

Article II. SCOPE OF WORK (SOW)

The Contractor shall operate the Riverside Community College Education Assistance Center Program as recommended by the County. Contractor shall provide enhanced linkages to education and will provide WIA workforce preparation services on their Riverside City College campus to WIA Title I participants, July 1, 2007 through June 30, 2008, as described in the RFP, and the Contractor's submitted proposal.

*Section 2.01 Description of Services to be Provided*

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



## Section 2.02 Contractor's Performance Measures

The Contractor will utilize a bar code scanner in order to track universal customers accessing WIA Title IB Adult workforce preparation services to be provided by Contractor. Contractor will use County membership profile or a similar form in collecting data from universal customers for bar code activation and tracking of services accessed. Reports will be provided on a monthly basis to County in order to provide data for evaluation of the project. The data supplied shall be tracked through County's Management Information Systems (MIS) reports and quarterly performance reports to measure the Contractor throughout the term of the Agreement. Contractor shall provide WIA workforce preparation services on their Riverside City College campus to complement services of County, and shall utilize available workforce programs, community and business resources, to provide qualitative and quantitative data for evaluation of the project.

### Article III. COMPENSATION

#### *Section 3.01 Contractor's Compensation*

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$185,000.00, for complete and satisfactory performance of the terms of this Agreement for the period of July 1, 2007, through June 30, 2008, and subject to the provisions outlined in this Agreement and all Exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(b) Reimbursement for Mileage and Traveling Expenses

The Contractor may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to the Contractor's standard policy for mileage and traveling expense reimbursement for all employees within the Contractor's organization. According to OMB Circular A-87, section 41 Travel Cost, under Federal Awards; "Cost incurred by employees and officers for travel, including cost of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such cost do not exceed charges normally allowed by the governmental unit in its regular operations as a result of the governmental unit's policy". In no instance shall the Contractor be reimbursed at a rate which is higher than the standard set by the County of Riverside, California Board of Supervisors Policy Number D-1 or its successor for all employees. See Exhibit 10 for Board of Supervisors Policy Number D-1. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County.

(c) Budget Modifications

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

(d) Invoicing and Documentation

The Contractor shall invoice the County on or before the tenth calendar day of each month, for all contract costs incurred during the previous month. If the tenth day of the month falls on a weekend then the invoice is due the Friday before the tenth. Contractor shall attach required documentation, as stipulated in Riverside County Economic Development Agency Expenditure Reporting/Invoicing Procedures Policy number 16-01, a copy of these Policies and Procedures can be downloaded at [www.rivcojobs.com](http://www.rivcojobs.com). Contractor shall maintain all documentation for claimed expenditures and shall make such documentation available to any monitoring entities. Contractor understands that this requirement is a condition for reimbursement. Payment shall be made within 45 days from the receipt of a completed invoice, and any documentation, either as outlined in the Expenditure Reporting/Invoicing Procedures Policy Number 16-01 (or its successor) referenced above, or as requested by the County.

(e) Program Income and Interest Income

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

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

(f) Notice of Questioned and Disallowed Costs

When a Monitoring or Financial Audit determines that the Contractor has received/earned funds which are questioned under the criteria set forth in the Agreement, the Contractor shall be notified and given 30 days to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Economic Development Agency Policy and Procedures on Audit Resolution, a copy can be downloaded at [www.rivcojobs.com](http://www.rivcojobs.com).

## Article IV. REPORTING AND FILE RECORDS

### *Section 4.01 Reporting Requirements*

- (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping and accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. Reports submitted by Contractor shall be in accordance with any regulatory reporting requirements. The Contractor shall notify the County in writing of any actions to dissolve or transfer any funds provided under this Agreement.
- (b) Final Invoice - Within 45 calendar days following the termination of this Agreement, the Contractor shall report and submit to the County (on forms provided by the County) all final claims for funds under this Agreement. In the event the Contractor does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Contractor shall return all unearned and excess payments paid to the Contractor to the County within 30 calendar days following the receipt of the formal written request
- (c) Contract Closeout - All subrecipients will submit a closeout package within 45 days of the contract termination whether or not any line item within the contract is fully spent and that term has ended. All subrecipients will submit the property inventory log and any reimbursements due to EDA with the Closeout Package. Closeout documents will be provided by EDA staff and are to be completed and mailed to:

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

### *Section 4.02 Maintenance of Records and Participant Files*

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

*Section 4.03 Confidential Information*

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

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

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

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

Article V. DUTIES AND RIGHTS OF CONTRACTOR

*Section 5.01 Independent Contractor/Subrecipient Status*

- a) The parties agree that the performance of the Contractor's services hereunder shall be in the capacity of an independent Contractor, and that no employees of the Contractor are, or shall be, employees of the County by virtue of this Agreement.
- b) The Contractor is considered a sub-recipient of funds provided to the County through its sub-grant with the State of California. As described in 29CFR 99.210 a sub-recipient is:  
A legal entity to which a sub-award is made and which is accountable to the recipient for use of the funds provided. Characteristics of a sub-recipient are when the organization receiving a Federal award performs the following activities:
  - Determines Eligibility for the Program
  - Has its performance measured against the objectives of the Federal program,
  - Has responsibility for programmatic decision making,
  - Has responsibility for adherence to applicable program compliance requirements (for example, the regulations) and
  - Uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program.

As a sub-recipient the Contractor is subject to all regulations, and OMB circulars governing the use of WIA funds.

*Section 5.02 Assurances and Certifications*

The Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted. Information on these rules and regulations may be obtained from the website resource listed on EXHIBIT 7.

*Section 5.03 Purchase of Fixed Assets, Equipment or Property*

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

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

- (a) Should the Contractor require the services of a sub-tier entity to carry out the responsibilities outlined in the Agreement the Contractor MUST comply with the WIA Final Rule, Sections 667.200(a)(3) and (4), (6)(d)-(g) and the Riverside County Economic Development Agency Policy and Procedures on Procurement Standards. Both provide guidance regarding procurement and refer the sub-recipient and sub-grantees to additional regulatory sites. The applicability of the aforementioned rules and regulations are limited to sub-tier sub-recipients as defined in Section 5.01(b) above. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price.
- (b) Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed Sub-contracts/sub-agreements/Memorandums of Understanding (MOU) must be forwarded to the County within ten working days after their execution. Additionally, the Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:
  - 1) compliance with applicable federal regulations
  - 2) compliance with all WIA requirements
  - 3) compliance with all legislation, regulations, policies, directives and/or procedures which may replace WIA
  - 4) stipulation to hold the County harmless as a result of Contractor collaborations

- 5) contracted services to program participants
- 6) indemnification and insurance requirements imposed on the collaborative partner
- 7) a code of conduct for employees conducting procurements, including criteria regarding conflict of interest (see Section 6.02 of this Agreement)
- 8) selection procedures for procurement transactions
- 9) different types of procurement and how to use them
- 10) requirements for a price or cost analysis and limited conditions under which sole source may occur

NOTE: If any modifications or updates are made to the original Sub-contract, sub-agreement or MOU, the Contractor is also required to submit copies of the updated versions to the County within 5 working days following execution. No payments will be made to any subcontractor without an executed contract/sub-agreement/MOU.

*Section 5.05 Monitoring of Sub-recipients*

- a) The Contractor shall monitor, or assist in such process, to insure that all training sites have a safe working environment. Where applicable for training sites, the pre-monitoring form must be completed by the Contractor and retained in each Participant's file. All training sites will be reviewed at least once during the Participant's enrollment period, but may be reviewed more frequently if necessary. All training site supervisors must receive an orientation that covers all program requirements and responsibilities.
- b) As part of the Contractor's duties in the performance of this Agreement, the Contractor shall monitor WIA program activities of its collaborative partners including but not limited to fiscal management, invoices, and services rendered to the partnership. Contractor shall make a written record of findings and review them with the County when necessary. Copies of findings must be available for review by the County, State and Federal monitors or auditors and shall be maintained in files at the Contractor's office.
- c) Contractor shall notify the County of any default, termination or findings of disallowed costs under these Sub-contracts/Sub-agreements.
- d) The Contractor will notify in writing, within 10 working days, any change in collaborating Partners. Within 20 working days, the Contractor will provide an executed Memorandum of Understanding for new partners to the County.

Additional guidance may be obtained from web site resources listed on EXHIBIT 7; Contractor is responsible for obtaining all information pertaining to procurement of Sub-contractor service and complying with the rules and regulations promulgated under multiple laws and regulations.

*Section 5.06 WIA Fund Restrictions*

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

### Section 5.07 Fraud and Abuse

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

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

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

### Section 5.08 Failure to Perform

- a) The Contractor assumes full responsibility for performance of this Agreement and Sub-agreements executed pursuant to or funded by this Agreement, and hereby agree to indemnify the County for failure, non-performance or default of any of its Sub-Contractors. Further, the Contractor assumes full liability and agrees to reimburse the County for the Contractor or any of the Sub-Contractors non-compliance with any term, prohibition or condition of the regulations governing this Agreement. The Contractor also agrees the County or its designated agent has full recourse to the Contractor for the failure to perform all or any part of this agreement.
- b) To insure the effective use of WIA funds, the Contractor's enrollment and/or expenditures will be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Should enrollments or expenditures fall below plan, a notice so stating any such deficiency shall be sent to the Contractor within 20 days of the of the start of any month following the month in which such deficiencies were noted.

The Contractor's Enrollment Plan and/or Performance Measurements are attached as Exhibit 4 and 5 respectively. Enrollments will be reviewed monthly and program performance will be reviewed quarterly to insure compliance.

### Section 5.09 Deobligation/Reobligation

Funding of this Agreement and therefore deobligation is contingent on the continuing availability of federal or state funds, or continued federal or state's authorization for program activities.

Depending upon the results of any review as outlined in Section 5.07 (b) above, or as determined by the granting authority (s), funds originally obligated to the Contractor through this

Agreement, may be subject to deobligation of all or part of the funds for the following circumstances: (1) where it is clear that the Contractor may not expend all of the original allocation; (2) Contractor is significantly out of compliance with enrollment or expenditure plans; (3) or Contractor's Partnership fails to be meet Quality Assurance certification (if applicable).



When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated a reobligation of funds may be determined. The following processes will be followed whenever deobligation or reobligation is found to be necessary.

#### Deobligation/Reobligation

- 1) At any time that the County determines that deobligation or reobligation is necessary, a written notice to the Contractor will be issued outlining the reasons and timeline for the deobligation or reobligation. The notice will provide a response period for the Contractor during which the Contractor may provide comment.
- 2) At a time determined by the County, but after the Contractor has provided a response, a final notice of intent to deobligate or reobligate will be provided to the Contractor. Such notice will be formalized by either modification or termination of the Agreement in accordance with the provisions outlined herein.

### Article VI. DUTIES AND POWERS OF THE COUNTY

#### *Section 6.01 Performance Monitoring*

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

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

Remedies for Contractor's non-response may include any action up to and including termination as described in Articles VII and VIII of this Agreement. The monitoring process will follow those outlined in the EDA's Program Monitoring Policy attached at *Exhibit 6*.

#### *Section 6.02 Availability of Funds*

Funding of this Agreement is subject to continuing availability of WIA funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Both parties understand that the County makes no commitment to fund this project beyond the term of this Agreement.

#### *Section 6.03 Withholding of Funds*

- (a) Payments under this Agreement may be withheld, suspended or terminated if WIA funds to the County are suspended or terminated, the Contractor cannot accept additional conditions imposed by DOL, the state, or the County or the Contractor fails to file appropriate participant paperwork or timely invoices. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the

Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment may be made for any expenditure after the date of termination.

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

#### *Section 6.04 Debt Collection*

Where liability for debt collection is determined by the County to be at the Contractor's level, the Contractor will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Such repayment will be from funds (non-federal), other than those received under WIA.

### Article VII. TERMINATION AND OTHER REMEDIES

#### *Section 7.01 Termination for Cause with Cure Period*

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

The County may unilaterally suspend and/or terminate this Agreement upon written notice at such time and to such extent as funds are suspended or not made available to the County by the Department of Labor or the state. In the event of such suspension or termination, the Contractor will be paid, up to the date of suspension or termination, for any amount which is properly earned/expended by the Contractor as a result of the performance or expenditures under, and in accordance, with this Agreement.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the Contractor, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds from the County. This Section does not apply to termination due to failure of a Partnership to attain Quality Assurance Certification.

### Section 7.02 Request for Waivers and Waiver of Breach

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

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

### Section 7.03 Termination without Cause

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

### Section 7.04 Obligations upon Termination

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

### Section 7.05 Business Interruption

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

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

## Section 7.06 Other Remedies Reserved by the County

### (a) Notice to Correct Performance and Notice of Probation

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

### (b) Suspension

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

## Article VIII. DISPUTE RESOLUTION

### *Section 8.01 Dispute Resolution*

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

### *Section 8.02 Arbitration*

Contractor and County agree that in the event of any controversy or dispute against County arising under this Agreement, whether involving a claim in tort, contract, or otherwise and including disputes which are not adequately resolved by the County's dispute and appeals process, said claims shall be submitted to non-binding arbitration. If the matter under dispute is one that is subject to review under any County dispute resolution procedures, arbitration may

not be initiated until completion of such procedures. All such claims, controversies and disputes shall be submitted to non-binding arbitration in accordance with application rules of the American Arbitration Association. Said arbitration shall take place in Riverside, California. NOTE: This section does not apply to any controversy or disputes between the County and the Contractor arising out of the Partnerships failure to attain Quality Assurance Certification.

*Section 8.03 Dispute Resolution Costs*

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

Article IX. GENERAL PROVISIONS

*Section 9.01 Amendment to Agreement*

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

*Section 9.02 Auditing and Monitoring*

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

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA and regulations.
- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and

activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.

- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA program for a period of four years after termination of this Agreement. If, at the end of four years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.
- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

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

All audits will commence no later than six months following the period of this Agreement, and the Contractor will be responsible for providing the County with information which will assist the County in determining if the Contractor has met its audit requirements. This responsibility includes, but may not be limited to, providing the County with a copy of the annual audit report to the County within two weeks upon receipt of the audit report.

Any audits with findings will require submission of finding resolution.

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

### *Section 9.03 Compliance with Laws and Regulations*

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

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

A partial list of applicable laws and regulations are found in Exhibit 8 of this Agreement.

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

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

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

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

*Section 9.05 Grievance and Complaint System*

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

*Section 9.06 Indemnification*

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

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

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

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

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

#### *Section 9.07 Insurance Requirements*

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

(1) Worker's Compensation

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

(2) Commercial General Liability:

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



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

(3) Vehicle Liability

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

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

(4) General Insurance Provisions-all lines:

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

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

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

- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, insurance and the County's insurance and/or deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.
  - e) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
  - g) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- (5) Self Insured - The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

*Section 9.08 Inventions, Patents and Copyrights*

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

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

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

*Section 9.09 Labor Standards*

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances

and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).

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

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

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

#### *Section 9.10 Non-duplication of Service*

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

#### Section 9.11 Payment of Benefits (where applicable)

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA sec. 129(c) 92) (D).)
- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

#### Section 9.12 Permits and Licenses

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

#### Section 9.13 Purchase, Inventory, and Disposal of Equipment

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

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

#### Section 9.14 Prohibition of Activities

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (b) None of the funds, materials, property, services and participants shall be used for, or employed on, the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (c) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (d) The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (e) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity training program
- (f) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under the WIA. Nor shall any funds from this agreement be used for foreign travel.
- (g) No funds under the Act may be used for Public Service Employment (PSE), except to provide disaster relief employment.
- (h) Non-discrimination
  - 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIA sec. 188 and its implementing regulations.
  - 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or retaliate against any person, or deny to any person, a benefit to which that person is entitled under the provisions of Federal WIA because such person has filed any complaint, instituted or caused to be instituted any proceeding under or related to WIA participation, has testified, or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

#### Section 9.15 Press Releases/Published Announcements

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

## Section 9.16 Assignment

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

## Section 9.17 Standards of Conduct

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

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

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:

- 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
- 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
- 3) Such person would have a "Financial or Other Interest" in the sub-contract.
- 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA funds will be used solely for purposes allowed under this Agreement.
- 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
- 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed subcontractor and its officers, directors or employees.
- 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

*Section 9.18 Integration of Entire Agreement*

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

*Section 9.18a Filing Legal Action*

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



Section 9.19 Signatures

AGREEMENT # 2007/2008-179-201-501

County: Riverside County Economic Development Agency
By:
Date:
Print Name: Kathryn Fortner
Print Title: Assistant Director/Workforce Development Administrator

Contractor: Riverside Community College District
By:
Date:
Print Name: Aaron Brown
Print Title: Interim Vice Chancellor of Administration and Finance

<u>County Counsel Approval</u>
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## Exhibit 1 Scope of Work

is attached hereto and incorporated herein by this reference.

## Contractor Scope of Work

1. Career Orientation: Contractor to provide Core services under the Workforce Investment Act (WIA) to all potential participants. Contractor to provide outreach workshops to include introduction to educational options, available resources, basic orientation to college life, study skills, and student rights and responsibilities; graduation and transfer requirements for majors; student academic and support services; admissions process and self-assessment to identify one's strengths and interests. Exploration of values, interests and abilities, transitional issues; life problem-solving and self management skills; changes that occur over the life span; and self-assessment to identify participants skills and match of personality to work. Contractor staff will advise participants of resources available in the community to meet their identified needs in the areas of medical care, child care, housing, food, and legal aid.
2. Group Workshops: Contractor will offer Success Workshops that will include such topics as time management, study skills (including test taking), and goal setting.
3. Group Career Assessment: Contractor will offer group career assessment utilizing the CAPS, COPS, and COPEs. Group assessments are lead by a qualified proctor and may be from one and a half to three hours depending on the assessments utilized, and would include a self-scoring as an activity. The proctor will guide the self-assessment process and will answer participant questions.
4. Financial Aid: Contractor's Student Financial Services Office will provide group workshops to inform participants of the federal, state and private scholarship funding that is available for those interested in learning and applying for student financial aid. Financial aid staff will assist participants in the admission, records and financial aid applications. In addition, this information will be made available through special events, community activities, publications, web-sites and other mechanisms to educate participants on financial resources available.
5. General Job Development: Participants will have access to Contractors Career Center, where postings and on-line materials will be made available identifying vocational and career opportunities. Participants will be able to access Contractors Job Placement Technician who will provide local job market information, qualifications and characteristics that employers are seeking to help guide participants in their career decisions, current job market and employment trends, and general information on resume writing, interview skills and job search strategies. The Career Center will also make available occupational outlook projections, physical/cognitive/educational/experience requirements of various occupations. Current job leads and information on job fairs will be posted.
6. Programmatic controls will be instituted by the Contractor to ensure:
  - a) Reports and/or documents contain complete and correct information.
  - b) Existing Management Information System (MIS) or ability to implement a comprehensive MIS tracking system to track customer data.

- c) Discrepancies in reports and/or documents are to be resolved in a timely manner as prescribed by the County's WIA program. Contractors must submit all billing information/invoices in a timely manner as specified by the County's Fiscal Unit and County's Policy and Procedures number 16-01, and as outlined in Section 3.01 of this Agreement. Late billings may be rejected, and cost may be disallowed.
- d) Yearly monitoring and as needed, all records shall be made available to County for auditing.
- e) The Contractor will comply with the federal, State of California and County policies and procedures

f) CCEAC Location:

Riverside City College Campus  
4800 Magnolia Avenue  
Riverside, CA 92506  
951.222.8600

g) Hours of Operation –The CCEAC is open Monday through Friday 8:00 a.m. to 5:00 p.m.

h) Consent for use of advertisement, photo or image

Contractor must secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media from where the individual's likeness can be identified. The Contractor will obtain approval from the County prior to publication or production as stipulated in *Section 9.15* of this Agreement.

## Exhibit 2 Program Budget

is attached hereto and incorporated herein by this reference.

Budget Expenditure  
In-Kind Budget  
Program Operating Plan

**Budget for 2007-08**

**Community College Education Assistance Center**

<b>SECTION A – STAFF COST</b>		Number in Position	% Time Spent on WIA (b)	Annual Hours	% of Total Hours	Hourly Rate	TOTAL COST	TOTAL % 12 Months
Staff Position & Name of Staff								
District Dean-Workforce Development-Shelagh Camak		1	2.00%	1984	39.7	70.71	2,806	2,806
Interim Vice Chancellor, Student Services & Operations - Debbie Di Thomas		1	2.00%	1984	39.7	85.28	3,384	3,384
Associate Dean, Academic Innovative Programs/Occupational Education - Richard Barron		1	2.00%	1984	39.7	60.90	2,417	2,417
District Dean, Student Financial Services - Eugenia Vincent		1	5.00%	1984	99.2	67.95	6,741	6,741
Student Financial Services Analyst-Ana Arriaza		1	48.00%	2080	998.4	21.60	21,565	21,565
Student Financial Services Analyst-Nicole Lynch		1	25.00%	2080	520.0	27.60	14,352	14,352
Application Support Technician-Nate Finney		1	23.49%	2080	488.6	32.00	15,635	15,635
Job Placement Technician-Greg Ramirez		1	50.00%	2080	1040.0	29.05	30,212	30,212
Educational Advisor-Clarissa Andrews		1	25.00%	2080	520.0	26.35	13,702	13,702
Outreach Specialist-Gustavo Ortiz		1	25.00%	2080	520.0	26.17	13,608	13,608
<b>SUBTOTAL: STAFF SALARIES</b>							<b>124,422</b>	<b>124,422</b>
<b>SECTION B – BENEFIT COST</b>								
<b>Benefits (Describe)</b>			<b>Rate (%)</b>	<b>Salaries</b>				
Staff Benefits Rate-Combined			40.2700%	124,422				50,105
<b>SECTION C-INDIRECT COST RATE</b>								
Indirect Cost Rate			6.0000%	174,526				10,474
<b>TOTAL STAFF COSTS – (Section A)</b>								<b>124,422</b>
<b>TOTAL STAFF BENEFITS – (Section B)</b>								<b>50,105</b>
<b>SUBTOTAL PROGRAM COSTS – (Total of Sections A+B)</b>								<b>174,526</b>
<b>Indirect Cost Rate -(Section C)</b>								<b>10,474</b>
<b>TOTAL PROGRAM COSTS</b>								<b>185,000</b>

Note 2: If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency.

Note: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

## Exhibit 3 Cost Allocation Plan

is attached hereto and incorporated herein by this reference.

## 2007-2008 Cost Allocation Plan

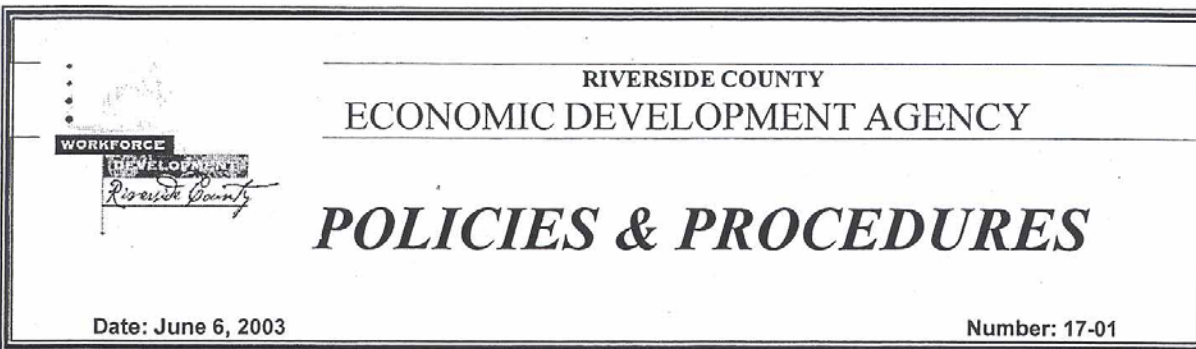
**Community College Education Assistance Center  
 Cost Allocation Plan  
 2007/08 BUDGET**

<b>Cost Category</b>	<b>WIA FUNDING</b>	<b>NON-WIA FUNDING</b>
<b>TOTAL-SECTION A- STAFF COSTS</b>		
District Dean-Workforce Department-Shelagh Camak	2,806.00	
Interim Vice Chancellor, Student Services & Operations -Debbie DiThomas	3,384.00	
Associate Dean, Academic Innovative Programs/Occupational Education - Richard Barron	2,417.00	
District Dean, Student Financial Services - Eugenia Vincent	6,741.00	
Student Financial Services Analyst-Ana Arriaza	21,565.00	
Student Financial Services Analyst- Nicole Lynch	14,352.00	
Application Support Technician-Nate Finney	15,635.00	
Job Placement Technician-Greg Ramirez	30,212.00	
Educational Advisor - Clarissa Andrews	13,702.00	
Outreach Specialist - Gustavo Ortiz	13,608.00	
<b>SUB-TOTAL STAFF COSTS</b>	<b>124,422</b>	
<b>SUB-TOTAL STAFF BENEFITS @40.27%</b>	<b>50,105</b>	
<b>TOTAL - SECTION A-B - STAFF SALARIES &amp; BENEFITS</b>	<b>174,527</b>	
<b>SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)</b>	<b>174,527</b>	
<b>INDIRECT EXPENSES @ 5.7025%</b>	<b>10,474</b>	
<b>TOTAL PROGRAM COSTS</b>	<b>185,000</b>	



## Exhibit 4 Program Monitoring Policy

is attached hereto and incorporated herein by this reference.



**SUBJECT:** PROGRAM MONITORING

**PURPOSE:** To establish policies and procedures that will guide the Riverside County Economic Development Agency (EDA) Workforce Development Division in conducting effective program monitoring, providing technical assistance to ensure program quality and fiscal integrity, and rendering accurate and comprehensive reports of monitoring activities.

**REFERENCES:**

Workforce Investment Act (WIA) Sections 117(d)(4), 183 and 184(a)(4)

Code of Federal Regulations (CFR) Title 20 Sections: 667.400(c)(1), 667.410, 667.505 and Section 667.510

20 CFR Sections 645.245, 645.250 (a)(1)(2) (3), and Section 645.425(b)(7)

Workforce Investment Act Directive WIAD00-7, April 10, 2001

**SUPERCEDES:** Riverside County EDA Policy and Procedures 93-12, dated October 1, 1993, and Draft Program Monitoring Field Memorandum dated March 8, 2001.

**LOCALLY IMPOSED REQUIREMENTS:** Locally imposed requirements are indicated in *bold, italic* type.

**EFFECTIVE DATE:** January 1, 2003

**BACKGROUND:**

Title IV Part A of the Social Security Act which governs the Provisions of the Welfare-to-Work grants, the Workforce Investment Act and the Code of Federal Regulations, as cited above, require local boards establish policies to monitor service providers on a yearly basis to ensure the following:

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DISTRIBUTION: WDB; SP; ADMIN; PPD; FISCAL; PROG.COMP.; CUST.SERV.

- Compliance with applicable uniform cost principles included in the appropriate Office of Management and Budget (OMB) circulars for the type of entity receiving the funds
  1. OMB Circular A-21 Institutions of higher educations
  2. OMB Circular A-87-State, Local, and Indian tribal governments
  3. OMB Circular A-122-Nonprofit organizations
- Compliance with appropriate uniform administrative requirements for grants and agreements applicable for the type of entity receiving funds as regulated by OMB circulars
- Compliance with Workforce Investment Act (WIA) and applicable federal, state and local regulations
- Tangible positive outcomes at a cost in line with planned expenditure
- Procurement, receipt, and payment for goods and services from vendors comply with OMB Circular A-133 and provisions of the vendor agreements
- Fiscal integrity
- Safe training and working environment for both program participants and staff
- Compliance with contract stipulations and assurances
- Participant eligibility certification and verification
- Compliance with nondiscrimination and equal opportunity in contracts, job training plans and policies and procedures

#### **POLICY:**

EDA Workforce Development Division's (WDD) Program Development staff will monitor Workforce Investment Act and other federally funded training programs in accordance with the mandated provisions and provisions contained herein.

***Service providers will be monitored once a year during the term of the contract. WDD Program Development staff may conduct both a technical assistance visit and a monitoring review of contractual, programmatic and fiscal areas. The technical assistance review may be conducted in preparation for the monitoring review.***

***The monitoring review will provide service providers with an assessment of the contracted programs that will result in, if applicable, improved operations, systems and/or communication.*** The desired result is to enhance program services to the participant by coordination and collaboration with the service provider and other Riverside County EDA WDD units. Specific information to be provided includes:

- Provision of technical assistance regarding contractual, fiscal, and/or programmatic requirements
- Provision of technical assistance review summaries identifying areas requiring follow-up
- Monitoring reports identifying significant areas of noncompliance and recommended, corrective action plans
- Identification of timelines identifying date corrective action plans will be in place.
- Follow-up timelines and information

***The technical assistance and monitoring system shall also make special note and recognition of service provider(s) with effective program performance and best practices.***

## **PROCEDURES:**

### **Scheduling**

Notification of visit and/or reviews will include both a telephone call and a confirmation letter with advisement of date and time of visit. The confirmation letter will be sent to the service provider approximately two weeks prior to the visit identifying the following:

- Date
- Time
- Place of review
- Purpose of review
- Areas and materials to be reviewed
- Documents to be completed by service provider

### **Desk Review**

Prior to the technical assistance or monitoring visit, the Desk Review will be conducted. The Desk Review will consist of a comprehensive review of current program information and reports on file at the EDA Workforce Development Center relating to the service provider's contract and performance.

Review of the contract will be conducted with special attention to language or practices that would be inconsistent with program goals or cause inconsistencies in the field of service. EDA Program Administrator (PA) will cite any discrepancy with the contract and present it to the assigned Program Development (PD) staff. The PA will make recommendations for corrective action that may include one or more of the following actions:

- Contract modification
- Clarification of contract language to ensure consistency in the field
- Revision of the scope of work allowing for consistency in both practice and the contract

The corrective action will be documented in the contract monitoring file, prior to the Technical Assistance Summary or Monitoring Report once the on-site visit has been conducted.

Performance summaries obtained from EDA Management Information Systems staff will be reviewed for planned versus actual performance and compared for consistency and accuracy with data obtained from Program Outcomes Performance report (POP) or from the contractor during the on-site visit.

The Desk Review will also include, but is not limited to, a review of fiscal data, previous monitoring reports, contact information, correspondence and participant files. The data will be analyzed to determine areas of strengths and weaknesses that will be reviewed in the field during the on-site technical assistance and/or monitoring visit. Information obtained as a result of the Desk Review will also assist in focusing and, if necessary, expanding the scope of review in specific areas.

### **On-Site Visit**

The on-site visit will permit Program Development staff to verify or negate data and information obtained from the Desk Review that may lead to identification of areas of non-compliance. The review will be conducted using standard review guides designed to identify strengths and weaknesses. The process and major areas of focus during the on-site review are:

- **Entrance interview**-Staff will conduct an entrance conference with the service provider's program administrator or designee to convey the purpose and focus of the visit and to inform the service provider of specific tasks to be completed during the visit.
- **Evaluation of Performance**-Staff will review and determine the degree of contractual compliance in meeting program performance goals. Staff will also identify the causes in those areas where non-performance is identified.
- **Facility Observation**-A tour of the training site will be conducted to assess the adequacy of the facility as it relates to, but is not limited to, accessibility for disabled, health and safety, comfort, and adequacy of training equipment.
- **Records Review**-Validation of information from the Desk Review will be completed by review of administrative records, contract files, fiscal records, participant files, and other records deemed to be pertinent to the review.
- **Interviews**-Interviews will be conducted with service provider staff, participants and employers to obtain information about program administration, operations, and the quality of the training.
- **Exit Conference/Interview**-An exit conference will be conducted with the service provider's program administrator or designee to discuss results of the monitoring or technical assistance review, identify required corrective actions and offer technical assistance.

### **Review Summaries and Reports**

A technical assistance summary or a monitoring report will be drafted reflecting the analysis of the data and information gathered through the desk review, the technical assistance visit or the on-site monitoring.

### **Technical Assistance Summary**

The technical assistance summary will identify areas needing improvement and provides PD staff and service provider(s) with an opportunity to amend, modify or correct any problem area identified by the PA prior to the monitoring review. These

must occur prior to the monitoring visit. The service provider and/or the PD staff must report the corrective action taken within the designated time frame determined by the PA.

### **Monitoring Report**

The monitoring report will identify areas of non-compliance noted as findings with the required corrective actions. Both the technical assistance summary and the monitoring report will be submitted to the Workforce Development Administrator and/or designee for review and/or signature prior to submission to the service provider.

The service provider will respond and implement corrective action within 30 working days from the receipt of the monitoring report. Service provider's responses to the monitoring report are submitted to EDA Program Development staff to determine if the corrective action is sufficient. Service provider's response will be included as part of the monitoring file.

Should the service provider fail to respond to the monitoring report, the service provider may fall under contract sanctions including, but not limited to, the following:

- Reduction of the contracted budget
- Modifications and/or changes to the scope of work
- Withholding of payments or reimbursements until provision of required documentation or corrective actions has been implemented and reviewed by EDA staff
- Notification of unresolved performance deficiencies and questioned or disallowed costs
- Suspension of program operations or
- Termination of the contract

If the service provider's response is determined to be insufficient to remedy deficiencies, EDA staff will further delineate required action.

### **Follow-Up**

Follow-Up will be conducted following receipt of the monitoring report response to ensure the service providers have initiated appropriate corrective action in the areas noted in the monitoring report and/or technical assistance summary. This may necessitate subsequent on-site visits.

### **Technical Assistance**

Needs identified during the on-site Technical Assistance visit will be addressed and scheduled as soon as possible with the appropriate EDA Program Development staff. Service providers shall be advised technical assistance is available on an ongoing basis.

## Summary/Report Format

### Technical Assistance Summary

The Technical Assistance summary will be completed after the technical assistance visit. The summary will consist of a cover letter and an attached summary outline. This will be submitted to all affected parties and service provider's Program Compliance file.

- The cover letter will identify:
  1. Date of the visit
  2. Contract or program reviewed
  3. Purpose of the Technical Assistance visit
  4. EDA Program Development staff conducting the technical assistance visit
  5. Attached summary outline
  
- The summary outline will identify:
  1. Programmatic areas requiring modification or improvements
  2. Fiscal areas requiring modification or improvements
  3. Corrective action necessary prior to monitoring
  4. Effectiveness of collaboration
  5. Provision of technical assistance provided

### Monitoring Report

The monitoring report shall be submitted to the service provider approximately 30 days after the monitoring review has been completed. The monitoring report will consist of information specific to the program and contract reviewed within the introductory paragraph. The body of the report will identify review results regarding the following:

- Fiscal Management-Evaluation of appropriate actions and documentation of all fiscal matters relating to the contract
- Program Management-Assessment of the overall management of the program and systems. Areas included are, but not limited to, staffing, organizational structure, curriculum, staff qualifications, adherence to the Workforce Investment Act and Riverside County EDA policies, procedures and regulations. The service provider's ability to implement planned services and meet required completion and submission of required paperwork are also assessed.
- Program Performance-Assessment of planned performance or provision of services to date
- Previous Monitoring Findings-Review and status of previous findings, recommendations, and corrective actions from the previous monitoring review, if applicable
- Findings-Areas requiring corrective action or process and a specific date for implementation
- Corrective Actions Required-Corrective actions are stipulated immediately following a finding of obvious or evident violations of law, regulations or policy as well as breaches of contract provisions.
- Recommendations-Included to assist the provider's resolution, performance

- improvement or service enhancement for program participants
- Disclaimer-Because the monitoring is conducted on a sample basis, the report should not be considered a comprehensive assessment of the program factors monitored. It is the responsibility of the service provider to ensure systems, programs, and outcomes comply with Workforce Investment Act law and regulations, the Family Economic Security Act, the American with Disabilities Act and all other applicable state and federal policies. Therefore, deficiencies identified in a subsequent review, such as an audit, would remain the sole responsibility of the service provider

### **Report Response**

Upon receipt of the monitoring report, the service provider has approximately 30 working days in which to respond with corrective action taken or the timeline indicated when corrective action will be completed. Should the monitoring report indicate the contract to be in general compliance, no response is necessary.

### **Sufficient Response Letter**

Once the service provider has submitted a response to the monitoring report, EDA staff will review for sufficient corrective action. Once this has been determined, a letter of sufficient response will be sent to the service provider approximately 30 days of receipt from the monitoring report response. Should it be determined the response was insufficient, then an insufficient response letter will be sent to the service provider, and the response process will be repeated.

Please direct any questions or concerns regarding this Policy and Procedure to the Workforce Development Division's Program Development Manager.

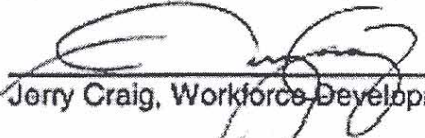
  
\_\_\_\_\_  
Jerry Craig, Workforce Development Administrator  
jc/kl/l/s/sk/ep/jj



Exhibit 5 Workforce Investment Act Internet and Other Resources is attached hereto and incorporated herein by this reference.

## WORKFORCE INVESTMENT ACT INTERNET AND OTHER RESOURCES

Agency/Document	Web Site/Other Reference
Department of Labor Employment Administration	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Employment Development Department	<a href="http://www.edd.cahwnet.gov">www.edd.cahwnet.gov</a>
National Association of Counties	<a href="http://www.naco.org">www.naco.org</a>
National Governor's Association	<a href="http://www.nga.org">www.nga.org</a>
U.S. Chamber of Commerce	<a href="http://www.uschamber.org">www.uschamber.org</a>
Small Business Administration	<a href="http://www.sba.gov/">www.sba.gov/</a>
Federal Debarment List	<a href="http://www.ctdol.state.ct.us/wgwkstnd/wgfeddbbr.htm">http://www.ctdol.state.ct.us/wgwkstnd/wgfeddbbr.htm</a>

## OMB CIRCULARS, RELATED REGULATIONS AND INTERNET RESOURCES

Circulars and Regulations	
<b>Cost Principles</b>	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122	Cost Principles for Non-profit Organizations
<b>Regulations</b>	
48 CFR Part 31	Cost Principles for Commercial Organizations
<b>Administrative Requirements</b>	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
29 CFR Part 97	Uniform Administrative Requirements for State, Local and Indian Tribal Governments (OMB Circular A-102)
<b>Audit Regulations and Requirements</b>	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
<b>Miscellaneous Provisions</b>	
29 CFR Part 93	Department of Labor Lobbying Regulations
29 CFR Part 98	Department of Labor Debarment and Suspension Regulations

Internet Resources	
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	<a href="http://www.nara.gov">http://www.nara.gov</a>
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	<a href="http://www.gao.gov">http://www.gao.gov</a>
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	<a href="http://www.whitehouse.gov/OMB">http://www.whitehouse.gov/OMB</a>
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	<a href="http://www.whitehouse.gov/OMB/html/index2.html">http://www.whitehouse.gov/OMB/html/index2.html</a>
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	<a href="http://www.dol.gov/dol/public/regs/main.htm">http://www.dol.gov/dol/public/regs/main.htm</a>
DOL/OASAM Indirect Cost Rate Determination Guide, Non.	<a href="http://www.dol.gov/dol/oasam/public/programs/guide.htm">http://www.dol.gov/dol/oasam/public/programs/guide.htm</a>
Department of Health and Human Services site for ASMB-10, Implementation Guide for Circular A-87	<a href="http://www.whitehouse.gov/omb/circulars/a087.html">http://www.whitehouse.gov/omb/circulars/a087.html</a>
Federal government-wide financial requirements and information	<a href="http://www.financenet.gov">http://www.financenet.gov</a>
Treasury Department financial information site. Provides links to other financial resource pages	<a href="http://www.fms.treas.gov">http://www.fms.treas.gov</a>
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites.	<a href="http://ignet.gov/ignet">http://ignet.gov/ignet</a>
DOL. Employment and Training Administration (ETA) site.	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Federal Debarment List	<a href="http://www.ctdol.state.ct.us/wgwkstnd/wgfe/ddbr.ht">http://www.ctdol.state.ct.us/wgwkstnd/wgfe/ddbr.ht</a>

Exhibit 6 Resource List for Applicable Laws, Rules and Regulations is attached hereto and incorporated herein by this reference.

## Resource List for Applicable Laws, Rules and Regulations

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

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

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

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

County of Riverside WIA policies as set forth in the Request for Proposal for WIA Youth Program for Period: 10/1/00 – 6/30/02, issued 4/24/00.

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

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

Age Discrimination in Employment Act (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Act is enforced by the Equal Employment Opportunity Commission.

Americans with Disabilities Act (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Act is enforced by the Equal Opportunity Commission.

Anti-Kickback Act (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).

Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:

1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.

2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment

Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color,

ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**Confidentiality Requirements** The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department (s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

**Davis-Bacon Act (1931)** applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.

**Debarment and Suspension Certification:** By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State or local) with commission of any of the offenses enumerated in paragraph 2 above;
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal State or local) terminated for cause of default;
5. When the prospective primary Contractor or sub-contractor where applicable, is unable to certify to the foregoing certification such Contractor or Subcontractor will provide an explanation to the County prior to execution of this Agreement.

**Drug Free Workplace:** By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug free workplace;
  - Any available counseling, rehabilitation and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations
3. Provide, as required by Government Code Section 8355©, that every employee who provides services under this Agreement will:
  - receive a copy of the company's drug-free policy statement; and
  - agree to abide by the terms of the company's statement as a condition of employment.

Employee Polygraph Protection Act (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. The Act is enforced by a private right of action in the federal district courts.

Environmental Protection Regulations under the:

1. Clean Air & Water Act: The Contractor ensures that it complies with all applicable standards, order, or requirements under section 306 of the Clean Air Act (42 U.S. C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
2. Energy Policy and Conservation Act (pub. L. 94-163), County requires Contractor shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.

Executive Order 11246 (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of employment. The Order is enforced by the Office of Federal Compliance Contract Programs of the Department of Labor.

Executive Order 12549 – Government-wide debarment and suspension (non-procurement), and Government-wide requirements for drug free workplace (grants) protects the public interest and conducts business only with responsible persons.

Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.

Family and Medical Leave Act (1993) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.

Hatch Act (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The Act is enforced by the U.S. Office of Special Counsel.

Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.

Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. This Act is enforced by the Office of Labor Management Standards of the Department of Labor.

Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.

- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In accordance with its instruction.
- The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Military Selective Service Act shall be insured by the Secretary that each individual participating in any WtW program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

National Labor Relations Board: The Contractor (if not a public entity), by signing this Agreement, certifies that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.

Older Workers Benefit Protection Act (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.

Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.

Pregnancy Discrimination Act (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity Commission.

Single Audit Act (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.

Title VII of the Civil Rights Act (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. Title VII is enforced by the Equal Employment Opportunity Commission.

Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Act is enforced by the Office of Veterans Employment and Training of the Department of Labor.

Whistleblower Protection Statutes (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

## Exhibit 7 Definitions

is attached hereto and incorporated herein by this reference.

## Definitions

Adult Mentoring	Youth advocacy, instruction and constructive critiquing of youth's academic performance and social behavior provided by a caring adult to challenge youth to attain short-term goals that will ultimately lead to becoming self-sufficient and successful adults.
Apprenticeship	A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
Assessment	An independent and comprehensive evaluation of an individual to identify skills, abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
Basic Skills Deficient	An individual who has English reading, writing, or computing skills at or below the 8 <sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
Basic Skills Training	Remedial training in reading comprehension, math computation, writing, speaking English at a level to function on the job, in the individual's family, or in society, listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8 <sup>th</sup> grade.
Career Planning	Exposure of individuals to various career options, through guest speakers, job shadowing, and learning to use Labor Market Information (LMI), etc.
Classroom Training	Training conducted in a classroom setting designed to train participants in specific skills and/or vocation.
Case Management	The provision of a client-centered approach in service delivery <ul style="list-style-type: none"> <li>• to prepare and coordinate comprehensive service strategies for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies and</li> <li>• to provide job and career counseling during program participation and after job placement.</li> </ul>
Co-enrollment	Participants, 18-21, who simultaneously receive services in both the Youth and the Adult WIA program.
Collaborative	A mutual and well-defined relationship entered into by the Lead Agency and its partners, to achieve common youth service goals. The relationship includes a commitment for mutual relationships and goals; jointly developed structure and shared responsibility; mutual authority and accountability for success; sharing of resources – either financial or non-financial; and, leveraging of funds.
Core Services	Include: recruitment and outreach, comprehensive assessment of academic and occupational skill levels and service needs, development of an Individual Service Strategy (ISS), and intensive case management service.
Credential Attainment	Attainment of a nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalent, post-secondary degree/certificate, recognized skill standards, and licensure or industry-recognized certificates.
Department of Labor (DOL)	Means the U.S. Department of Labor, including its agencies and organizational units.
Designated Region	Means a combination of local areas that are partly or completely in a single labor market area, economic development region, or other appropriate contiguous sub-area of a State, that is designated by the State under WIA.
Foster Youth	A youth aged 14 through 19 years, who is receiving child welfare services through the Department of Public Social Services.
Guidance and Counseling	A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.

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Indirect Cost Rate	The rate a contractor may charge the contract for indirect costs that is approved by a cognizant federal agency.
Individual Service Strategy (ISS)	A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.
Intermediary	An entity or organization which brokers and supports relationships between schools and employers to provide students with real work experience. These agencies may recruit employers for schools, match youth with work-based learning opportunities, provide technical assistance to teachers, employers, parents or other stakeholders and help students connect what they are learning on the job with classroom activities. Intermediary organizations may include, but are not limited to non-profit organizations, chambers of commerce, workforce development or employment entities, or schools.
Leadership Development Opportunities	Activities that foster positive social behavior, decision making, teamwork and other activities, including: a) exposure to post-secondary educational opportunities b) community and service learning projects c) peer-centered activities, including peer mentoring and tutoring d) organizational and teamwork training, including team leadership training e) training in decision-making, including setting priorities f) citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.
Literacy	The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.
Low Income Individual	An individual who: a) receives, or is a member of a family that receives, cash payments under a federal, state, or local income-based public assistance program b) received an income, in relation to family size, that does not exceed the higher of (1) the poverty line, for an equivalent period; or (2) 70 percent of the lower living standard income level, for an equivalent period; c) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.); d) qualified as a homeless individual; e) is a foster child; f) is an individual with a disability whose own income meets the requirements of a program described in a) or b) but who is a member of a family whose income does not meet such requirements.
Memorandum of Collaborative	An agreement developed and executed between the Contractor and collaborative partners in relation to the operational management of a WIA Youth Program Collaborative.

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Occupational Skills Goal	Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by a certain occupational field at entry, intermediate or advanced level.
Occupational Skills Training	Training that includes apprenticeship programs and/or training opportunities in local growth industries.
Offender	Any juvenile: a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
Outcome	Documented effect or impact of a service or intervention upon a youth.
Out-of-School Youth	Out-of-school youth means: a) an eligible youth who is a school dropout; or b) an eligible youth that has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
Participant	An individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services) under a program authorized by this title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIA Title I.
Partnership	See "Collaborative"
Performance Measures	Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIA contractors.
Pre-employment/ Work Maturity Skills	The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
Program Activities	Direct or indirect services provided by a Contractor, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
Program Exit	The term "exit" is being used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exitors" within a particular quarter and are looked at together for performance measurement purposes. There are two ways to determine <u>exit</u> during a quarter: a) a participant who has a date of case closure, completion or known exit from WIA or non-WIA funded partner service within the quarter, or b) a participant who does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services.
School Dropout	A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
School-to-Career	A method of teaching to prepare students for college and the job market, by academic studies integration with real-world applications and work-based learning experiences. Work-based learning may include job shadowing, internships or participation in school-based business enterprises.
Sub-contract	A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
Supportive Services	Supportive services for youth may include the following: a) linkages to community services; b) assistance with transportation costs; c) assistance with child care and dependent care costs; d) assistance with housing costs; e) referrals to medical services; and f) assistance with uniforms or other appropriate work attire and work-related

	tool costs, including such items as eyeglasses and protective eye gear. [ (WIA sec. 129©(2)(G) ]
The Secretary's Commission on Achieving Necessary Skills (SCANS)	The Secretary's Commission on Achieving Necessary Skills (SCANS), incorporates competencies, foundation skills and personal qualities that are needed for solid job performance. For more information, visit: <a href="http://WWW.SCANS.JHU.EDU">WWW.SCANS.JHU.EDU</a> .
Unemployed	Means an individual who is without a job AND who wants AND is available for work.
WIA Local Area	Local workforce investment areas within the state that take into consideration: <ol style="list-style-type: none"> <li>a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;</li> <li>b) extent to which such local areas are consistent with labor market areas;</li> <li>c) distance that individuals will need to travel to receive services;</li> <li>d) resources of such local areas that are available to effectively administer the activities carried out under WIA.</li> </ol>
WIA Youth Eligibility Requirements	A Riverside County resident who is <ol style="list-style-type: none"> <li>a) not less than age 14 and not more than age 21;</li> <li>b) who is a low-income individual;</li> <li>c) who is one or more of the following:           <ol style="list-style-type: none"> <li>(i) deficient in basic literacy skills</li> <li>(ii) a school dropout</li> <li>(iii) homeless, a runaway, or a foster child</li> <li>(iv) pregnant or a parent</li> <li>(v) an offender</li> <li>(vi) an individual who requires additional assistance to complete an educational program, or to secure and hold employment.</li> </ol> </li> </ol>
Work Experience	Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements.
Work Readiness Skills Goal	Includes world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques. They also encompass survival/daily living skills such as using the telephone, telling time, shopping, renting an apartment, opening a bank account and using public transportation, et al.
Youth Opportunity Center	A safe, comfortable youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

## Exhibit 8 Board of Supervisors Policy

is attached hereto and incorporated herein by this reference.

**COUNTY OF RIVERSIDE, CALIFORNIA**  
**BOARD OF SUPERVISORS POLICY**

Subject:	<u>Policy</u> <u>Number</u>	<u>Page</u>
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	<b>D-1</b>	<b>1 of 6</b>

**1. Scope**

It is the purpose of this policy to establish procedures and standards for reimbursement of necessary and actual expenses incurred by county officers, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because of performance of official county business. For the purposes of this policy, elected officials shall be considered department heads. Each department head is charged with the responsibility of authorizing, including determining the necessity for and method of travel, trips, and other necessary expenses which do not specifically require authorization by the Board of Supervisors or the County Executive Officer, with due regard for minimizing costs .

A department head may be held personally liable for any costs incurred by members of his/her department if the department head has authorized the travel, but such travel is not permitted by these regulations or the manager is negligent in exercising prudent control. The Auditor-Controller shall refer to the County Executive Officer any reimbursement claim that is considered to be not in conformance with this policy. The County Executive Officer shall have the authority to approve the payment of the claim if there is lack of certainty regarding the application of the policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the County Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance upon, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business. Reimbursement for such expenses is subject to the provisions of this policy and Government Code sections 53232.2 and 53232.3.

Members of county legislative bodies may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties for the legislative body. Reimbursement for such expenses is subject to the provision of this policy and Government code sections 53232.2 and 53232.3. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

1. Communicating with representatives of regional, state and national government on county adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state, and national organizations whose activities affect the county's interests;
4. Attending county events;
5. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
6. Attending meetings for which a meeting stipend is expressly authorized.



**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

Subject:	Policy Number	Page
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	2 of 6

All expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisor is required to make a public report (see section 12)

**2. Lodging**

Actual cost for lodging, not to exceed \$159 inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities (e.g., San Francisco, New York, Washington D.C.) actual cost not to exceed \$239 is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head with employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of the booking.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except a multiple occupancy rate may be claimed when county employees share, when appropriate, a room.

Extended lodging may be approved if the cost of extended lodging is less than return travel expenses without the extended stay

**3. Meal Expenses**

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **that requires an overnight stay away from home.**

- a. The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. The maximum reimbursement for meals in high cost cities is \$15, \$20, and \$30 for breakfast, lunch and dinner respectively, inclusive of taxes and tip
- b. An employee reimbursement claim is based on actual (not to exceed maximum) cost. Meal maximums may not be aggregated to create a daily maximum.
- c. Reimbursement for meals may exceed the maximum amounts for breakfast, lunch, dinner, or banquet only if the meal is organized by a non-county entity where the established price of the meal usually includes facility, speaker, or other costs. A written statement explaining the necessity for incurring such expense and documentation (e.g. flyer or brochure) must be submitted with an employee reimbursement claim.

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

Subject:	Policy Number	Page
REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES	D-1	3 of 6

- d. Where the cost of a meal is included as part of a registration charge or fee, no employee reimbursement may be claimed for that meal.
- e. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for lunch shall be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for a person to provide their own meal (e.g. when attending a non-county sponsored conference, non-county sponsored training course, or other special situations which may be considered on a case-by-case basis). Travel to a temporary worksite does not qualify for meal reimbursement.
- f. No reimbursement shall be made for alcoholic beverages of any kind.

**4. Public Transportation**

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. The county's designated travel agent should be used for booking air transportation or rental cars. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Coach class airfares should be used if such seating is available. Government and group rates must be used when available. County group purchased air coupons should be used if available. Flight insurance is covered in Policy D-5. Claims for payment or employee reimbursement shall be accompanied by a receipt or other voucher for common carrier expense.

**5. Rental Cars**

If available, a county issued corporate rental vehicle card shall be used for all travel requiring the use of a rental vehicle. Government and group rates must be used when available. Actual costs evidenced by a receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts obtained for the purchase of tax for the rental vehicle.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), since the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3530 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. Complete County of Riverside, "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

**6. Private Automobile**

Reimbursement for use of a private vehicle shall be allowed upon authorization of the Department Head, County Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is to be the same rate as the Internal Revenue

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

Subject:

Policy  
Number Page

REIMBURSEMENT FOR GENERAL TRAVEL AND  
OTHER ACTUAL AND NECESSARY EXPENSES

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Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such rate.

If an employee is required to use his/her personal vehicle while in the course and scope of his/her employment, the employee must, prior to using said vehicle, do the following:

- A. Complete County of Riverside "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use his/her personal vehicle which must be approved by the department head. County shall confirm that each employee with an approved Form 30 has a valid driver's license.
- B. Insure the vehicle to the minimum limits required by the State of California, or if registered/licensed out of state, equal to or greater than the limits required by the State of California. In addition, employees must have their policies of automobile liability insurance endorsed to reflect business use. Such insurance must be maintained at all times while employed in a position where it is required or may be required to use a personal vehicle while in the course and scope of employment. In the event of an incident or accident, the county does not assume responsibility for any physical damage to an employee's personal vehicle.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of County business is expressly prohibited, with the exception of the Sheriff's Department sworn personnel.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare plus related subsistence and surface common carrier expenses. Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Complete County of Riverside, "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

**7. Private Aircraft**

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

**8. Miscellaneous Expenses**

Miscellaneous expenses, including charges for business telephone calls, fax service, e-mail services, telegrams, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed.

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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A satisfactory explanation of the circumstances may be required for expenditures that are large or unusual. An employee reimbursement for actual miscellaneous expenses, except for telephone, fax, e-mail services, and telegrams, shall be accompanied by an original receipt or other original voucher. Personal telephone calls shall not be reimbursed.

**9. Special Provisions for County Employees on Indefinite Assignments**

When approved by the department head and County Executive Officer, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter model compensation:

Meals:	\$50.00 per day or portion thereof in travel status
Lodging:	\$1,500 per month (prorated at \$50.00 per day)
Transportation Allowance:	\$600 per month (Parking, Car Rental, etc):

Under the commuter model, no receipts or records are required by the County. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if assignment is expected to exceed one year. The "commuter model compensation" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

- C. Relocation model – reimbursement for relocation expenses pursuant to existing county policy of up to 15% of current pay or \$7,500, whichever is greater. Employees who fail to complete at least 18 months of indefinite assignment, will be required to repay the County based on the following schedule:
  - 1. Termination within twelve (12) months of hire date 100% of paid relocation expenses.
  - 2. Termination after twelve (12) months from hire date, but less than eighteen (18) months, pro-rata percentage of paid relocation expenses (calculated at month end):
    - a. Twelve (12) Months – 86% of paid relocation expenses
    - b. Thirteen (13) Months – 72% of paid relocation expenses
    - c. Fourteen (14) Months – 58% of paid relocation expenses
    - d. Fifteen (15) Months – 44% of paid relocation expenses
    - e. Sixteen (16) Months – 30% of paid relocation expenses
    - f. Seventeen (17) Months – 16% of paid relocation expenses
  - 3. No repayment is required after eighteen (18) months of employment (19<sup>th</sup> month of employment).

**COUNTY OF RIVERSIDE, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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**10. Travel Authorization**

Reimbursement for travel expenses require prior authorization as follows, unless approved by the Board of Supervisors in the departmental budget:

**A. By County Executive Officer:**

All travel wherein the estimated total cost (including transportation, lodging, and meals) is \$1,000 or more per person.

**B. By Department Head:**

All travel wherein the estimated total cost (including transportation, lodging and meals) is less than \$1,000 per person.

**11. Use of Claim Form**

Employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, normally no later than the end of the month following that in which the travel and/or other necessary expenses occurred. Commuter model compensation and relocation model compensation will be processed as additional pay, and no other form will be required. Receipts are required for reimbursement of any amount. All claim forms and associated documents related to reimbursable county expenditures are considered public records, which are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}.

**12. Reports**

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

**13. Penalties**

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in government Code section 53232.4.

**Reference:**

Minute Order dated 01/21/1975  
Minute Order 3.3 of 04/29/1997  
Minute Order 3.3 of 10/16/2001  
Minute Order 3.8 of 04/08/2003  
Minute Order 3.7b of 05/02/2006

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS

Report No.: V-A-6-c

Date: October 16, 2007

Subject: Subcontract with California Manufacturing Technology Consulting (CMTC)

Background: Presented for the Board's review and consideration is a subcontract between Riverside Community College District and California Manufacturing Technology Consulting (CMTC) that enables the District to continue to provide contract training for community businesses. Training can include the following areas: continuous improvement, manufacturing skills, management skills, business skills, computer skills, literacy skills, and hazardous materials. Riverside Community College District will invoice CMTC for any training services provided and expenses up to \$100,000.00. The term of the subcontract is October 17, 2007 through April 1, 2008. Funding source: Employment Training Panel Grant.

Recommended Action: It is recommended that the Board of Trustees approve the subcontract, from October 17, 2007 through April 1, 2008, for up to \$100,000.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the subcontract.

James L. Buysse  
Interim Chancellor

Prepared by: John Tillquist  
Dean, Technology and Economic Development

**SUBCONTRACTOR AGREEMENT**  
Related to CMTC 7 / ETP Contract ET06-0280

1. Parties and Term: The Agreement is by and between California Manufacturing Technology Consulting (hereafter CMTC or Contractor) and Riverside Community College District (hereafter Subcontractor). The term of the agreement shall be from October 17, 2007 through April 1, 2008.
2. Performance: All performance for ETP-funded services under this Agreement shall be performed within the term of the CMTC ETP Agreement (04/05/06 through 04/04/08).
3. Consideration: CMTC shall reimburse Subcontractor in an amount not to exceed \$100,000.00 and determined by actual performance for services rendered. The terms and conditions for earning funds under this Agreement and the payment of funds are contained in Payment Terms.
4. Termination: Either party may terminate the Agreement by giving written notice to the other party at least thirty-days (30) prior to the effective termination date.
5. Payment Terms: All payments to the Subcontractor shall be made as set forth in the CMTC Purchase Order issued for each training engagement. CMTC shall issue payment to the Subcontractor within thirty-days (30) after receipt of invoice from Subcontractor. All payments to the Subcontractor shall be performance-based and final payments for services rendered under this Subcontract shall not be earned until Subcontractor has delivered 100% of the training and CMTC has received completed ETP Rosters.
6. Indemnification/Hold Harmless: During the term of this Agreement, the parties shall defend, indemnify and hold the other, its trustees, officers, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from the negligent or willful acts or omissions of their trustees, officers, agents, students and employees, arising out, or in any way related to, the performance of this Agreement.
7. Employment Training Panel:
  - (a) The Employment Training Panel (ETP) is not a party to this Agreement nor is Subcontractor a beneficiary in any way under the ETP Agreement. ETP is not obligated in any manner for any liability that may arise out of this Agreement. No third party relationship is intended or created with ETP under this Agreement.
  - (b) Subcontractor agrees that ETP has the right, during normal business hours, to examine or audit any and all records, books, papers and documents related to the delivery of services under this Agreement to the extent ETP deems necessary. This disclosure provision shall survive termination of this Agreement.

- (c) Subcontractor agrees that ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the Subcontractor's presence. In particular, Subcontractor agrees that ETP has the right to interview trainees, trainers and training personnel.
- (d) Subcontractor agrees to maintain all records and other writings that pertain to the delivery of services under this Agreement for a period of no less than four (4) years from termination of the ETP Agreement, or three (3) years from fiscal closeout of final invoicing under the ETP Agreement, whichever is later. This recordkeeping provision shall survive termination of this Agreement
- (e) This Agreement shall be governed by the laws of the State of California. If litigation, arbitration or other proceedings arise in connection with this Agreement, the exclusive venue and place of jurisdiction is the County of Sacramento in the State of California. This governing law provision shall survive termination of this Agreement.
- (f) In the event of any conflict or inconsistency between the terms of this Agreement and the ETP Agreement, the latter shall govern and prevail.

This agreement sets forth the entire agreement between CMTC and Subcontractor and any modifications must be in the form of a written amendment.

Approved for Subcontractor:

Approved for Contractor:

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

Aaron S. Brown  
\_\_\_\_\_  
(Type Name)

Interim Vice Chancellor  
\_\_\_\_\_  
(Title)

(951) 222-8779  
\_\_\_\_\_  
(Telephone)

Riverside Community College District  
\_\_\_\_\_  
(Organization)

4800 Magnolia Avenue  
\_\_\_\_\_  
(Street Address)

Riverside, CA 92506  
\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Signature

09/06/04  
\_\_\_\_\_  
Date

Cheryl Slobodian  
\_\_\_\_\_  
(Type Name)

Director, Operations Support  
\_\_\_\_\_  
(Title)

(310) 263-3017  
\_\_\_\_\_  
(Telephone)

California Manufacturing Technology Consulting  
\_\_\_\_\_  
(Organization)

690 Knox Street Suite 200  
\_\_\_\_\_  
(Street Address)

Torrance, CA 90502  
\_\_\_\_\_  
(City, State, Zip)



### Exhibit A

- A. Contractor shall issue payment to the Subcontractor within thirty (30) days after receipt of invoice from the Subcontractor.
- B. Consideration is earned only if Subcontractor fully performs under the terms and conditions of the Agreement. To qualify for payment under the Agreement, each trainee shall receive the number of training hours listed in Exhibit A Chart 1 – Training Plan to the ETP Agreement.

Classroom and Laboratory training: Training is for the type of training listed in the ETP Agreement: Continuous Improvement, Manufacturing Skills, Management Skills, Business Skills, Computer Skills, Literacy Skills, Hazardous Materials. Training Materials shall be provided by Subcontractor.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE

Report No.: V-A-6-d

Date: October 16, 2007

Subject: Amendment to the Agreement with the Regents of the University of California

Background: Presented for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and the Regents of the University of California to provide additional funding. Through this amendment, Riverside Community College District has received additional funding for the 2007-2008 University of California, Riverside's Copernicus Project in the amount of \$92,000.00. The funds will be used to increase the number of students in the project thus increasing the number interested in teaching science and improving the quality of teachers in science fields. The original agreement was approved by the Board on March 13, 2005. The term of the amendment is October 1, 2007 through September 30, 2008. Funding source: Regents of the University of California.

Recommended Action: It is recommended that the Board of Trustees approve the amendment, for October 1, 2007 through September 30, 2008, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the amendment.

James L. Buysse  
Interim Chancellor

Prepared by: Ola M. Jackson  
Associate Dean, Teacher Preparation and Education Programs

Amendment No. 04

Subaward No. S-00093

between

The Regents of the University of California  
and  
Riverside Community College District

This Amendment, effective as of the last date signed, amends the above referenced Agreement as follows:

III Period of Performance

The period of performance shall be performed during the period October 1, 2007 through September 30, 2008.

V Cost

This Subaward is increased by \$92,000 for a total subaward amount not to exceed \$381,711.

XVIII Cost Sharing

RCCD has agreed to provide cost share to this project in the amount of \$30,000 for a cumulative amount of \$124,113.

All other terms and conditions of the Subaward remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Subward Amendment to be executed by their duly authorized representatives as of the last date and year written below:

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_

By: C. Jeanne Reyes

Name: Aaron S. Brown  
Title: Interim Vice Chancellor

Name: C. Jeanne Reyes  
Title: Sr. Contract & Grant Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110. Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary

covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a

prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

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#### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT PR/AWARD NUMBER AND/OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT SERVICES

Report No.: V-A-7-a

Date: October 16, 2007

Subject: Health Services Fee

Background: In compliance with Board Policy 5030, the district is able to charge the maximum allowable fee approved by the State Chancellor's office, in accordance with Education Code 76355, unless otherwise indicated by the periodic financial activity review or directed by the Board of Trustees. Any changes in the allowable fee will be reported to the Board of Trustees and Associated Student Body government prior to implementation. Education Code 76355 allows the district the option of increasing the student health services fee by the same percentage as the increase in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services. The System Chancellor's office monitors this and whenever that calculation produces an increase of one dollar above the existing maximum fee, the Chancellor notifies the colleges that they may increase the fee by \$1.00. This occurred in 2006 and 2007. Accordingly, beginning with winter 2008, fees for both winter and summer will be \$13.00 and the fee for fall and spring terms will be \$16.00.

This increase was discussed with the Student Senate last April, but was too late for inclusion in the fall class schedule and will therefore be implemented for the winter 2008 intersession. This increase will allow for a full time nurse on the Norco and Moreno Valley campuses and expanded services on the Riverside campus in the evening.

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Renee Kimberling  
District Director, Health Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: October 16, 2007

Subject: Approval of Agreement with Citizens Business Bank for Banking Services

Background: In 1993, the Board approved an agreement with Citizens Business Bank (CBB) to provide banking services for the District and Foundation including: 1) daily cash and coin deposits; 2) credit card processing for swiped, non-swiped, e-commerce and batch refund transactions; 3) wire transfers and electronic fund transfers; 4) coin and currency change service; 5) courier service; 6) student financial aid positive pay and direct deposits; and 7) online banking services. During the intervening years, CBB has consistently provided excellent banking services to meet the needs of our growing District. The District initiated a Request for Proposal (RFP) process to ensure that the District continues to receive up to date banking services consistent with current banking trends and technologies at the most competitive rates.

The District's cash handling and banking processes are complex and involve a high volume of transactions. Financial institutions must be able to: offer an array of banking services; process a large number of transactions in a seamless and timely manner; and provide exceptional customer service. In addition, they must have local branches so that financial aid students who do not maintain their own checking accounts are able to cash their financial aid checks. The District issues as many as 4,000 checks and processes in excess of 12,000 credit card transactions per month during peak registration periods. The District maintains the following bank accounts: clearing accounts, and credit card transaction accounts for the District, Cafeteria, Foundation, Community Education, and Theater operations; ASRCC accounts; State and Federal student financial aid accounts; the District's revolving fund account; and the workers compensation self-insurance account.

The RFP was advertised in July. Proposals were solicited from fourteen financial institutions, all of whom had local branches. The District received proposals from City National Bank (CNB), Union Bank of California (UBOC), and Citizens Business Bank (CBB). Staff reviewed the proposals, and ranked each based on multiple criteria including: credit card processing fees, bank analysis fees, and services offered. Each bank offered the required services specified in the RFP but, overall, CBB's proposed fees were lower than CNB and UBOC. The term of the agreement would begin October 17, 2007, contingent upon Board approval, and would continue until terminated by either party, with or without cause, by giving at least sixty (60) days written notice prior to the termination date.

Based on a thorough analysis of the proposals including the criteria ranking results and fee structure, staff recommends Citizens Business Bank to provide banking services for the District and Foundation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: October 16, 2007

Subject: Approval of Agreement with Citizens Business Bank for Banking Services  
(continued)

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Citizens Business Bank to provide banking services for the District and Foundation, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse  
Interim Chancellor

Prepared by: Patricia A. Braymer  
Interim Associate Vice Chancellor, Finance

Bill J. Bogle, Jr.  
District Controller



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### BANKING SERVICES AGREEMENT

THIS AGREEMENT is entered into this 17<sup>th</sup> day of October, 2007, by and between the Riverside Community College District, hereinafter referred to as "District," and Citizens Business Bank, hereinafter referred to as "Bank." The District and Bank hereby agree as follows:

1. The Bank represents that it is qualified by training, experience, education and demonstrated ability to provide the services as described in the attached Request for Proposal (RFP) and subject to the terms of this Agreement.
2. The Bank agrees to provide the services as specified in the attached RFP and in accordance with the provisions, terms and conditions of this Agreement.
3. It is agreed that the District is relying on the professional services of the Bank and upon its technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.
4. The Bank shall acquire and provide any supplies needed for the conduct of the services described in the attached RFP at the cost of the District.
5. The Bank agrees to not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Agreement and to comply with the provisions of the State Fair Employment Practices as set forth in the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; and all administrative rules and regulations issued pursuant to such acts and codes.
6. The Bank shall not assign, contract, sublet, or transfer any of its duties and responsibilities under this agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.
7. The Bank expressly agrees to not undertake any conflicting duties to others, with or without compensation, which could in any way compromise its responsibility to the District.
8. The Bank shall not disclose to others any confidential information gained from this relationship without prior, written permission from the District. The Bank shall not seek to use its position, the information gained thereby, or any other aspect of the project or its relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### BANKING SERVICES AGREEMENT

9. The Bank is an Independent Contractor and shall act in an independent capacity and not as an agent, employee, partner, or joint venture of the District. As such, the Bank and/or Bank's employees or agents are not employees of the District and are not entitled to any of the rights, benefits, or privileges of the District employees including, but not limited to medical or Workers' compensation insurance. It is understood that the Bank is responsible for its actions and that it shall not be construed to be an employee or servant of the District regardless of the nature and extent of the acts performed by the Bank. Therefore, since the Bank has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance by the Bank pursuant to this Agreement.
10. The Bank shall hold the District, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims, for damage for personal injury, including death, as well as claims for property damage which may arise from the Bank's operations under this Agreement, whether such operations be by the Bank or by any one or more persons directly or indirectly employed by or acting as agent(s) for the Bank. The Bank shall defend the District and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the Bank's operations, activities, or transactions.
11. The District agrees to pay the Bank a fee, together with such other payments and reimbursements as are applicable and authorized, in accordance with provisions of the attached RFP.
12. No oral agreement or conversation with any officer, agent, student, or employee of the district, either before or after execution of this Agreement, shall affect or modify any of the terms or obligations contained in the Agreement or the attached RFP.
13. This Agreement shall be construed in accordance with the laws of the State of California and the Courts of California shall have sole jurisdiction herein unless the matter in dispute is, by mutual written agreement of the parties, decided to be referred to arbitration.
14. Should any litigation be commenced between the parties hereto, or their personal representatives, concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### BANKING SERVICES AGREEMENT

15. This Agreement is effective as of the date first written above. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time, with or without cause, by either party giving written notice to the other. Such termination shall be by written notification to the other party of intention to terminate sent by registered mail at least sixty (60) days prior to the termination date.
16. In the event of such termination, the Bank shall be paid for authorized services actually rendered hereunder up to the date of the termination of this Agreement.
17. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.
18. All parties involved in the execution of this Agreement represent that they are duly authorized to do so.
19. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, executors, permitted successors, heirs, or assigns.
20. This Agreement is subject to amendment only upon the unanimous consent of the signatories and any amendment must be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

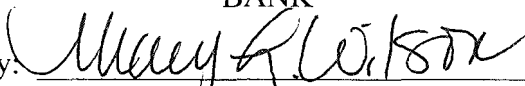
DISTRICT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Aaron S. Brown  
Printed Name

\_\_\_\_\_  
Interim Vice Chancellor,  
Administration and Finance  
Title

BANK

By:  \_\_\_\_\_  
Signature

\_\_\_\_\_  
Mary L. Wilson  
Printed Name

\_\_\_\_\_  
Vice President / Relationship Manager  
Title

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: October 16, 2007

Subject: 2007-2008 Budget – Public Hearing and Budget Adoption

Background: Attached for the Board's review is a copy of the proposed final budget for the 2007-2008 fiscal year. The Board of Trustees will consider any comments or questions that may arise during the public hearing on the College District's 2007-2008 Budget at the October 16, 2007, meeting and will then consider adoption of the Budget. The 2007-2008 Budget proposal was previously discussed by the Board's Resources Committee.

Recommended Action: It is recommended that the Board of Trustees adopt the attached 2007-2008 Budget for the Riverside Community College District.

James L. Buysse  
Interim Chancellor

Prepared by: Aaron S. Brown  
Interim Vice Chancellor,  
Administration & Finance

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**FINAL BUDGET**

**Fiscal Year 2007-2008**

## *INTRODUCTION*

The budget is an essential management tool that links an organization's goals and strategic intent with its current year objectives. Additionally, it provides a framework within which an organization's performance vis-à-vis its stated goals and objectives can be evaluated, and it establishes criteria for the allocation and expenditure of those funds available for current operations.

The 2007-2008 budget for the Riverside Community College District serves as its financial plan, and more importantly, it represents a dollars and cents formulation of the District's educational plan for the fiscal year July 1, 2007 – June 30, 2008. Thus, the accompanying budget provides a basis for consideration of the resource requirements and spending patterns associated with the District's educational objectives for this fiscal year.

## ***THE COLLEGE DISTRICT***

Riverside Community College was founded in 1916 in response to a general petition of the electors under provisions of the State Code allowing for the creation of extended secondary programs in existing school districts. Initially, the College was affiliated with the Riverside Polytechnic High School District and served students from that district. On July 1, 1964, formal affiliation with the Riverside Unified School District was terminated by the electors through the creation of a separate community college district under the direction of an independent community college Board of Trustees. The legal entity which operates the College is officially known as the Riverside Community College District and encompasses the Alvord, Corona/Norco, Jurupa, Moreno Valley, Riverside and Val Verde Unified School Districts.

Sensitive to community needs since its inception, Riverside Community College District provides a variety of enriching educational opportunities to the citizens it serves. The College is academically, economically, physically and readily accessible to the broadest possible spectrum of its potential student body through optimum use of its resources. In recognition of diverse student needs, the College seeks to contribute to the intellectual, cultural, social and economic welfare of the communities it serves by enabling students to develop their potential as free, creative and skillful individuals.

### ***DISTRICT'S MISSION STATEMENT***

The Riverside Community College District is an accessible, comprehensive community college committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The District provides transfer programs paralleling the first two years of university offerings, pre-professional, career preparation, occupational and technical programs leading to the associate of arts degree, the associate of science degree, and a variety of certificates. In the tradition of general education, the liberal arts and sciences and the occupational and technical programs and courses prepare students for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides pre-college, tutorial, and supplemental instruction for under-prepared students. The District works in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves. The District serves Western Riverside County from three interrelated campuses in the cities of Riverside, Norco and Moreno Valley.

## ***DISTRICT VISION, VALUES AND GOALS***

Our vision is to be a leader among community colleges, highly regarded for commitment to learners, respected for excellence in teaching, and recognized as responsive to the communities we serve. Underlying this vision are our values which are expressed in four distinct areas: student centeredness, teaching excellence, learning environment and tradition. Our long-range goals, as approved by the Board of Trustees, are as follows:

- Improve student retention and success by strengthening certificate, degree, and transfer programs and by establishing new programs and course sequences that lead students to opportunities for transfer education and career preparation.
- Ensure that the resources of the college support an effective learning process and assure accountability by measuring and reporting on institutional effectiveness.
- Utilize advances in information technologies to improve the effectiveness of instruction, services and administration.
- Improve the district's capability for economic development and community services by strengthening partnerships with other educational institutions, business, labor, and government to enhance "seamless" educational opportunity and continuity for students.
- Tailor programs and services to meet the needs of the students and communities served by the three-campus district.
- Increase the district's college-going rate by reaching out to underrepresented and underserved populations and designing programs, services, and approaches relevant to the diverse segments of the community.



## ***CAMPUS MISSION STATEMENTS***

### **MORENO VALLEY**

Responsive to the educational needs of its region, Moreno Valley College offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially, in health and public service preparation.

### **NORCO**

Norco College, located in western Riverside county, provides a range of high quality educational programs, services, and learning environments that meet the needs of a diverse community. We equip our students with the academic and technological skills to attain their goals in higher, occupational, and continuing education, workforce development, and personal enrichment while they achieve established learning outcomes. Norco College fosters the development of technological programs to meet the needs of the growing business community. As a continuing process, we listen to our community and respond to its needs while engaging in self-examination and ongoing dialogue, planning, and improvement.

### **RIVERSIDE**

Riverside City College empowers a diverse community of learners toward individual achievement, success and lifelong learning by providing comprehensive services and innovative educational opportunities.

## ***FISCAL 2007-08***

In 2007-08, the College District will continue to direct special attention towards its evolution from a multi-campus college to a three college district and eagerly await the campus accreditation visits in the fall of 2007. Further, through our strategic planning process, we will continue to explore new modes of instruction, the innovative use of technology to enhance and increase services to students and new venues for expanding services to a rapidly growing and increasingly diversified population in Western Riverside County. We will also continue integrating financial and facilities planning with campus-based strategic planning efforts. Additionally, we will continue to work on scheduling classes in a manner that best serves the needs of our students while emphasizing increased efficiency in providing those services. Finally, we shall do all of this while concurrently maintaining the regular administrative calendar to ensure that daily responsibilities are properly met.

## ***STATE BUDGET OVERVIEW***

The FY 2007-08 State budget for the California Community Colleges (see EXHIBIT A) provides for a 5% increase over the ongoing appropriation contained in the FY 2006-07 State Budget Act. Given the State's fiscal challenges, the '07-08 budget must thus be seen as positive. Furthermore, the share of Prop 98 funds dedicated to the community colleges stands at 10.90% ... up from 10.70% last year, 10.46% in fiscal '06 and 10.19% in fiscal '05. The System's budget request was funded at the 45% level.

Once again at P2 ... the State Chancellor's Second Principal Apportionment Report ... all credit FTES enrollments were funded (see EXHIBIT B). While it is uncertain whether individual community college districts are in decline, have stabilized, or are growing, there are indications that Systemwide community college enrollments may be stabilizing somewhat. The overall level of stability FTES has declined significantly over '06 levels, indicating a leveling off of the recently experienced system decline. This represents a shift in recent enrollment experience that occurred, at least in part, as a result of the substantial increases in the per unit enrollment fee in recent years and the availability of employment resulting from an expanding and vibrant economy. Although the effect of these factors appear to be diminishing it is likely that enrollment growth funding will remain a substantial issue in the next couple of budget cycles.

Other State Budget highlights include:

- A COLA of 4.53% (\$263.3 million)
- Enrollment Fee Reduction backfill (\$26/unit to \$20/unit) (\$33.2 million)
- 2.0% enrollment growth (\$107.5 million)
- One-time funding for instructional equipment/facilities maintenance (\$8.08 million)

Subsequent to passage of the State Budget Act for 2007-08, the legislature has passed and the Governor has signed AB194 appropriating \$33.1 million for support of the Basic Skills Initiative that was previously set-aside in the Budget Act.

## EXHIBIT A

**2007-08 System Budget Request and Budget Act**  
**Comparison of Recommended Funding Increases Over 2006-07**  
**(Ongoing Proposition 98 only)**  
*Dollars in Thousands*

	<b>SYSTEM BUDGET</b>	<b>BUDGET ACT</b>
<b>College Awareness and Access</b>		
Fee reduction backfill	\$40,000	\$33,245
COLA (4.53% at Budget Act)	298,000	263,340
Growth (2% at Budget Act)	170,000	107,532 <sup>a</sup>
Apportionment base reduction		-80,000
Career Development and College Preparation Instruction	30,000	
COLA and growth for CalWORKs, Financial Aid	5,635	
Administration, and Foster Care Education/Training		
Student services allocations for newly accredited colleges	873	
 <b>Student Success and Readiness</b>		
Basic Skills Initiative	(33,100)	(33,100) <sup>b</sup>
Matriculation restoration	14,000	
Part-Time Faculty Office Hours/Health Insurance	12,000	
Increase Full-Time Faculty Positions	45,000	
Compensation Equity for Part-Time Faculty	50,000	
Special Services for CalWORKs students	9,000	
Mathematics Engineering Science Achievement (MESA)	2,200	
EOPS Book Grants		1,900
 <b>Partnerships for Economic and Workforce Development</b>		
Governor's Career Technical Education Initiative (SB 70)	(32,000)	(32,000) <sup>c</sup>
Economic Development – regional clearinghouses	2,000	
Nursing attrition reduction		5,214
 <b>System Effectiveness</b>		
Academic Senate - COLA	23	
Technology items	14,300	
Professional and staff development	10,000	
 <b>Resource Development</b>		
Fiscal Crisis Management Assistance Team (FCMAT)	570	570
Reimbursement of state mandates	16,000	
Technical adjustments		-3,602
<b>TOTALS</b>	<b>\$710,601</b>	<b>\$318,199</b>

a/ Total includes \$10 million in continuing funding for CAHSEE instruction.

**EXHIBIT A (continued)**

b/ System requested redirection of \$33.1 million in basic skills "over cap" funding to support the Basic Skills Initiative. The Governor vetoed these funds, setting them aside and stating a willingness to work with the System to develop a student success initiative to accomplish similar objectives.

c/ SB 1133 appropriated \$32 million for the Governor's Career Technical Education Initiative for 2007-08.

**2007-08 Enacted Budget -- One-Time Funds**

*Dollars in Thousands*

	<b>Enacted</b>
Instructional Equipment/Facilities Maintenance	\$8,084
Nursing and allied health equipment	8,084
Start-up funds for 4 new nursing programs	4,000
CalPASS	1,000
	<hr/>
<b>Total</b>	<b>\$21,168</b>

## EXHIBIT A (continued)



**COMMUNITY COLLEGE LEAGUE  
 OF CALIFORNIA**

Item	2006-07 Final Budget	2007-08 System Budget Request	2007-08 Governor's Proposed Budget	2007-08 Governor's May Revise	2007-08 ENACTED BUDGET
<b>General Apportionment</b>					
Base Apportionment (incl: GF, P-Tax, Fee)	4,920,252,000	5,416,585,000	5,423,341,000	5,423,341,000	5,423,341,000
Apportionment reduction for unused growth	-85,000,000	-	-	-	-
2007-08 Budget Deliberations reduction unused growth	-	-	-	-80,000,000	-80,000,000
Student fee reduction (to \$20 full-year)	40,000,000	40,000,000	33,245,000	33,245,000	33,245,000
	<u>4,875,252,000</u>	<u>5,456,585,000</u>	<u>5,456,586,000</u>	<u>5,376,586,000</u>	<u>5,376,586,000</u>
Cost-of-living adjustment (categorical COLA incl. below)	294,387,000	281,500,000	224,855,000	248,431,000	248,431,000
Growth for Apportionments	97,508,000	164,000,000	109,132,000	107,532,000	107,532,000
Apportionment increase for remediation/exit exam	10,000,000	-	-	-	-
Equalization	159,438,000	-	-	-	-
Career Development & College Preparation	30,000,000	30,000,000	-	-	-
Realignment of nursing item (technical issue)	-10,000,000	-	-	-	-
	<u>294,387,000</u>	<u>281,500,000</u>	<u>224,855,000</u>	<u>248,431,000</u>	<u>248,431,000</u>
<b>Total General Apportionment</b>	<b>5,456,585,000</b>	<b>5,932,085,000</b>	<b>5,790,573,000</b>	<b>5,732,549,000</b>	<b>5,732,549,000</b>
<b>Categorical Programs</b>					
Academic Senate for the Community Colleges	467,000	490,000	467,000	467,000	467,000
Basic Skills and Apprenticeship	48,339,000	50,599,000	15,229,000	15,229,000	15,229,000
Baccalaureate Pilot Program	100,000	100,000	100,000	-	-
Career Technical Education	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000
Child Care Tax Bailout	6,540,000	6,986,000	6,804,000	6,836,000	6,836,000
Disabled Students Programs and Services	107,870,000	115,430,695	114,472,000	115,011,000	115,011,000
Economic Development	46,790,000	46,790,000	46,790,000	46,790,000	46,790,000
EOPS & CARE	112,916,000	120,805,000	119,827,000	120,391,000	122,291,000
Equal Employment Opportunity	1,747,000	1,747,000	1,747,000	1,747,000	1,747,000
Foster Care Education Program	4,754,000	5,079,000	4,754,000	5,254,000	5,254,000
Fund for Student Success	6,158,000	8,358,000	6,158,000	6,158,000	6,158,000
Full-time Faculty: Increase Positions	-	45,000,000	-	-	-
Matriculation	95,481,000	116,149,000	134,436,000	144,913,000	101,803,000
Nursing	16,886,000	16,886,000	25,886,000	25,886,000	22,100,000
Part-Time Faculty Compensation	50,828,000	100,828,000	50,828,000	50,828,000	50,828,000
Part-Time Faculty Health Insurance	1,000,000	8,000,000	1,000,000	1,000,000	1,000,000
Part-Time Faculty Office Hours	7,172,000	12,172,000	7,172,000	7,172,000	7,172,000
Physical Plant and Instructional Support	27,345,000	27,345,000	27,345,000	27,345,000	27,345,000
Professional Development	-	10,000,000	-	-	-
Special Services for CalWORKs Recipients	43,580,000	46,714,000	43,580,000	43,580,000	43,580,000
Student Financial Aid Administration	52,593,000	55,115,500	51,308,000	51,640,000	51,640,000
Telecommunications / Technology Svcs / C.V. U	26,197,000	40,497,000	26,197,000	28,097,000	26,197,000
Transfer Education and Articulation	1,424,000	1,424,000	1,424,000	1,424,000	1,424,000
<b>ON-GOING VETO SET-ASIDE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>46,910,000</b>
<b>Ongoing Funds Subtotal</b>	<b>6,134,772,000</b>	<b>6,790,600,195</b>	<b>6,496,097,000</b>	<b>6,452,317,000</b>	<b>6,452,331,000</b>
<b>One-Time Funds (Prop. 98 Reversion &amp; Settle-up)</b>					
General Purpose Block Grant	100,000,000	-	-	-	-
Amador COE	100,000	-	-	-	-
Funding Formula Reform - One-time Costs	19,710,000	-	-	-	-
Internet access for offsite centers	1,446,000	-	-	-	-
Electronic Transcript Exchange	700,000	-	-	-	-
Strategic Plan Implementation	500,000	-	-	-	-
Physical Plant and Instructional Support	94,144,000	50,000,000	-	47,500,000	8,084,000
Mandate reimbursements	40,000,000	20,000,000	-	-	0
Career Technical Education SB 1133	-	-	32,000,000	32,000,000	32,000,000
Nursing Equipment / Allied Health Equipment	-	-	-	50,000,000	8,084,000
Career Technical Education	-	-	-	50,000,000	0
Nursing & Allied Health - 24hr State facilities	-	-	-	-	0
Outreach for parolees	-	-	-	-	0
Nursing (startup)	3,000,000	-	9,000,000	9,000,000	4,000,000
Part-Time Faculty Health Insurance	-	-	-	-	-
Part-Time Faculty Office Hours	-	-	-	-	-
Professional Development	5,000,000	-	-	-	-
Textbook Assistance	-	-	-	2,500,000	-
Student Access to Transit Initiative	-	-	-	-	-
Construction College	-	-	-	-	-
Technology Items	-	9,650,000	-	2,700,000	0
Accreditation Assistance	-	-	-	-	0
Cal PASS	1,000,000	-	1,000,000	1,000,000	1,000,000
Basic Skills (06-07 funds; available one-time)	-	-	-	-	included in 06-07
<b>ONE-TIME VETO SET-ASIDE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,500,000</b>
<b>One-time Prop 98 Funds Subtotal</b>	<b>265,600,000</b>	<b>79,650,000</b>	<b>42,000,000</b>	<b>194,700,000</b>	<b>58,668,000</b>
<b>Miscellaneous (Non-program) Items</b>					
Mandate reimbursements (suspension continues)	4,004,000	16,000,000	4,004,000	4,004,000	4,004,000
Fiscal Crisis Management Assistance Team (FCMAT)	-	570,000	350,000	570,000	570,000
STRS Payments for CCC Employees	83,013,000	83,013,000	81,979,000	81,979,000	81,979,000
Lease-Purchase Bond Payments	63,960,000	63,960,000	59,401,000	59,401,000	59,401,000
Lottery	155,293,000	155,293,000	155,293,000	155,293,000	155,293,000
	<u>6,706,642,000</u>	<u>7,189,086,195</u>	<u>6,839,124,000</u>	<u>6,948,264,000</u>	<u>6,812,246,000</u>
<b>Total State-Determined Funding</b>	<b>6,706,642,000</b>	<b>7,189,086,195</b>	<b>6,839,124,000</b>	<b>6,948,264,000</b>	<b>6,812,246,000</b>
<b>Funded FTES</b>	<b>1,139,921</b>	<b>1,174,119</b>	<b>1,174,119</b>	<b>1,174,119</b>	<b>1,174,119</b>
<b>Prop 98 (Local) Ongoing Funding per FTES</b>	<b>5,382</b>	<b>5,784</b>	<b>5,533</b>	<b>5,495</b>	<b>5,495</b>
<b>Prop 98 (Local) One-Time Funding per FTES</b>	<b>233</b>	<b>68</b>	<b>36</b>	<b>166</b>	<b>50</b>
<b>Funding per FTES</b>	<b>\$ 5,883</b>	<b>\$ 6,123</b>	<b>\$ 5,825</b>	<b>\$ 5,918</b>	<b>\$ 5,802</b>

**CALIFORNIA COMMUNITY COLLEGES  
FTES WORKLOAD**

**EXHIBIT B**

STATE FUNDED	2001-2002 (R1 Rev 6/03)		2002-2003 (R1 2/04)		2003-2004 (R1 3/05)		2004-05 (R1 1/06)		2005-06 (R1 2/07)		2006-07 (P2 2/07)		CDGP ***	
	Credit	Noncredit	Credit	Noncredit	Credit	Noncredit	Credit	Noncredit	Credit	Noncredit	Credit	Noncredit	Credit	Noncredit
General Apportionment	957,300	98,342	994,431	96,274	993,028	91,617	1,029,797	91,884	1,009,633	92,272	1,040,871	60,418	35,855	
Stability	2,483	255	1,125	109	13,159	1,214	19,876	1,773	54,177	4,951	18,078	1,672	0	
Apprenticeship (Hrs conv. to FTES)	3,710	1,069	3,929	850	3,592	1,397	3,692	1,297	3,674	1,315	4,301	1,516	0	
Basic Skills (Supplemental) *	6,548	1,508	7,242	672	7,223	754	0*	0*	0*	0*	0*	0*	0*	
Subtotal State Funded	970,040	101,174	1,006,728	97,905	1,017,003	94,981	1,053,364	94,955	1,067,484	98,538	1,063,249	63,605	35,855	
	1,071,214		1,104,632		1,111,984		1,148,319		1,166,022		1,126,855			
TOTAL FUNDED	970,040	101,174	1,006,728	97,905	1,017,003	94,981	1,053,364	94,955	1,067,484	98,538	1,063,249	63,605	35,855	
Actual FTES	994,672	104,672	1,030,048	99,596	1,012,605	93,785	1,029,797	91,884	1,009,633	92,272	1,040,871	60,418	35,855	
Stability FTES	2,483	255	1,125	109	13,159	1,214	19,876	1,773	54,177	4,951	18,078	1,672	0	
Actual Apprentice FTES	3,710	1,069	3,929	850	3,637	1,399	3,943	1,420	4,012	1,435	4,301	1,516	0	
TOTAL ELIGIBLE FOR FUNDING	1,000,864	105,996	1,035,103	100,555	1,029,401	96,398	1,053,615	95,077	1,067,822	98,659	1,063,249	63,606	35,855	
UNFUNDED FTES:	30,824	4,822	28,375	2,650	12,398	1,417	251**	122**	338**	121**	0	0	0	

\* Basic Skills Supplemental/Overcap funding amounts displayed for fiscal years 2004-05 (R1), 2005-06 (R1), and 2006-07 (P2), were not required to support unfunded Basic Skills/ESL FTES in those years and were therefore redirected by various budget act provisions to support one-time enhancements in Basic Skills/Immigrant Education programs.

\*\* "Unfunded FTES" amounts displayed for fiscal years 2004-05 and 2005-06 are attributable to insufficient funding in the annual Budget Act to cover full reimbursement at the \$4.86 hourly rate specified in the Budget Act for Apprenticeship hours of Related and Supplemental Instruction.

\*\*\* Career Development and College Preparation (CDGP) Noncredit FTES.

***RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUDGET OVERVIEW***

***ENROLLMENTS***

The District has experienced enrollment growth in resident, credit full-time-equivalent student (FTES) of approximately 53% since 1997-98 (see EXHIBIT C). Actual enrollments declined slightly (329 credit FTES) in fiscal '06, however, the District employed a permissible strategy of "rolling back" FTES from the Summer 2006 term in order to realize growth funding that otherwise would have been left unallocated. The District became a "stability" district in fiscal '07, reporting a decline in enrollment of 2,358 credit FTES, as a result of the aforementioned Summer 2006 "rollback" strategy. The District was "held harmless" relative to base revenue for fiscal '07. The District has three years to fully restore its FTES decline before incurring a permanent reduction to base apportionment.

It is anticipated that the District will emerge from "stability" in fiscal '08 through a combination of growth and, if necessary, employing the "rollback" strategy once again relative to rolling Summer 2008 FTES into fiscal '08 (see EXHIBIT D).

The District will therefore monitor enrollments closely throughout fiscal 07-08. The full years effect of the \$6.00 per unit reduction in the enrollment fee could yield enrollment growth, as could a slowing economy. Once again there are indications that all enrollment in the community college system will be funded in fiscal '08. Therefore, RCCD will again strive to remain in position for growth funding should the enrollment situation across the State and locally resume its upward trend.

EXHIBIT E provides funded growth rates for 2007-08. Preliminary growth rates for 2008-09 are not yet available, as they are still subject to negotiation between the State Chancellor's Office and the Department of Finance due to formula changes resulting from implementation of SB361. Preliminary 2008-09 growth rates should be available in December 2007.

**EXHIBIT C**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FTES ENROLLMENTS**

	<u>Actual</u> <u>1997-98</u>	<u>Actual</u> <u>1998-99</u>	<u>Actual</u> <u>1999-00</u>	<u>Actual</u> <u>2000-01</u>	<u>Actual</u> <u>2001-02</u>
<b><u>Total FTES</u></b>	17,585.39	18,725.70	20,181.63	22,631.32	24,866.87
Resident	17,213.37	18,330.90	19,736.78	22,272.01	24,351.00
Nonresident	372.02	394.80	444.85	359.31	515.87
<b><u>Resident FTES</u></b>					
Credit	17,080.81	18,162.44	19,600.00	22,393.76	24,175.40
Noncredit	132.56	168.46	136.78	121.75	175.60
<b><u>Nonresident FTES</u></b>					
Credit	367.16	390.45	439.71	357.08	512.65
Noncredit	4.86	4.35	5.14	2.23	3.22
<b><u>Basic Skills</u></b>	709.75	689.81	807.95	1,178.36	1,483.35
<b><u>State-Funded FTES</u></b>					
Resident Credit	15,301.50	16,149.10	18,642.62	20,452.37	21,056.85
Resident Noncredit	96.12	120.54	132.27	121.75	129.21
Basic Skills	213.28	159.97	200.03	320.78	237.36



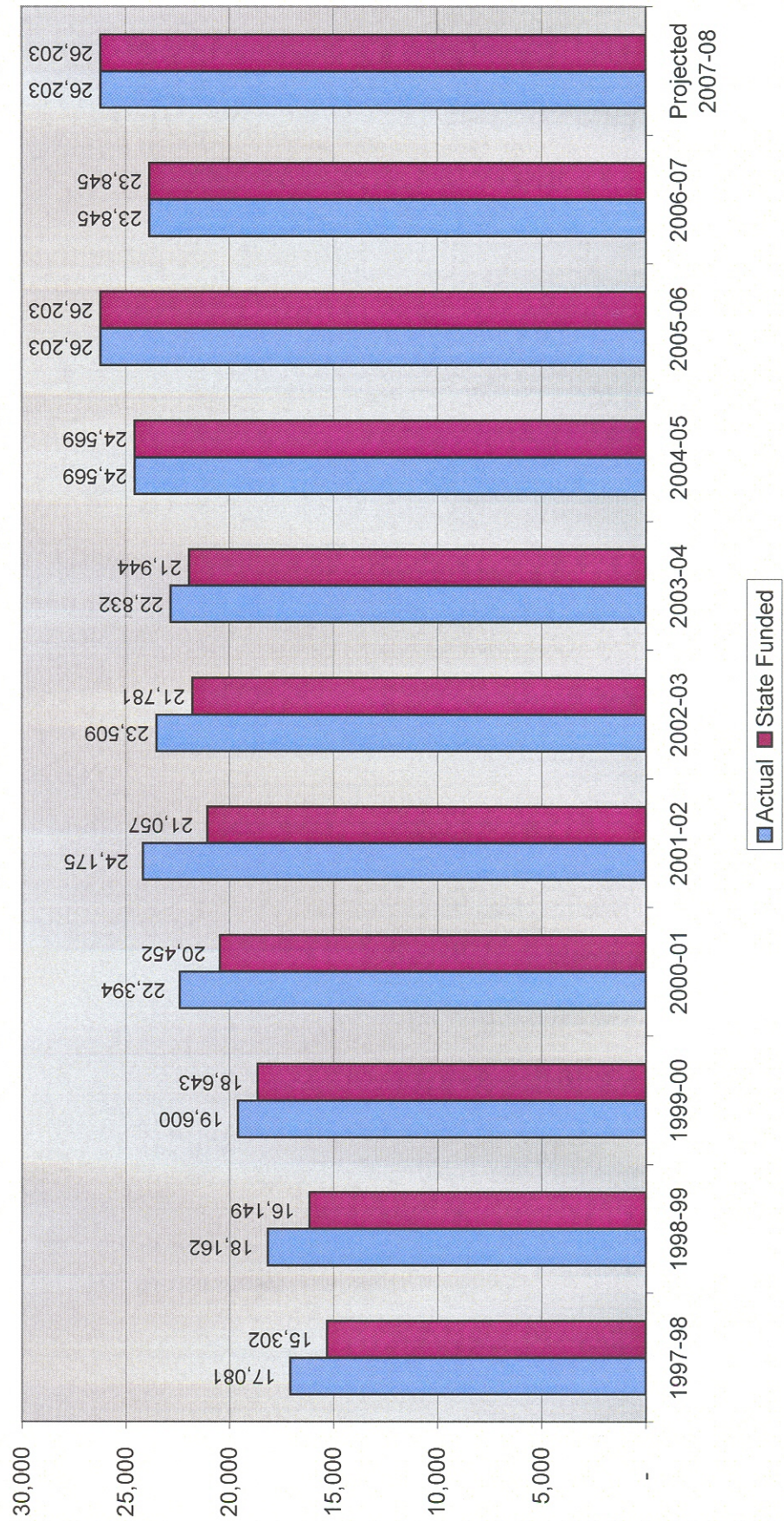
**EXHIBIT C (continued)**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FTES ENROLLMENTS**

	<u>Actual</u> <u>2002-03</u>	<u>Actual</u> <u>2003-04</u>	<u>Actual</u> <u>2004-05</u>	<u>Actual</u> <u>2005-06</u>	<u>Actual</u> <u>2006-07</u>	<u>Projected</u> <u>2007-08</u>
<b><u>Total FTES</u></b>	24,191.30	23,421.97	25,088.61	26,788.53	24,403.97	26,775.45
Resident	23,721.45	23,001.01	24,666.13	26,323.25	23,967.48	26,325.45
Nonresident	469.85	420.96	422.48	465.28	436.49	450.00
<b><u>Resident FTES</u></b>						
Credit	23,508.70	22,831.62	24,569.01	26,202.62	23,844.65	26,202.62
Noncredit	212.75	169.39	97.12	120.63	122.83	122.83
<b><u>Nonresident FTES</u></b>						
Credit	463.77	418.61	418.96	460.83	436.49	450.00
Noncredit	6.08	2.35	3.52	4.45	-	-
<b><u>Basic Skills</u></b>	1,677.91	1,639.50	1,915.66	1,948.88	2,085.43	2,210.56
<b><u>State-Funded FTES</u></b>						
Resident Credit	21,781.12	21,944.38	24,569.01	26,202.62	23,844.65	26,202.62
Resident Noncredit	154.84	159.62	97.12	120.63	122.83	122.83
Basic Skills	180.70	386.45	-	-	-	-

**EXHIBIT C (continued)  
 Riverside Community College District  
 2007-2008 Proposed Budget**

**Historical Look at Resident Credit FTES Actual vs. State Funded**



# EXHIBIT D

## CALIFORNIA COMMUNITY COLLEGES 2007-08 Budget Workshop Potential 2007-08 Restoration Based on 2006-07 July 15th Annual FTES

District	2004-05 Restoration Available	2005-06 Restoration Available	2006-07 Restoration Available	Total Potential 2007-08 Restoration
Allan Hancock	\$0	\$597,034	\$320,496	\$917,530
Antelope Valley	0	0	0	0
Barstow	0	160,708	0	160,708
Butte	178,499	1,907,951	2,398,573	4,485,023
Cabrillo	0	45,715	0	45,715
Cerritos	0	2,398,050	484,829	2,882,879
Chabot-Las Positas	0	0	0	0
Chaffey	0	0	0	0
Citrus	0	0	551,887	551,887
Coast	0	0	0	0
Compton	0	9,526,298	14,574,273	24,100,571
Contra Costa	2,042,467	0	21,500,967	23,543,434
Copper Mt.	0	785,980	80,946	866,926
Desert	0	0	0	0
El Camino	0	73,425	0	73,425
Feather River	0	135,399	156,503	291,902
Foothill-DeAnza	0	0	1,539,261	1,539,261
Gavilan	0	0	0	0
Glendale	0	0	5,697,267	5,697,267
Grossmont-Cuyamaca	0	0	0	0
Hartnell	0	2,124,172	0	2,124,172
Imperial	0	0	0	0
Kern	0	2,428,126	0	2,428,126
Lake Tahoe	25,412	450,573	0	475,985
Lassen	1,266,833	1,024,660	789,955	3,081,448
Long Beach	0	0	0	0
Los Angeles	0	0	0	0
Los Rios	0	0	0	0
Marin	3,076,096	936,221	0	4,012,317
Mendocino-Lake	0	0	0	0
Merced	0	112,855	0	112,855
Mira Costa	0	0	0	0
Monterey Peninsula	410,186	1,517,279	0	1,927,465
Mt. San Antonio	0	0	0	0
Mt. San Jacinto	0	0	0	0
Napa Valley	0	344,634	0	344,634
North Orange County	0	0	0	0
Ohlone	0	0	0	0
Palo Verde	0	0	0	0

**EXHIBIT D (continued)**

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**CALIFORNIA COMMUNITY COLLEGES  
2007-08 Budget Workshop  
Potential 2007-08 Restoration  
Based on 2006-07 July 15th Annual FTES**

<b>District</b>	<b>2004-05 Restoration Available</b>	<b>2005-06 Restoration Available</b>	<b>2006-07 Restoration Available</b>	<b>Total Potential 2007-08 Restoration</b>
Palomar	0	0	0	0
Pasadena Area	0	0	0	0
Peralta	0	0	0	0
Rancho Santiago	0	0	0	0
Redwoods	2,465,104	263,108	1,979,676	4,707,888
Rio Hondo	0	0	0	0
✓ Riverside	0	0	10,757,682	10,757,682 ✓
San Bernardino	0	1,490,153	0	1,490,153
San Diego	0	0	0	0
San Francisco	0	0	0	0
San Joaquin Delta	0	0	0	0
San Jose-Evergreen	0	0	0	0
San Luis Obispo	0	0	0	0
San Mateo	0	1,544,855	0	1,544,855
Santa Barbara	0	0	0	0
Santa Clarita	0	0	0	0
Santa Monica	0	0	0	0
Sequoias	0	0	0	0
Shasta-Tehama-Trinity	0	0	2,499,844	2,499,844
Sierra	0	0	0	0
Siskiyou	836,770	323,326	224,025	1,384,121
Solano	0	0	95,752	95,752
Sonoma	265,287	817,224	0	1,082,511
South Orange	0	0	0	0
Southwestern	0	0	0	0
State Center	0	0	1,203,827	1,203,827
Ventura	0	4,812,440	0	4,812,440
Victor Valley	0	1,020,642	1,199,444	2,220,086
West Hills	0	0	0	0
West Kern	0	0	277,247	277,247
West Valley-Mission	0	0	0	0
Yosemite	0	2,584,322	0	2,584,322
Yuba	0	0	0	0
<b>Totals</b>	<b>10,566,654</b>	<b>37,425,150</b>	<b>66,332,454</b>	<b>114,324,258</b>

STATE OF CALIFORNIA

DIANE WOODRUFF, CHANCELLOR (INTERIM)

**CALIFORNIA COMMUNITY COLLEGES  
SYSTEM OFFICE**

1102 Q STREET  
SACRAMENTO, CA 95811-6549  
(916) 445-8752  
<http://www.cccco.edu>



**DATE:** September 18, 2007

**TO:** Chief Business Officers

**FROM:** Erik Skinner, Vice-Chancellor  
College Finance and Facilities Planning

**SUBJECT:** 2007-08 Growth Rates for Community Colleges

The following page titled "2007-08 Revised Growth Rates" contains the rates to be used for the 2007-08 fiscal year. This growth rate information is revised from the preliminary growth rate information distributed at last year's Statewide Budget Workshop. The recently adopted Title 5 regulation provides that the 2007-08 district growth rates shall be determined using the regulations and processes in effect as of September 30, 2006, except that by August 31, 2007, the Chancellor shall notify districts of revised growth rates that are adjusted proportionately to reflect the amount of growth funding provided in the 2007-08 Budget Act. Accordingly, the rates provided in this memo are adjusted to reflect funding provided in the State Budget and the New Facility Adjustment.

The New-Facility Adjustment provides districts an increase in their growth revenue cap to address FTES served in new facilities. It should be noted that the New Facility Adjustment is phased in over a two-year period and begins the calendar year a district identifies a new facility coming on-line. Each district reports this information using the "New Facility Coming On-line" form.

The Three-Year Overcap Adjustment is not applicable in 2007-08 since a district must have served unfunded FTES for three consecutive years to qualify for that adjustment. Because there were no unfunded FTES in 2005-06 and it appears there will be no unfunded FTES in 2006-07, the Final Adjusted Growth Rates used in the 2007-08 Advance do not reflect any adjustment for Three-Year-Overcap. Even if unfunded FTES exists as of the 2006-07 Recalculation, the earliest year for which the three preceding years could include unfunded FTES would be 2009-10.

## **EXHIBIT E (continued)**

The 2008-09 preliminary Growth Rates are still subject to negotiation with the Department of Finance. We plan to provide those preliminary rates to districts by early December 2007.

If you have additional questions about the calculations please call Ed Monroe of my staff at (916) 327-6226.

**EXHIBIT E (continued)**

California Community Colleges  
 2007-08 Budget Workshop  
 2007-08 Revised Growth Rates

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District Name	2007-08 Preliminary Growth Rate	Underserved Areas	New Facility Adjustment	Revised Growth Rates Constrained to Growth Appropriation With Minimums
Allan Hancock	2.664%	0.000%	0.00%	1.482%
Antelope Valley	5.568%	0.000%	0.00%	3.097%
Barstow	2.257%	0.000%	0.00%	4.361%
Butte	1.361%	0.000%	0.00%	0.908%
Cabrillo	0.786%	0.000%	0.00%	0.872%
Cerritos	2.674%	0.000%	0.00%	1.487%
Chabot-Las Positas	2.338%	0.000%	0.00%	1.300%
Chaffey	3.577%	1.160%	0.00%	2.634%
Citrus	5.316%	0.000%	0.00%	2.957%
Coast	2.895%	0.000%	0.00%	1.610%
Compton	7.340%	0.580%	0.00%	4.405%
Contra Costa	1.648%	0.020%	0.00%	0.928%
Copper Mt.	4.894%	0.070%	0.00%	7.430%
Desert	5.632%	0.890%	0.00%	3.627%
El Camino	4.404%	0.060%	0.00%	2.483%
Feather River	1.918%	0.000%	0.00%	7.331%
Foothill-DeAnza	1.345%	0.000%	2.92%	2.372%
Gavilan	4.817%	0.000%	0.00%	2.679%
Glendale	1.545%	0.000%	0.00%	0.859%
Grossmont-Cuyamaca	4.079%	0.000%	0.00%	2.269%
Hartnell	2.303%	0.000%	0.00%	1.538%
Imperial	3.882%	0.000%	0.00%	2.159%
Kern	2.934%	0.150%	0.00%	1.715%
Lake Tahoe	1.753%	0.000%	0.00%	5.917%
Lassen	5.408%	0.450%	0.00%	6.853%
Long Beach	2.400%	0.100%	0.00%	1.390%
Los Angeles	1.958%	0.820%	0.19%	1.545%
Los Rios	3.123%	0.000%	0.00%	2.182%
Marin	0.718%	0.600%	0.00%	2.330%
Mendocino-Lake	0.820%	0.350%	0.00%	3.384%
Merced	2.228%	0.300%	15.05%	9.609%
Mira Costa	3.216%	0.580%	0.00%	2.111%
Monterey Peninsula	2.948%	0.000%	0.00%	1.640%
Mt. San Antonio	2.454%	0.000%	0.00%	1.365%
Mt. San Jacinto	6.266%	1.090%	2.18%	4.697%
Napa Valley	1.911%	0.000%	0.00%	1.688%
North Orange County	1.547%	0.060%	0.00%	0.894%
Ohlone	0.410%	0.000%	0.00%	1.214%
Palo Verde	3.102%	0.000%	1.80%	5.561%
Palomar	2.031%	0.000%	0.00%	1.130%
Pasadena Area	1.809%	0.000%	0.00%	1.006%
Peralta	4.324%	0.030%	0.00%	2.421%
Rancho Santiago	1.064%	0.000%	0.22%	0.714%
Redwoods	1.138%	0.000%	0.00%	2.225%
Rio Hondo	2.911%	0.180%	0.00%	1.719%

# EXHIBIT E (continued)

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## California Community Colleges 2007-08 Budget Workshop 2007-08 Revised Growth Rates

District Name	2007-08 Preliminary Growth Rate	Underserved Areas	New Facility Adjustment	Revised Growth Rates Constrained to Growth Appropriation With Minimums
✓ Riverside	4.491%	0.000%	0.00%	2.498% ✓
San Bernardino	3.979%	0.220%	0.00%	2.335%
San Diego	2.279%	0.420%	0.00%	1.501%
San Francisco	1.686%	0.130%	3.63%	2.957%
San Joaquin Delta	7.140%	0.260%	0.00%	4.116%
San Jose-Evergreen	2.372%	1.140%	0.00%	1.953%
San Luis Obispo	1.775%	0.000%	0.00%	1.082%
San Mateo	1.306%	0.160%	1.15%	1.366%
Santa Barbara	1.044%	0.000%	1.25%	1.276%
Santa Clarita	7.585%	0.000%	3.25%	6.026%
Santa Monica	3.885%	0.000%	0.00%	2.161%
Sequoias	3.212%	0.430%	0.00%	2.026%
Shasta-Tehama-Trinity	1.488%	0.040%	0.00%	1.382%
Sierra	4.413%	0.000%	0.00%	2.454%
Siskiyou	11.786%	0.000%	0.00%	6.555%
Solano	1.331%	0.370%	0.00%	1.092%
Sonoma	2.856%	0.000%	0.00%	1.588%
South Orange	3.142%	0.040%	0.00%	1.770%
Southwestern	3.665%	0.000%	0.00%	2.038%
State Center	3.857%	0.000%	0.00%	2.145%
Ventura	3.350%	0.000%	0.00%	1.863%
Victor Valley	8.952%	0.000%	0.00%	4.979%
West Hills	0.770%	0.000%	0.00%	2.020%
West Kern	1.000%	0.000%	0.00%	4.507%
West Valley-Mission	1.516%	0.000%	0.00%	0.843%
Yosemite	2.470%	0.160%	0.00%	1.463%
Yuba	2.831%	0.000%	0.00%	1.574%



## ***UNRESTRICTED GENERAL FUND – RESOURCE 1000 SUMMARY***

Resource 1000 includes the major operations of the College District and thus will be the focus of the remainder of this budget narrative. However, matters of significance in other Resources also will be noted. The proposed Resource 1000 budget satisfies the 5.0% ending balance projection for June 30, 2008, pursuant to Board policy.

### ***REVENUES***

Resource 1000 revenues (see EXHIBIT F) are projected at \$134.9 million for fiscal 2008. Key factors include:

#### **A. State Funding**

1. COLA – 4.53%.
2. Growth – The District’s allocated growth rate is 2.498%, however, the District is adopting a conservative position relative to enrollments. Thus, growth revenue is not budgeted at this time.
3. Part-Time Faculty Compensation – The District will receive \$1.08 million, unchanged from the prior year and 10.8% below the fiscal ’03 level.
4. Base Apportionment Reduction – The District’s estimate of State general apportionment has been reduced by \$1.0 million as a safeguard against the potential impact of a base apportionment reduction included in the State Budget Act (\$80.0 million).

B. Lottery Revenue -- \$3.01 million, \$.17 below the prior year level as a result of the reported enrollment decline.

C. Nonresident Tuition -- \$1.64 million, an increase of \$.26 million over FY ’07 resulting from increased enrollment and an increase in the tuition rate.

D. Interest Income -- \$1.25 million, an increase of \$.35 million over fiscal ’07 due to increased yields and higher cash balances.

E. Enrollment fee revenue is projected at \$8.16 million ... up 4.1%. It is important to observe the District retains only 2.0% of these funds, with the remainder becoming a part of State general revenue.

F. Indirect Cost Recovery revenue is projected at \$.24 million.

## ***EXPENDITURES***

Within the funds available for the 2007-2008 fiscal year, the Riverside Community College District will address the educational needs of its students and communities pursuant to its mission, goals and objectives.

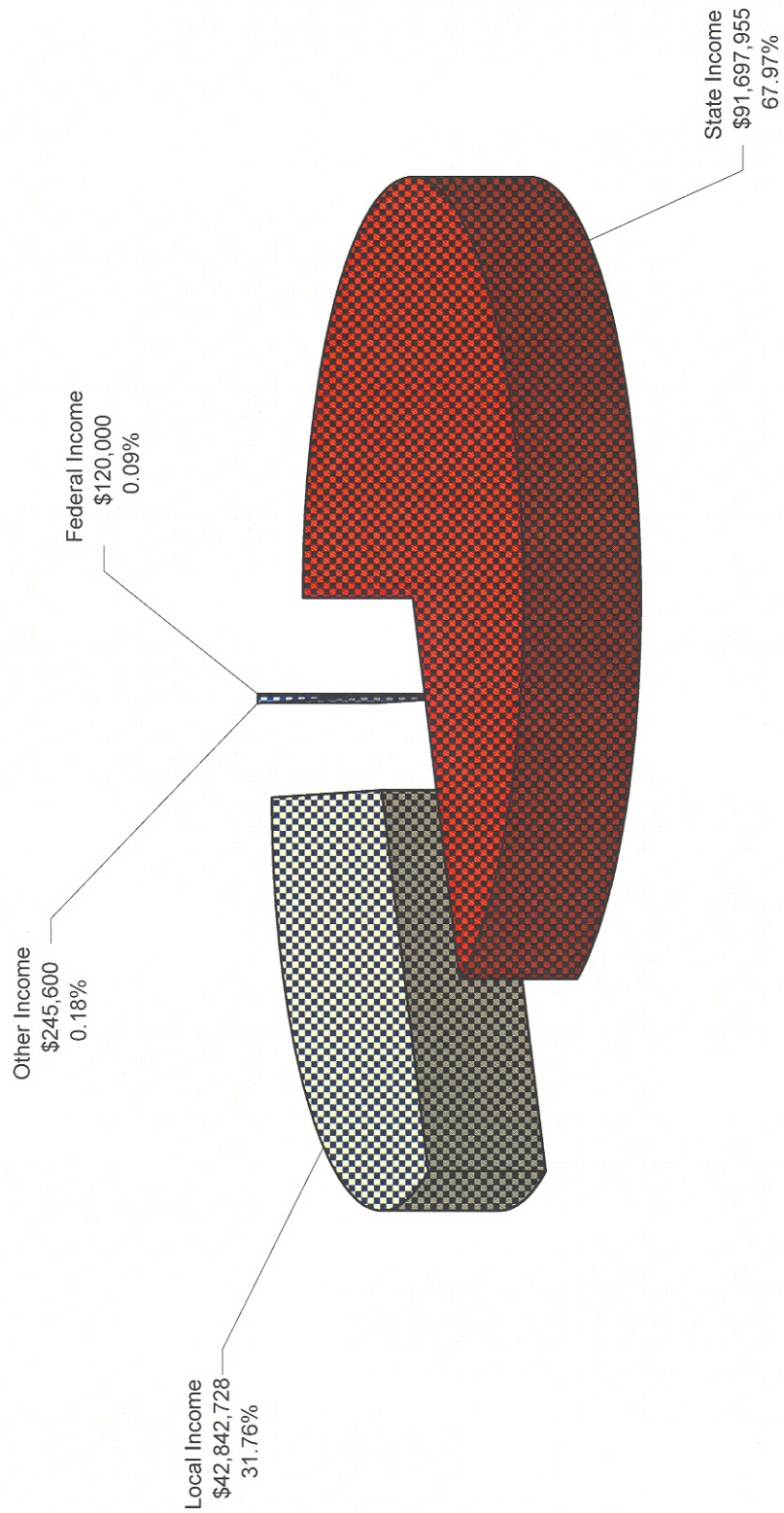
The 2007-2008 Resource 1000 budget reflects the following major items:

1. Compensation
  - a. Salary Package – Currently under negotiation.
  - b. Step and column increases, which equal about a .95% increase in compensation.
  - c. Retirement – A PERS employer contribution rate of 9.306%. It is important to note that this rate bears watching, as does the STRS rate.
  - d. Health and Welfare Benefits – An increase of \$598,605. The increase is due to increased staffing and the higher cost of insurance premiums.
2. Faculty Positions – No new full-time tenure-track positions have been added. It is important to note that we are projected to be above our 75/25 obligation by 29 positions.
3. Part-Time Faculty – An increase of \$3.18 million, with the increase resulting from offering additional sections.
4. Classified Positions – Included in the budget proposal are two new Administrative Assistant positions, one each for the Associate Vice Chancellor, Student Services and the Vice President, Business Services (Riverside).
5. \$150,000 for a Digital Imaging/Workflow system to replace the current system.
6. \$425,000 for new remodel projects.
7. \$870,000 for non-instructional equipment.
8. As a preliminary step to budgeting in a three-college District and development of a new budget allocation model, \$830,000 has been allocated to the campuses for discretionary augmentation purposes.

## ***ENDING FUND BALANCE***

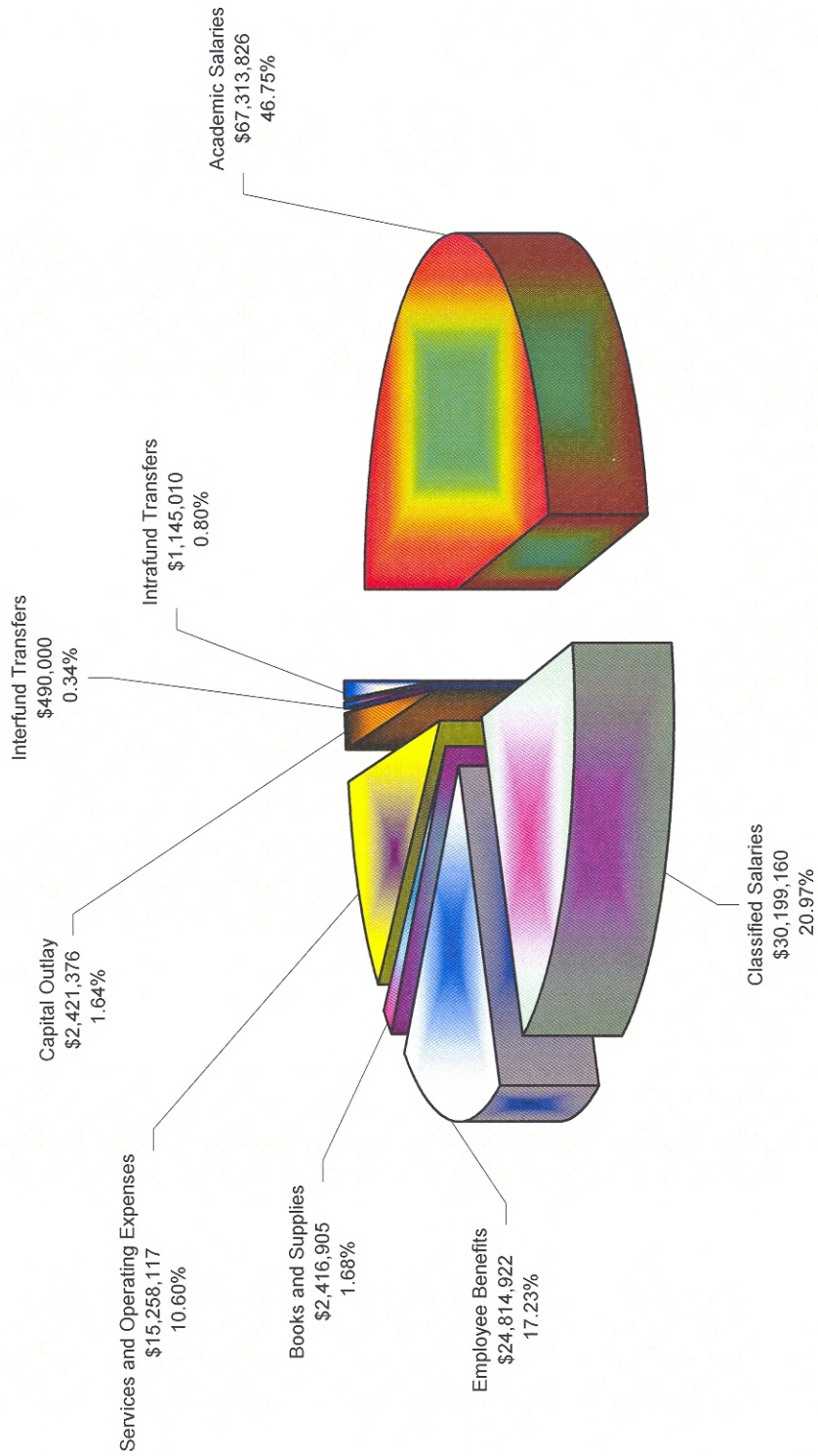
The District projects an unaudited beginning balance in Resource 1000 of \$18.58 million at July 1, 2007, and an ending balance of \$9.42 million at June 30, 2008. The Board's policy objective of a budgeted ending balance equal to at least 5.0% of "total available funds," is satisfied for the Unrestricted General Fund.

**EXHIBIT F**  
**Riverside Community College District**  
**2007-2008 Proposed Budget**  
**Resource 1000 Revenues**



Legend: Federal Income State Income Local Income Other Income

**EXHIBIT F (continued)**  
**Riverside Community College District**  
**2007-2008 Proposed Budget**  
**Resource 1000 Expenditures**



- Academic Salaries
- Classified Salaries
- Services and Operating Expenses
- Books and Supplies
- Employee Benefits
- Interfund Transfers
- Capital Outlay
- Intrafund Transfers

## ***OTHER RESOURCES***

Other District “Resources” reflected in the budget are:

1050 Parking – Restricted  
1070 Student Health – Restricted  
1080 Community Education  
1090 Performance Riverside  
1110 Bookstore (Contractor operated)  
1170 Customized Solutions  
1180 Redevelopment Pass-Thru – Restricted  
1190 Grants and Categorical Programs – Restricted  
3200 Food Services  
3300 Child Care  
4100 State Construction and Scheduled Maintenance  
4110 Capital Projects – Child Development Center  
4120 Non-State Funded Capital Outlay Projects  
4130 La Sierra Capital  
4160 General Obligation Bond Funded Capital Outlay  
6100 Health and Liability Self-Insurance  
6110 Workers’ Compensation Self-Insured  
Student Federal Grants  
State of California Student Grants  
ASRCC

Additionally, the following should be observed:

1. Resource 1050, Parking – The Parking Fund receives revenues from the sale of parking permits and parking citation fines. These revenues are used to partially support the College Safety and Police department, which receives funding from both this Resource as well as Resource 1000. The budget proposal provides for \$2.1 million (total available funds) and an ending balance above the 5.0% target. Staff will monitor this Resource closely throughout fiscal ’08 as sluggish revenue results and significant salary and benefit increases over the past several years resulted in a substantial fund balance erosion.
2. Resource 1070, Student Health – The Student Health Fund continues to maintain a healthy contingency reserve, reflecting total available funds of \$2.1 million and a projected ending balance of \$818,072.
3. Resource 1080, Community Education – The Community Education Fund is self-supporting. It provides not-for-credit courses on a fee basis. Total available funds here equal \$927,188, with the ending balance target above the 5.0% target. Staff will monitor this Resource closely as well throughout fiscal ’08 as revenue declines and cost increases have eroded fund balance.

***OTHER RESOURCES (continued)***

4. Resource 1090, Performance Riverside – The Performance Riverside budget is anticipated to have a cumulative 2007-2008 deficit ending balance of \$719,968. This balance is an accumulation of deficits in prior years and should decrease slightly in the coming year. The 2007-2008 budget includes an operating subsidy in the amount of a \$193,257 intrafund transfer from Resource 1000, the same amount as from prior fiscal years. Staff will continue to monitor this fund closely throughout fiscal '08, as it remains under an express order that operational expenditures, exclusive of core administrative costs, must remain within the resources generated.
5. Resource 1110, Bookstore Contractor Operated – Resource 1110 represents the bookstore operations at all three campuses. These bookstores are operated through a contract with Barnes & Noble Co. An interfund transfer of \$676,930 will be made to Food Services (Resource 3200), and an intrafund transfer of \$150,000 will be made to Resource 1000.
6. Resource 1170, Customized Solutions – This fund was established to isolate the financial activities of the District's Customized Solutions program. This program provides customized training for local businesses, government agencies, and non-profit organizations. An intrafund transfer from Resource 1000 has been provided at the same level as the four prior years, \$173,470. As in the most recent prior year, the actual transfer will only be made if expected economic results are not achieved. This fund is also under an express order that its operational expenditures, exclusive of core administrative costs, must remain within the resources it generates. If ETP-related training efforts continue to yield positive results, then Resource 1170 should be on a substantially improved economic footing.
7. Resource 1180, Redevelopment – The Resource 1180 expenditure budget provides for consulting services relative to existing redevelopment agreements, support for Casa Blanca outreach and the Riverside School of the Arts.
8. Fund 1190, Grants and Categorical Programs - Restricted – Resource 1190 is used to record the financial activity of the restricted categorical and grant funds received by the District. The grant funds are being used to assist the District in pursuing the objectives established in our strategic planning process. Additionally, the State is continuing to provide \$34.2 million to the community college system to help local districts mitigate enrollment declines resulting from the substantial increases in enrollment fees experienced during fiscal '05 and '06 and to increase student participation in financial aid programs. The RCCD share is \$641,118.

***OTHER RESOURCES (continued)***

9. Resource 3200, Food Services – The Food Services Fund provides for Food Services and Catering for all three campuses. As mentioned above, an interfund transfer in the amount of \$676,930 from the Bookstore (Resource 1110) is provided. Staff will continue to direct attention in fiscal '08 towards the identification of ways in which to improve Food Services operations and facilities.
10. Resource 3300, Childcare – The District operates childcare programs at all campuses, with a fourth planned to begin operations at the Alvord Innovative Learning Center in Fall '08. The budget proposal provides for an interfund subsidy in the amount of \$240,000. This fund will be monitored closely through the year.
11. Resource 4100, State Construction/Scheduled Maintenance – Resource 4100 includes the State Construction, Scheduled Maintenance and Hazardous Substances budgets. The District's match requirements are funded from Measure C funds.
12. Resource 4110, Child Development Center – This fund was established for the benefit of the child development centers and is used to augment facilities, equipment and technology at the new Child Development Centers at Moreno Valley, Norco and Alvord Innovative Learning Center.
13. Resource 4120, Non-State Funded Capital Outlay Projects – This Resource is used to record revenue and expenditures associated with capital outlay projects funded from non-State sources. The budget provides \$1.1 million for the Phase II Moreno Valley College Park project, which will include light standards for the sports fields, pursuant to a Joint Development and Use Agreement between the District and Moreno Valley Community Services District.
14. Resource 4130, La Sierra Capital – The expenditure budget here is being used for development of the Riverside School of the Arts (RSA). In this regard, \$2,346,760 was allocated for planning and working drawings, \$1.7 million of which is budgeted for fiscal '08.
15. Resource 4160, General Obligation Bond Funded Projects – This fund was established to account for funds derived from the issuance of Measure C general obligation bonds and the expenditure of funds related to Board approved Measure C capital outlay projects (see EXHIBIT G).
16. Resource 6100, Health and Liability Self-Insurance – The Self-Insurance fund covers the District's indemnity health and liability self-insurance programs. The indemnity program experienced a significant increase in claims during two of the last four years. More favorable claims experience occurred during

***OTHER RESOURCES (continued)***

the past two years resulting in improved financial reserves to meet future self-insured health and liability claims.

17. Resource 6110, Workers' Compensation Self Insurance – Workers' compensation income is derived from the .0131 funding rate charged to all budgets with salary accounts. Favorable claims experience occurred in the most recent year resulting in improved financial reserves to meet future workers' compensation claims.
18. Student Federal Grants and State of California Student Grants are used to report the receipt and distribution of various student grant programs.



**EXHIBIT G**

**Riverside Community College District  
 2007-2008 Proposed Budget  
 Measure C Projects - Fund 41, Resource 4160**

	<b><u>Proposed Budget Amount</u></b>
Phase I - Riverside Parking Structure (Final Project Costs)	\$ 20,897
ECS Secondary Effects - Moreno Valley (Final Project Costs)	12,571
District Computer/Network Upgrades	93,547
Quad Modernization	2,843,095
Phase III - Norco Industrial Technology Building	9,243,937
Phase III - Moreno Valley Academic Services Building	644,045
Alvord Innovative Learning Center	3,402,618
Nursing/Sciences Building - Riverside	3,778,090
Future Projects - Feasibility / Planning / Management	330,972
Scheduled Maintenance	252,824
Riverside Food Services Remodel	557,257
Moreno Valley Food Services Remodel	1,885,565
Infrastructure Projects - Riverside/Norco/Moreno Valley	26,775
Hot Water Loop System & Boiler Replacement - Moreno Valley	737,755
Utility Retrofit Project	2,973,922
ECS Building Upgrade Project - Moreno Valley/Norco	568,860
Modular Redistribution Projects (Riv, Nor, MoVal, BCTC)	6,813,763
PBX/Network Operations Center - Riv/Norco/MoVal	598,338
Norco Campus Student Support Center	10,984,382
Logic Domain - Capital Project Management System	25,000
Long Range Master Plan - Riv/Norco/MoVal	841,269
Computer System Hardware (Datatel Release 18)	760,000
Aquatics Project	<u>5,000,000</u>
	<b><u>\$ 52,395,481</u></b>

## ***LOOKING AHEAD***

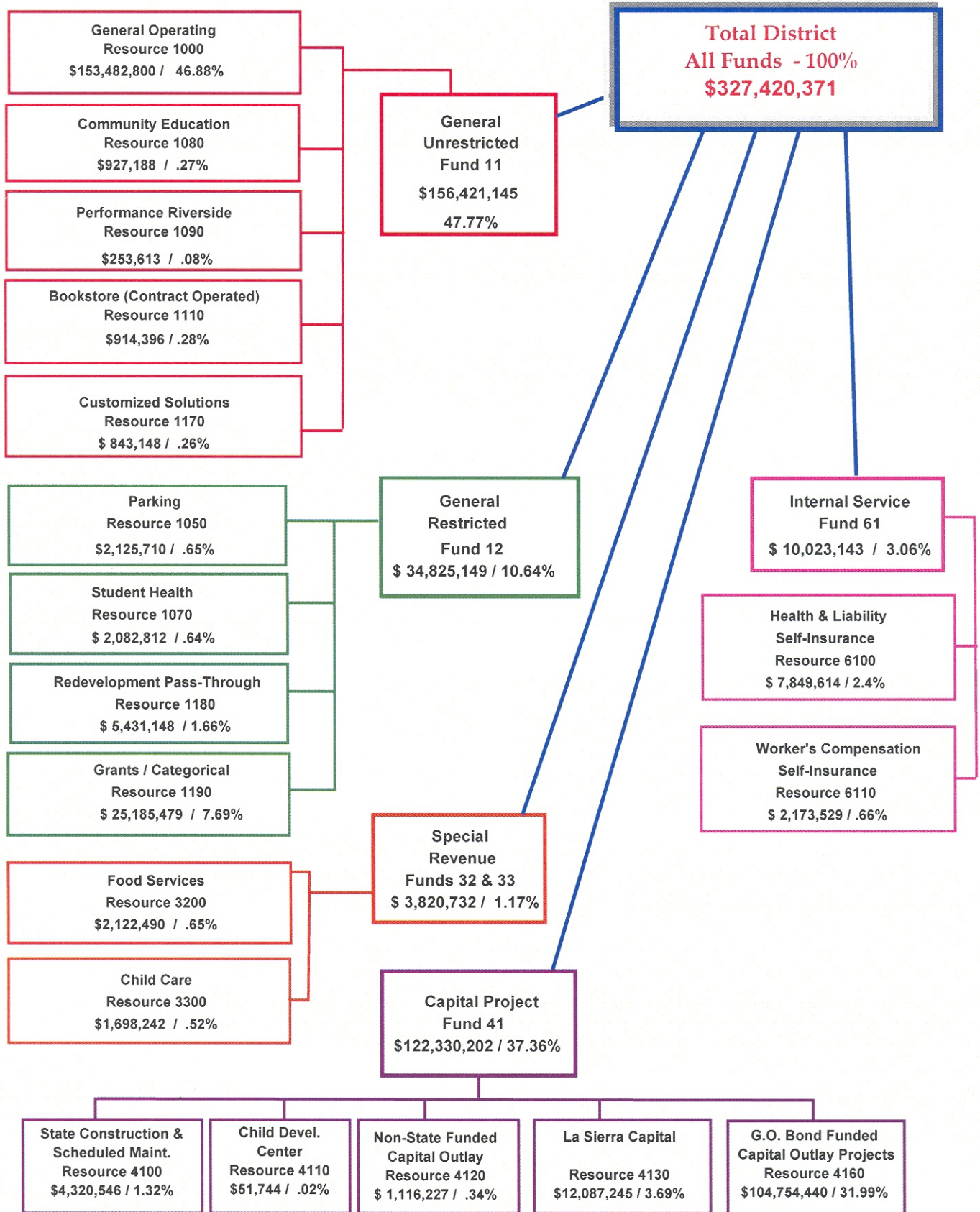
As the annual budget is critical to the achievement of the District's mission and long-range goals and objectives, it is important that the budget process provide a glimpse of the District's financial future. At this point, although '08 seems relatively stable, the fiscal horizon thereafter is somewhat clouded. This is primarily due to the State's continuing structural deficit, systemwide enrollment uncertainties and Prop 98 projections which indicate that community college funding will be significantly below levels necessary to meet enrollment demand over both the short and long term.

In terms of the District's internal operating environment, a number of potential issues are in the offing for the 2008-2009 fiscal year. They include:

- The financial condition of STRS and the implications thereof for required employer contributions.
- Rising energy costs.
- Economic uncertainties surrounding the collapse of the housing market and sub-prime lending industry.
- Funding requirements associated with our evolution to a 3-college district.
- Impact of bargaining unit negotiations.
- Resource competition which is leading to projections that it will be difficult for the CCC to be funded beyond COLA and Growth.
- Funding softness as we emerge from "stability".

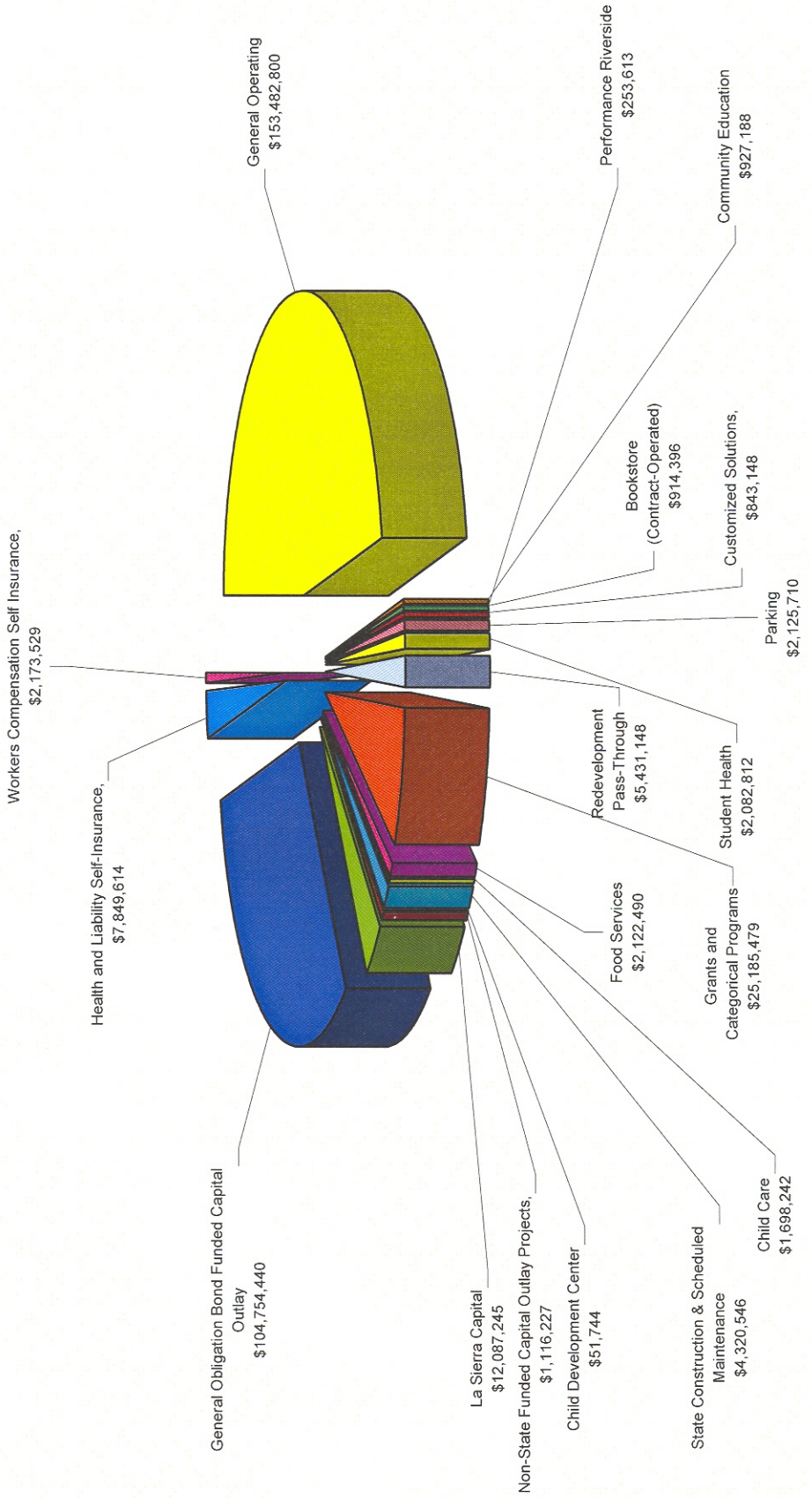
Fiscal 2007-08 will again be an important year in terms of the District's strategic planning efforts as we transition to three separate colleges. Critical to this effort will be the completion of the Educational and Facilities Masterplans and their integration into planning processes. Also, a number of significant facility projects are at crucial stages of development ... Alvord Learning Center, RSA, Moreno Valley Health Sciences, Ben Clark Training Center, Moreno Valley Phase III, Norco Student Success Building, Aquatics Complex... and will require substantial attention... to assure a successful outcome, both programmatically and financially. Additionally, we will devote significant effort developing a new budget allocation model and a mid-range financial model, integrated with our strategic planning efforts, to ensure that resources are distributed in a manner that best serves the needs of our students in a three-college District. Critical in these efforts will be ensuring that our expenditure base is aligned with our revenue outlook both now and in the future.

## Riverside Community College District Fund Schematic - Total Available Funds 2007-2008 Proposed Budget



# EXHIBIT H

## Riverside Community College District 2007-2008 Proposed Budget Total Available Funds



- General Operating
- Bookstore (Contract-Operated)
- Student Health
- Food Services
- Child Development Center
- General Obligation Bond Funded Capital Outlay
- Community Education
- Customized Solutions
- Redevelopment Pass-Through
- Child Care
- Non-State Funded Capital Outlay Projects
- Health and Liability Self-Insurance
- Performance Riverside
- Parking
- Grants and Categorical Programs
- State Construction & Scheduled Maintenance
- La Sierra Capital
- Workers Compensation Self Insurance

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2007-2008**

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2006-2007</u>	<u>Final Budget 2007-2008</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General Operating	\$ 145,124,867	\$ 153,482,800
1080	Community Education	1,089,293	927,188
1090	Performance Riverside	245,739	253,613
1110	Bookstore (Contract-Operated)	971,905	914,396
1170	Customized Solutions	<u>892,698</u>	<u>843,148</u>
	Total Unrestricted General Funds	<u>148,324,502</u>	<u>156,421,145</u>
<u>Restricted - Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,519,955	2,125,710
1070	Student Health	1,623,522	2,082,812
1180	Redevelopment Pass-Through	4,002,499	5,431,148
1190	Grants and Categorical Programs	<u>23,182,543</u>	<u>25,185,479</u>
	Total Restricted General Funds	<u>31,328,519</u>	<u>34,825,149</u>
	Total General Funds	<u>179,653,021</u>	<u>191,246,294</u>
<u>Special Revenue - Funds 32 &amp; 33</u>			
<u>Resource</u>			
3200	Food Services	1,955,435	2,122,490
3300	Child Care	<u>1,549,836</u>	<u>1,698,242</u>
	Total Special Revenue Funds	<u>3,505,271</u>	<u>3,820,732</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2007-2008**

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2006-2007</u>	<u>Final Budget 2007-2008</u>
<u>Capital Projects Funds - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	10,568,531	4,320,546
4110	Child Development Center	49,055	51,744
4120	Non-State Funded Capital Outlay Projects	525	1,116,227
4130	La Sierra Capital	11,671,187	12,087,245
4160	General Obligation Bond Funded Capital Outlay	<u>35,671,504</u>	<u>104,754,440</u>
	Total Capital Projects Funds	<u>57,976,787</u>	<u>122,330,202</u>
<u>Internal Service - Fund 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	6,750,229	7,849,614
6110	Workers Compensation Self Insurance	<u>1,738,283</u>	<u>2,173,529</u>
	Total Internal Service Funds	<u>8,488,512</u>	<u>10,023,143</u>
	<b>Total District Funds</b>	<b><u>\$ 249,623,591</u></b>	<b><u>\$ 327,420,371</u></b>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 14,385,943	\$ 14,310,679
	State of California Student Grants	<u>1,400,000</u>	<u>1,475,000</u>
	Total Student Financial Aid Accounts	<u>15,785,943</u>	<u>15,785,679</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,734,588</u>	<u>1,692,183</u>
	<b>Total Expendable Trust and Agency</b>	<b><u>\$ 17,520,531</u></b>	<b><u>\$ 17,477,862</u></b>
	<b>Grand Total</b>	<b><u>\$ 267,144,122</u></b>	<b><u>\$ 344,898,233</u></b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL OPERATING

FINAL BUDGET  
 2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 18,576,517
Federal Income	\$ 120,000	
State Income	91,697,955	
Local Income	42,842,728	
Other Income	<u>245,600</u>	
Total Income		<u>134,906,283</u>
Total Available Funds (TAF)		<u>\$ 153,482,800</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 67,313,826
2000	Classified Salaries	30,199,160
3000	Employee Benefits	24,814,922
4000	Books and Supplies	2,416,905
5000	Services and Operating Expenses	15,258,117
6000	Capital Outlay	2,421,376
7300	Interfund Transfers	490,000
8999	Intrafund Transfers	<u>1,145,010</u>
	Total Expenditures	144,059,316
7900	* Contingency / Reserves	<u>9,423,484</u>
	Total Resource 1000 Including Contingency / Reserves	<u>\$ 153,482,800</u>

\* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1117) and factoring in the deficit for Resource 1090. The calculated 5% Contingency for Resource 1000 is \$8,406,789.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1050 - PARKING

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 163,428
Local Income	<u>1,962,282</u>
Total Available Funds (TAF)	<u>\$ 2,125,710</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 1,149,907
3000	Employee Benefits	317,474
4000	Books and Supplies	93,161
5000	Services and Operating Expenses	332,003
6000	Capital Outlay	<u>60,000</u>
	Total Expenditures	1,952,545
7900	* Contingency / Reserves	<u>173,165</u>
	Total Resource 1050 Including Contingency / Reserves	<u>\$ 2,125,710</u>

\* 5% Contingency reserve calculated from TAF equals \$106,286



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1070 - STUDENT HEALTH

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 926,366
Local Income	<u>1,156,446</u>
Total Available Funds (TAF)	<u>\$ 2,082,812</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 157,227
2000	Classified Salaries	588,770
3000	Employee Benefits	170,913
4000	Books and Supplies	94,565
5000	Services and Operating Expenses	193,187
6000	Capital Outlay	<u>60,078</u>
	Total Expenditures	1,264,740
7900	* Contingency / Reserves	<u>818,072</u>
	Total Resource 1070 Including Contingency / Reserves	<u>\$ 2,082,812</u>

\* 5% Contingency reserve calculated from TAF equals \$104,141

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1080 - COMMUNITY EDUCATION

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 19,478
Local Income	<u>907,710</u>
Total Available Funds (TAF)	<u>\$ 927,188</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 4,104
2000	Classified Salaries	303,731
3000	Employee Benefits	70,579
4000	Books and Supplies	12,500
5000	Services and Operating Expenses	487,655
6000	Capital Outlay	<u>-</u>
	Total Expenditures	878,569
7900	* Contingency / Reserves	<u>48,619</u>
	Total Resource 1080 Including Contingency / Reserves	<u>\$ 927,188</u>

\* 5% Contingency reserve calculated from TAF equals \$ 46,359

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1090 - PERFORMANCE RIVERSIDE

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ (736,784)
Local Income	\$ 797,140	
Intrafund Transfer From Resource 1000	<u>193,257</u>	
Total Income		<u>990,397</u>
Total Available Funds (TAF)		<u>\$ 253,613</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 329,455
3000	Employee Benefits	104,681
4000	Books and Supplies	39,385
5000	Services and Operating Expenses	497,060
6000	Capital Outlay	<u>3,000</u>
	Total Expenditures	973,581
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1090 Including Contingency / Reserves	<u>\$ 973,581</u>
	Resource Deficit	\$ (719,968)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1110 - BOOKSTORE (CONTRACTOR-OPERATED)

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 36,727
Local Income	<u>877,669</u>
Total Available Funds (TAF)	<u>\$ 914,396</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenses	\$ 42,449
7390	Interfund Transfer to Resource 3200	676,930
8999	Intrafund Transfer to Resource 1000	<u>150,000</u>
	Total Expenditures	869,379
7900	* Contingency / Reserves	<u>45,017</u>
	Total Resource 1110 Including Contingency / Reserves	<u>\$ 914,396</u>

\* 5% Contingency reserve calculated from TAF equals \$ 45,720

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1170 - CUSTOMIZED SOLUTIONS

FINAL BUDGET  
 2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 153,482
State Income	\$ 231,083	
Local Income	285,113	
Intrafund Transfer from Resource 1000	<u>173,470</u>	
Total Income		<u>689,666</u>
Total Available Income (TAF)		<u>\$ 843,148</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 2,100
2000	Classified Salaries	98,609
3000	Employee Benefits	33,340
4000	Books and Supplies	46,400
5000	Services and Operating Expenses	<u>344,538</u>
	Total Expenditures	524,987
7900	* Contingency / Reserves	<u>318,161</u>
	Total Resource 1170 Including Contingency / Reserves	<u>\$ 843,148</u>

\* 5% Contingency reserve calculated from TAF equals \$42,157

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS - THROUGH

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 4,113,148
Local Income	<u>1,318,000</u>
Total Available Income (TAF)	<u>\$ 5,431,148</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenses	<u>\$ 156,300</u>
	Total Expenditures	156,300
7900	* Contingency / Reserves	<u>5,274,848</u>
	Total Resource 1180 Including Contingency / Reserves	<u>\$ 5,431,148</u>

\* 5% Contingency reserve calculated from TAF equals \$ 271,557

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL PROGRAMS

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$	-
Federal Income	\$ 10,454,534		
State Income	12,712,419		
Local Income	1,090,243		
Intrafund Transfers	<u>928,283</u>		
Total Income			<u>25,185,479</u>
Total Available Funds (TAF)		\$	<u>25,185,479</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	4,889,195
2000	Classified Salaries		7,212,170
3000	Employee Benefits		3,248,199
4000	Books and Supplies		2,112,016
5000	Services and Operating Expenses		5,657,794
6000	Capital Outlay		1,850,268
7500	Scholarships		15,381
7600	Student Grants / Bus Passes		<u>200,456</u>
	Total Expenditures		25,185,479
7900	Contingency / Reserves		<u>-</u>
	Total Resource 1190 Including Contingency / Reserves	\$	<u>25,185,479</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 32, RESOURCE 3200 - FOOD SERVICES

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 101,741
Local Income	\$ 1,343,819	
Interfund Transfer From Resource 1110	<u>676,930</u>	
Total Income		<u>2,020,749</u>
Total Available Funds (TAF)		<u>\$ 2,122,490</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 702,807
3000	Employee Benefits	263,962
4000	Books and Supplies	749,497
5000	Services and Operating Expenses	285,693
6000	Capital Outlay	<u>6,552</u>
	Total Expenditures	2,008,511
7900	* Contingency / Reserves	<u>113,979</u>
	Total Resource 3200 Including Contingency / Reserves	<u>\$ 2,122,490</u>

\* 5% Contingency reserve calculated from TAF equals \$ 106,125



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 33, RESOURCE 3300 - CHILD CARE

FINAL BUDGET  
 2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 125,141
Federal Income	\$ 30,995	
State Income	144,440	
Local Income	1,157,666	
Incoming Transfer from Resource 1000	<u>240,000</u>	
Total Income		<u>1,573,101</u>
Total Available Funds (TAF)		<u>\$ 1,698,242</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 995,896
2000	Classified Salaries	227,414
3000	Employee Benefits	217,084
4000	Books and Supplies	72,800
5000	Services and Operating Expenses	84,740
6000	Capital Outlay	<u>-</u>
	Total Expenditures	1,597,934
7900	* Contingency / Reserves	<u>100,308</u>
	Total Resource 3300 Including Contingency / Reserves	<u>\$ 1,698,242</u>

\* 5% Contingency reserve calculated from TAF equals \$84,912

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4100 - STATE CONSTRUCTION AND SCHEDULED MAINTENANCE

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 1,723,920
State Income	\$ 2,343,802	
Intrafund Transfer From Resource 4160	<u>252,824</u>	
Total Income		<u>2,596,626</u>
Total Available Funds (TAF)		<u>\$ 4,320,546</u>

EXPENDITURES

Object Code

4000	Books and Supplies	\$ 1,000
6000	Capital Outlay	<u>4,319,546</u>
	Total Expenditures	4,320,546
7900	Contingency / Reserves	<u>-</u>
	Total Resource 4100 Including Contingency / Reserves	<u>\$ 4,320,546</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4110 - CHILD DEVELOPMENT CENTER

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 50,744
Interest Revenue	<u>1,000</u>
Total Available Funds (TAF)	<u>\$ 51,744</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$ <u>51,744</u>
	Total Expenditures	51,744
7920	Contingency / Reserves	<u>-</u>
	Total Resource 4110 Including Contingency / Reserves	<u>\$ 51,744</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4120 - NON-STATE FUNDED CAPITAL OUTLAY PROJECTS

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$	528
Local Income		<u>1,115,699</u>
Total Available Funds (TAF)	\$	<u>1,116,227</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	<u>1,115,676</u>
	Total Expenditures		1,115,676
7920	Contingency / Reserves		<u>551</u>
	Total Resource 4120 Including Contingency / Reserves	\$	<u>1,116,227</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 11,540,445
Local Income	<u>546,800</u>
Total Available Funds (TAF)	<u>\$ 12,087,245</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenses	\$ 7,500
6000	Capital Outlay	<u>1,688,031</u>
	Total Expenditures	1,695,531
7900	Contingency / Reserves	<u>10,391,714</u>
	Total Resource 4130 Including Contingency / Reserves	<u>\$ 12,087,245</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4160 - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 101,035,938
Local Income	<u>3,718,502</u>
Total Available Funds (TAF)	<u>\$ 104,754,440</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 156,881
3000	Employee Benefits	57,135
4000	Books and Supplies	12,987
5000	Services and Operating Expenses	988,225
6000	Capital Outlay	50,927,429
8999	Intrafund Transfers	<u>252,824</u>
	Total Expenditures	52,395,481
7900	Contingency / Reserves	<u>52,358,959</u>
	Total Resource 4160 Including Contingency / Reserves	<u>\$ 104,754,440</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6100 - HEALTH AND LIABILITY SELF-INSURANCE

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 3,039,829
Local Income	\$ 4,559,785	
Interfund Transfer from Resource 1000	<u>250,000</u>	
Total Income		<u>4,809,785</u>
Total Available Funds (TAF)		<u>\$ 7,849,614</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 182,371
3000	Employee Benefits	66,624
4000	Books and Supplies	7,400
5000	Services and Operating Expenses	4,090,695
6000	Capital Outlay	<u>40,000</u>
	Total Expenditures	4,387,090
7900	Contingency / Reserves	<u>3,462,524</u>
	Total Resource 6100 Including Contingency / Reserves	<u>\$ 7,849,614</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ 679,442
Local Income	<u>1,494,087</u>
Total Available Funds (TAF)	<u>\$ 2,173,529</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 53,323
3000	Employee Benefits	20,525
4000	Books and Supplies	620
5000	Services and Operating Expenses	1,173,329
6000	Capital Outlay	<u>5,000</u>
	Total Expenditures	1,252,797
7900	Contingency / Reserves	<u>920,732</u>
	Total Resource 6110 Including Contingency / Reserves	<u>\$ 2,173,529</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT FEDERAL GRANTS

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$ 13,000,000		
FSEOG Student Grants and Book Waivers	687,984		
ACG Academic Competitiveness Grant	30,000		
Federal Work Study	<u>592,695</u>		
Total Federal Income			<u>14,310,679</u>
Total Available Funds (TAF)		\$	<u>14,310,679</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>14,310,679</u>
	Total Student Federal Grants	\$	<u>14,310,679</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA STUDENT GRANTS

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1	\$ -
State Income - Cal Grant B and C	<u>1,475,000</u>
Total Available Funds (TAF)	<u>\$ 1,475,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	<u>\$ 1,475,000</u>
	Total State of California Student Grants	<u>\$ 1,475,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSOCIATED STUDENTS OF RCC

FINAL BUDGET  
2007-2008

INCOME

Unaudited Beginning Balance, July 1		\$ 1,090,183
Local Income		
Student Fees	\$ 545,500	
Interest	45,500	
Athletic Events	6,500	
Telephone Commission	<u>4,500</u>	
Total Local Income		<u>602,000</u>
Total Available Funds (TAF)		<u>\$ 1,692,183</u>

EXPENDITURES

Account Code

900	ASRCC Operations/Special Events	\$ 38,300	
905	Organizations Funding	138,300	
906	Athletics	232,200	
911	Riverside Special Events	48,250	
912	Riverside Interclub Council	4,700	
913	Riverside MCAC	6,000	
914	Riverside Club Special Events	39,502	
915	Riverside Board of Commissioners	7,800	
921	Norco Operations/Special Events	20,050	
922	Norco Interclub Council	8,050	
923	Norco MCAC	3,300	
924	Norco Club Special Events	12,750	
927	Norco Commissioners	4,050	
931	Moreno Valley Special Events	25,300	
932	Moreno Valley Interclub Council	4,150	
933	Moreno Valley MCAC	3,470	
934	Moreno Valley Club Special Events	5,828	
	Total Expenditures		\$ 602,000
	Contingency		<u>1,090,183</u>
	Total ASRCC Accounts		<u>\$ 1,692,183</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: October 16, 2007

Subject: Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies regarding Equal Employment Opportunity and Commitment to Diversity

Background: At the September 11, 2007, Board meeting, the Board accepted for first reading four (4) new or revised Policies. They are now presented for second reading and approval, as follows:

Updated Policies

Policy 3430 – Prohibition of Harassment. This will replace our current policies 3110/4110/6110 – Prohibition of Sexual Harassment. This updated Policy covers all forms of harassment, not just sexual harassment.

Policy 4630 – Instructional Services Fees. This will replace our current policies 7041 – Other Fees. This policy will deal with the fees charged by our various occupational education programs that offer services to the public for a fee. In doing so, students get to practice the type of work for which they are training and the public receives the services at a reduced cost from what they would pay to a private business. These programs would include cosmetology, child care, welding, smog certificates, as well as fees charged by our Corporate and Business Development Department and our Center for International Trade Development.

New Policies

Policy 3420 – Equal Employment Opportunity. While Equal Employment Opportunity is discussed in some of our other policies, the District needs to adopt a policy stating our position on the issue and it is legally required.

Policy 7100 – Commitment to Diversity. This policy is also legally required and states the District's position on Diversity.

In all instances, the District Administration will establish and put in place the procedures to carry out these policies.

Recommended Action: It is recommended that the Board of Trustees approve Policies 3420, 3430, 4630 and 7100.

James L. Buysse  
Interim Chancellor

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

General Institution  
DRAFT

**BP 3420 EQUAL EMPLOYMENT OPPORTUNITY**

**References:**

Education Code Sections 87100 et seq.;  
Title 5 Sections 53000 et seq.

**The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized and community colleges foster a climate of acceptance with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, respect, harmony, and suitable role models for all students. The Board of Trustees therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.**

**The Chancellor shall develop, for review and adoption by the Board of Trustees, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.**

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**NOTE:** The **bold type** signifies language that is legally required and is recommended by CCLC and LCW. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

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

General Institution  
DRAFT

**BP 3430 PROHIBITION OF HARASSMENT**

**References:**

Education Code Sections 212.5, 44100, 66252, and 66281.5;  
Government Code Section 12950.1;  
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e

**All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.**

**The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.**

**Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled Handling Complaints of Unlawful Discrimination. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.**

**This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition,**

**this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.**

**To this end, the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.**

**The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.**

**This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices. These policies and procedures will also be published on the District's website at [www.rcc.edu](http://www.rcc.edu).**

**Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.**

- ❖ From Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment

~~It is the policy of the Board of Trustees and the Riverside Community College District to provide and maintain the District's facilities as an educational, employment, and business environment unlawful discrimination, which includes sexual harassment or retaliation. Sexual harassment or retaliation is strictly prohibited by Riverside Community College District policies and regulations and will not be tolerated in any form. Such actions perpetrated on the basis of sex are a violation of Title VII of the Civil Rights Act of 1964 and/or Title IX of the 1972 Education Amendments.~~

~~Sexual harassment is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical~~

~~conduct of a sexual nature, made by someone from or in the workplace or in the educational setting.~~

~~Retaliation by the District or any of its officers or employees is unlawful. The District, its officers or employees shall not make an adverse academic decision, demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making academic or employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the District may make, adversely affect academic or working conditions or otherwise deny any academic or employment benefit to an individual because that individual has opposed practices prohibited by this Policy or the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the District, the Fair Employment and Housing Commission, or the Department of Fair Employment and Housing, or their staffs.~~

~~Employees, students and non-employees who are under some form of control of the District are prohibited from committing any act of sexual harassment against any employee or student. Disciplinary action shall be taken against any such person who violates this policy.~~

~~This policy and the attendant rules, regulations and complaint procedures shall be disseminated to all staff and students. The responsibility for this policy and its enforcement shall rest with the President of the College Chancellor or his/her designee.~~

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**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment adopted on 2-18-86 and amended on 6-16-04.

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**Date Adopted:**

*(Replaces current Riverside CCD Policies  
3110/4110/6110)*



Academic Affairs  
DRAFT

## BP 4630 INSTRUCTIONAL SERVICES FEES

## Reference:

No references

❖ **From current Riverside CCD Policy 5030 titled Instructional Production Services**

As a part of the instruction of our **career technical education** vocational programs, it is desirous to afford an opportunity for students to do ~~production~~ work of the type typically encountered in ~~job work~~ situations in the **business** community. These services are provided to the public on a cost **and materials** basis subject to the necessary fiscal and instructional restrictions which ensure adequate accounting and instructional integrity.

The **District** College will **perform these services** ~~accept service requests~~ only to enhance the educational training of students. The work accepted and all necessary tests will be executed by students at the risk of those **receiving the** ~~submitting requests~~ for service. The **District** College, **District** College staff, or students accept no financial or legal responsibility for work improperly executed or **for any** damage **resulting from** ~~as a result of the requested service~~ **received**.

Individuals **receiving** ~~requesting~~ services from **District** College instructional programs will be expected to pay costs **and materials** ~~of for the requested services~~ **received** consistent with reasonable fiscal procedures as developed by the Office of Administration and Finance. These will be explained to each individual **receiving** ~~requesting~~ service **prior to the time the service is rendered**. ~~at the time the request is submitted to the responsible College representative.~~

Administration will develop procedures, announcements and other terms and conditions in keeping with the intent of this policy.

❖ **From current Riverside CCD Policy 7041 titled Other Fees**

~~The Riverside Community College District shall charge fees for the purpose of recovering the cost of services and miscellaneous supplies used by patrons, parents and others. These fees shall be as defined in accompanying regulations.~~

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**NOTE:** The language in **regular type** is current Riverside CCD Policy 5030 titled Instructional Production Services adopted on 2/16/77 and current Riverside Policy 7041 titled Other Fees adopted on 7-2-75 and amended on 8-21-90. The language in **bold italics type** is provided by RCCD staff.

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**Date Adopted:**

*(Replaces current Riverside CCD Policies  
5030 and 7041)*

Human Resources  
DRAFT

**BP 7100 COMMITMENT TO DIVERSITY**

**References:**

Education Code Sections 87100 et seq.;  
Title 5 Sections 53000 et seq.

*Riverside Community College District is committed to building a diverse and accessible environment that fosters intellectual and social advancement. All District programs and activities seek to affirm pluralism of beliefs and opinions, including diversity of religion, gender, ethnicity, race, sexual orientation, disability, age and socioeconomic class. Diversity is encouraged and welcomed because RCCD recognizes that our differences, as well as our commonalities, promote integrity and resilience that prepares our students for the evolving and changing community we serve.*

*Riverside Community College District is committed to promoting diversity district-wide through its student body, as well as its employees. The District maintains a commitment to diversity through the recruitment and retention of students and employees that reflects the diversity of the communities in the District. Every effort is made to initiate and establish specific activities and programs designed to meet the District's diversity goals and objectives, to foster equal participation, and to ensure a campus climate that welcomes and respects differences.*

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**NOTE:** This policy is **legally required**. The **bold italic type** is provided by RCCD staff. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: October 16, 2007

Subject: Community Colleges Initiative

Background: Proposition 92, commonly referred to as the California Community College Initiative (CCCI) proposes to establish in state constitution a system of independent public community college districts and Board of Governors. As noted by the Secretary of State, Proposition 92 does the following:

- “Generally, requires minimum levels of state funding for school districts and community college districts to be calculated separately, using different criteria and separately appropriated.
- Allocates 10.46 percent of current Proposition 98 school funding maintenance factor to community colleges.
- Sets community college fees at \$15/unit per semester; limits future fee increases.
- Provides formula for allocation by Legislature to community college districts that would not otherwise receive general fund revenues through community college apportionment.

Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: Potential increases in state spending on K-14 education of about \$135 million in 2007-08, \$275 million in 2008-09, and \$470 million in 2009-2010, with unknown impact annually thereafter. Annual loss of fee revenues to community colleges of about \$71 million in 2007-08, with unknown impacts annually thereafter.” A copy of the full initiative language on the ballot is attached (*Attachment A*).

The California Community College Initiative has qualified for placement on the February 5, 2008 ballot with supporters having submitted more than 900,000 signatures in January 2007. Californians for Community Colleges is a joint advocacy effort of the Faculty Association of Community Colleges (FACCC), the Community College League of California, the Los Angeles Colleges Faculty Guild, and the California Federation of Teachers are spearheading CCCI. If adopted by the voters the initiative would amend the State Constitution as well as the State Education Code.

For RCCD, the estimate impact is potentially \$8.9 million (*Attachment B*). Furthermore, the advocacy efforts under the Community College League of California (the League) are in the process of raising more than \$3 million for the support campaign for this initiative (*Attachment C*). Fund raising to date has yielded approximately \$1 million, primarily raised from California Federation of Teachers, Community College League, Los Angeles College Faculty Guild and the Faculty Association of CCC. Monies have also been raised at the local community college districts, based upon the League’s suggested assignment of funding raising for each district region. The League assigned a campaign fund raising goal of \$85,000 for this initiative to RCCD. Activities for fund raising within RCCD have not commenced, as is the same for most of the community college districts, thus far. It is also important to note that no District resources can be used in the fundraising campaign.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: October 16, 2007

Subject: Community Colleges Initiative (continued)

Presently, statewide organizations are starting to issue positions relative to this initiative. As such, CTA and Cal Chamber have both taken positions of opposition. Presently, UC Regents and CSU Trustees have been given analysis on the initiative and the potential impact to these two higher education institutions in California, but no formal positions have been taken (*Attachments D & E*).

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff

SECTION 1. Title

This measure shall be known and may be cited as the "Community College Governance, Funding Stabilization, and Student Fee Reduction Act."

SECTION 2. Findings and Declarations of Purpose

The People of the State of California find and declare that:

1. California's community colleges enroll over 2.5 million students each year, providing opportunities for higher education and the skills to be competitive in California's workforce.
2. California's community colleges are affordable. Low student fees and financial aid have made community colleges a gateway to a better life for millions of Californians.
3. Business leaders call California's community colleges a vital component of our state's workforce development, contributing to a healthy economy.
4. The state can fund community college enrollment growth without raising taxes or taking funds from K-12 schools. A dual-funding mechanism under Proposition 98 will achieve both.
5. This initiative will lower student fees and prevent fees from increasing at a rate faster than the growth in personal incomes.
6. Community colleges should be accountable to taxpayers through the election of local boards facing regular election.

Therefore, the People of the State of California hereby adopt the Community College Governance, Funding Stabilization, and Student Fee Reduction Act.

SECTION 3. Section 4 of Article VII of the California Constitution is amended to read:

SEC. 4. The following are exempt from civil service:

- (a) Officers and employees appointed or employed by the Legislature, either house, or legislative committees.
- (b) Officers and employees appointed or employed by councils, commissions or public corporations in the judicial branch or by a court of record or officer thereof.
- (c) Officers elected by the people and a deputy and an employee selected by each elected officer.
- (d) Members of boards and commissions.
- (e) A deputy or employee selected by each board or commission either appointed by the Governor or authorized by statute.
- (f) State officers directly appointed by the Governor with or without the consent or confirmation of the Senate and the employees of the Governor's office, and the employees of the Lieutenant Governor's office directly appointed or employed by the Lieutenant Governor.
- (g) A deputy or employee selected by each officer, except members of boards and

commissions, exempted under Section 4(f).

(h) Officers and employees of the University of California and the California State Colleges *University and executive officers of the Board of Governors of the California Community Colleges.*

(i) The teaching staff of schools under the jurisdiction of the Department of Education or the Superintendent of Public Instruction.

(j) Member, inmate, and patient help in state homes, charitable or correctional institutions, and state facilities for mentally ill or retarded persons.

(k) Members of the militia while engaged in military service.

(l) Officers and employees of district agricultural associations employed less than 6 months in a calendar year.

(m) In addition to positions exempted by other provisions of this section, the Attorney General may appoint or employ six deputies or employees, the Public Utilities Commission may appoint or employ one deputy or employee, and the Legislative Counsel may appoint or employ two deputies or employees.

SECTION 4. Section 17 is hereby added to Article IX of the California Constitution, to read:

*Sec. 17*

*The Legislature shall provide for an independent public postsecondary education system of local community college districts as part of the Public School System.*

SECTION 5. Section 18 is hereby added to Article IX of the California Constitution, to read:

*Sec. 18*

*Each local community college district within the system shall be established in accordance with law and governed by a locally elected board whose functions shall be delineated in law.*

SECTION 6. Section 19 is hereby added to Article IX of the California Constitution, to read:

*Sec. 19*

*(a) The independent postsecondary education system of local community college districts shall be coordinated by a system office governed by a Board of Governors of the California Community Colleges composed of nineteen (19) members appointed by the Governor.*

*(b) The membership of the Board of Governors of the California Community Colleges shall include twelve public members, at least three of whom are, or have been, elected local community college district board members, who shall serve six year terms. In addition there shall be two current or former community college employees, three current or former community college faculty members, who shall serve three-year terms, and two community college students, who shall serve one-year terms.*

*(c) The Board of Governors of the California Community Colleges shall have full power to employ and set the compensation for executive officers of the system office exempt from civil service pursuant to Section 4 of Article VII and to determine expenditures within the system office budget established by law.*

*(d) The work of the Board of Governors of the California Community Colleges at all times shall be directed to maintaining and continuing, to the maximum degree permissible, local authority and control in the governance and administration of the local community college*

*districts and system.*

*(e) The Legislature shall provide through the annual budget act sufficient funding for state operations to provide accountability and leadership of the system of local community college districts.*

*(f) No provisions of the Community College Governance Funding Stabilization, and Student Fee Reduction Act shall be interpreted or applied to exempt the Board of Governors, or the community colleges, from obligations imposed by law with respect to matters other than those imposed by that Act. Nor shall any provision of that Act be construed or applied to authorize the Board of Governors, or any Board officer or agent, to exercise authority with respect to the wages, hours or working conditions of employees of any community college district. Nor shall any provision of that Act be construed or applied to alter the rights of the state employees of the Chancellor's Office Community Colleges System Office with respect to the state civil service or collective bargaining as set forth in applicable law. In adopting the Community College Governance Funding Stabilization, and Student Fee Reduction Act, the People do not intend to establish the community colleges, the Board of Governors, or any individual college or district, as a "constitutional agency" as that term is used in the decisional law of this State, or to divest any community college employee or labor organization, or any community college district or governing board, of any previously accrued right, nor to affect the standards of judicial review applicable to actions of the Board of Governors, the community colleges, or any individual college or district, as to any matter other than those which affect the Board of Governors internal organization as set forth in the Community College Governance Funding Stabilization, and Student Fee Reduction Act.*

SECTION 7. Section 8 of Article XVI of the California Constitution is amended to read:

SEC. 8. (a) From all state revenues there shall first be set apart the moneys to be applied by the State for support of the public school system and public institutions of higher education.

(b) Commencing with the 1990-91 fiscal year, the moneys to be applied by the State for the support of school districts and community college districts shall be not less than the greater of the following amounts:

(1) The amount which, as a percentage of General Fund revenues which may be appropriated pursuant to Article XIII B, equals the percentage of General Fund revenues appropriated for school districts and community college districts, respectively, in fiscal year 1986-87.

(2) The amount required to ensure that the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes shall not be less than the total amount from these sources in the prior fiscal year, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment and adjusted for the change in the cost of living pursuant to paragraph (1) of subdivision (e) of Section 8 of Article XIII B. This paragraph shall be operative only in a fiscal year in which the percentage growth in California per capita personal income is less than or equal to the percentage growth in per capita General Fund revenues plus one half of one percent.

(3) (A) The amount required to ensure that the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes shall equal the total amount from these sources in the prior fiscal year, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment and adjusted for the change in per capita General



Fund revenues.

(B) In addition, an amount equal to one-half of one percent times the prior year total allocations to school districts and community colleges from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes, excluding any revenues allocated pursuant to subdivision (a) of Section 8.5, adjusted for changes in enrollment.

(C) This paragraph (3) shall be operative only in a fiscal year in which the percentage growth in California per capita personal income in a fiscal year is greater than the percentage growth in per capita General Fund revenues plus one half of one percent.

(c) In any fiscal year, if the amount computed pursuant to paragraph (1) of subdivision (b) exceeds the amount computed pursuant to paragraph (2) of subdivision (b) by a difference that exceeds one and one-half percent of General Fund revenues, the amount in excess of one and one-half percent of General Fund revenues shall not be considered allocations to school districts and community colleges for purposes of computing the amount of state aid pursuant to paragraph (2) or 3 of subdivision (b) in the subsequent fiscal year.

(d) In any fiscal year in which school districts and community college districts are allocated funding pursuant to paragraph (3) of subdivision (b) or pursuant to subdivision (h), they shall be entitled to a maintenance factor, equal to the difference between (1) the amount of General Fund moneys which would have been appropriated pursuant to paragraph (2) of subdivision (b) if that paragraph had been operative or the amount of General Fund moneys which would have been appropriated pursuant to subdivision (b) had subdivision (b) not been suspended, and (2) the amount of General Fund moneys actually appropriated for school districts and community college districts in that fiscal year.

(e) The maintenance factor for school districts and community college districts determined pursuant to subdivision (d) shall be adjusted annually for changes in enrollment, and adjusted for the change in the cost of living pursuant to paragraph (1) of subdivision (e) of Section 8 of Article XIII B, until it has been allocated in full. The maintenance factor shall be allocated in a manner determined by the Legislature in each fiscal year in which the percentage growth in per capita General Fund revenues exceeds the percentage growth in California per capita personal income. The maintenance factor shall be reduced each year by the amount allocated by the Legislature in that fiscal year. The minimum maintenance factor amount to be allocated in a fiscal year shall be equal to the product of General Fund revenues from proceeds of taxes and one-half of the difference between the percentage growth in per capita General Fund revenues from proceeds of taxes and in California per capita personal income, not to exceed the total dollar amount of the maintenance factor.

*(f) Commencing with the 2007-08 fiscal year, in determining the total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes pursuant to paragraph (2) of subdivision (b), paragraph (3) of subdivision (b), or in the calculation of the maintenance factor created under subdivision (d), the amount shall be separately calculated and appropriated by the Legislature to school districts and community college districts.*

(g) For purposes of calculating the total allocations to school districts pursuant to this section, "changes in enrollment" shall be measured by the percentage change in average daily attendance. However, in any fiscal year, there shall be no adjustment for decreases in enrollment between the prior fiscal year and the current fiscal year unless there have been decreases in enrollment between the second prior fiscal year and the prior fiscal year and between the third prior fiscal year and the second prior fiscal year.

*(h) For the purposes of calculating the total allocations to community college districts*

*pursuant to this section, "changes in enrollment" shall be measured by the change in the population served by the independent system of public community colleges and other appropriate factors determined pursuant to statute.*

*(i) Subparagraph (B) of paragraph (3) of subdivision (b) may be suspended for one year only when made part of or included within any bill enacted pursuant to Section 12 of Article IV. All other provisions of subdivision (b) may be suspended for one year by the enactment of an urgency statute pursuant to Section 8 of Article IV, provided that the urgency statute may not be made part of or included within any bill enacted pursuant to Section 12 of Article IV.*

SECTION 8. *Section 41210 is added to the Education Code, to read:*

*41210. Notwithstanding any other provision of law, "total allocations to school districts and community college districts" shall not include any of the following:*

*(a) Any program that was funded by the General Fund and Local Property Taxes in the 2004-05 fiscal year, but not considered as total allocations to school districts and community college districts for the purposes of this section in the 2004-05 fiscal year.*

*(b) Repayment of bonded indebtedness issued pursuant to the State General Obligation Bond Law (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code or its successors or issued after the effective date of this statute pursuant to Chapter 3.7 (commencing with Section 15820.30) or Chapter 3.8 (commencing with Section 15820.50) of Part 10b of Division 3 of Title 2 of the Government Code or its successors.*

SECTION 9. *Section 41211 is added to the Education Code, to read:*

*41211. (a) "Changes in enrollment" pursuant to subdivision (h) of Section 8 of Article XVI of the Constitution shall be the greater of:*

- (1) The percentage change in population from the second preceding year to the preceding year of the population of residents of the state between age seventeen (17) and age twenty-one (21), inclusive, or*
- (2) The percentage change in population from the second preceding year to the preceding year of the population of residents of the state between age twenty-two (22) and age twenty-five (25), inclusive.*

*(b) The amount calculated for "changes in enrollment" in subsection (a) shall be increased by the positive difference of the percentage rate of unemployment of California residents from the third quarter of the preceding year less five (5) percent.*

*(c) If the amount calculated for "changes in enrollment" pursuant to subsections (a) and (b) is less than one (1) percent and the percentage of residents of the state enrolled in community colleges is less than the average percentage of residents enrolled in community colleges in the preceding twenty years, "changes in enrollment" shall be one (1) percent.*

*(d) Notwithstanding subsections (a) and (b), in no year shall "changes in enrollment" pursuant to subdivision (h) of Section 8 of Article XVI of the Constitution exceed five (5) percent.*

SECTION 10. *Section 41212 is added to the Education Code, to read:*

*41212. Notwithstanding any other provision of law, 10.46 percent of any funds allocated as*

*repayment of the maintenance factor pursuant to subdivision (e) of Section 8 of Article XVI of the California Constitution existing on the effective date of this statute shall be allocated to community colleges.*

SECTION 11. Section 41213 is added to the Education Code, to read:

*41213. (a) For the purposes of determining the amount required to be appropriated for community colleges pursuant to subdivision (b) of Section 8 of Article XVI of the California Constitution, the amount calculated and appropriated for community colleges shall be not less than the greater of the following amounts:*

- (1) The total General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes appropriated for the support of community colleges in the 2005-06 fiscal year, adjusted by subdivision (b) of Section 8 of Article XVI of the California Constitution for each subsequent year until the effective date of this statute.*
- (2) The total General Fund proceeds of taxes appropriated pursuant to Article XIII B and allocated local proceeds of taxes appropriated for the support of community colleges in the 2006-07 fiscal year, adjusted by subdivision (b) of Section 8 of Article XVI of the California Constitution for each subsequent year until the effective date of this statute.*

SECTION 12. *Section 70901.5 of the Education Code is amended to read:*

*70901.5. (a) The ~~board of governors~~ Board of Governors of the California Community Colleges shall establish procedures for the adoption of rules and regulations governing the California Community Colleges. Among other matters, the procedures shall implement the following requirements:*

*(1) Written notice of a proposed action shall be provided to each community college district and to all other interested parties and individuals, including the educational policy and fiscal committees of the Legislature and the Department of Finance, at least 45 days in advance of adoption. The regulations shall become effective no earlier than 30 days after adoption.*

*(2) The proposed regulations shall be accompanied by an estimate, prepared in accordance with instructions adopted by the Department of Finance, of the effect of the proposed regulations with regard to the costs or savings to any state agency, the cost of any state-mandated local program as governed by Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code, any other costs or savings of local agencies, and the costs or savings in federal funding provided to state agencies.*

*(3) The ~~board of governors~~ Board of Governors of the California Community Colleges shall ensure that all proposed regulations of the board meet the standards of "necessity," "authority," "clarity," "consistency," "reference," and "nonduplication," as those terms are defined in Section 11349 of the Government Code. A district governing board or any other interested party may challenge any proposed regulatory action regarding the application of these standards.*

*(4) Prior to the adoption of regulations, the ~~board of governors~~ Board of Governors of the California Community Colleges shall consider and respond to all written and oral comments received during the comment period.*

*(5) The effective date for a regulation shall be suspended if, within ~~30~~ 60 days after adoption by the ~~board of governors~~ Board of Governors of the California Community Colleges, at least two-thirds of all local district governing boards vote, in open session, to disapprove the regulation. With respect to any regulation so disapproved, the ~~board of governors~~ Board of*

*Governors of the California Community Colleges* shall provide at least 45 additional days for review, comment, and hearing, including at least one hearing before the board itself. After the additional period of review, comment, and hearing, the board may do any of the following:

(A) Reject or withdraw the regulation.

(B) Substantially amend the regulation to address the concerns raised during the additional review period, and then adopt the revised regulation. The regulation shall be treated as a newly adopted regulation, and shall go into effect in accordance with those procedures.

(C) Readopt the regulation as originally adopted, or with those nonsubstantive, technical amendments deemed necessary to clarify the intent of the original regulation. If the ~~board of governors~~ *Board of Governors of the California Community Colleges* decides to readopt a regulation, with or without technical amendments, it shall also adopt a written declaration and determination regarding the specific state interests it has found necessary to protect by means of the specific language or requirements of the regulation. A readopted regulation may then be challenged pursuant to existing law in a court of competent jurisdiction, and shall not be subject to any further appeal within the California Community Colleges.

~~—(6) As to any regulation which the Department of Finance determines would create a state-mandated local program cost, the board of governors shall not adopt the regulation until the Department of Finance has certified to the board of governors and to the Legislature that a source of funds is available to reimburse that cost.~~

~~—(7) (6) Any district or other interested party may propose a new regulation or challenge any existing regulation.~~

(b) Except as expressly provided by this section, and except as provided by resolution of the ~~board of governors~~ *Board of Governors of the California Community Colleges*, the provisions of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code shall not apply to regulations adopted by the ~~board of governors~~ *Board of Governors of the California Community Colleges*.

SECTION 13. *Section 71000 of the Education Code is amended to read:*

71000. There is in the state government a Board of Governors of the California Community Colleges, consisting of ~~16~~ 19 voting members ~~and one nonvoting member~~, appointed by the Governor, as follows:

(a) ~~Twelve~~ Twelve public members, each appointed with the advice and consent of two-thirds of the membership of the Senate to six-year staggered terms. ~~Two~~ Three of these members shall be current or former elected members of local community college district governing boards, *appointed from a list of at least three persons submitted to the Governor by the statewide organization representing locally elected community college trustees recognized to participate in the consultation process established by subsection (e) of Section 70901.*

(b) (1) (A) ~~One~~ Two voting student members, *who shall serve one-year terms.* ~~and one nonvoting student member, who exercise their duties in accordance with the procedure set forth in paragraph (3).~~

(B) These students shall be enrolled in a community college with a minimum of five semester units, or its equivalent, at the time of the appointment and throughout the period of their terms, or until a replacement has been named. A student member shall be enrolled in a community college at least one semester prior to his or her appointment, and shall meet and maintain the minimum standards of scholarship prescribed for community college students.

(C) Each student member shall be appointed from a list of names of at least three persons

submitted to the Governor by the ~~California Student Association of Community Colleges statewide organizations representing community college student governments recognized to participate in the consultation process established by subsection (e) of Section 70901.~~

~~—(2) The term of office of one student member of the board shall commence on July 1 of an even-numbered year, and expire on June 30 two years thereafter. The term of office of the other student member of the board shall commence on July 1 of an odd-numbered year, and expire on June 30 two years thereafter. Notwithstanding paragraph (1), a student member who graduates from his or her college on or after January 1 of the second year of his or her term of office may serve the remainder of the term.~~

~~—(3) During the first year of a student member's term, a student member shall be a member of the board and may attend all meetings of the board and its committees. At these meetings, a student member may fully participate in discussion and debate, but may not vote. During the second year of a student member's term, a student member may exercise the same right to attend meetings of the board, and its committees, and shall have the same right to vote as the members appointed pursuant to subdivisions (a) and (c).~~

~~—(4) Notwithstanding paragraph (3), if a student member resigns from office or a vacancy is otherwise created in that office during the second year of a student member's term, the remaining student member shall immediately assume the office created by the vacancy and all of the participation privileges of the second-year student member, including the right to vote, for the remainder of that term of office.~~

~~(c) Two Three voting current or former tenured faculty members from a community college, who shall be appointed for two three-year terms. The Governor shall appoint at least two of the each faculty members from a lists each faculty member from a list of names of at least three persons furnished by the Academic Senate of the California Community Colleges. Each seat designated as a tenured faculty member seat shall be filled by a tenured faculty member from a community college pursuant to this section and Section 71003.~~

~~(d) One Two voting classified current or former employees, who shall be appointed by the Governor for three-year terms a two-year term. The Governor shall appoint at least one of the employees the classified employee member from a list of at least three current classified employees persons furnished by the exclusive representatives of classified employees of the California Community Colleges. The Governor shall appoint one of the employees from a list of at least three persons submitted to the Governor by the statewide organization representing community college chief executive officers recognized to participate in the consultation process established by subsection (e) of Section 70901.~~

SECTION 14. *Section 71003 of the Education Code is amended to read:*

71003. (a) Except for the student members, the faculty members, and the ~~classified~~ employee members appointed by the Governor, any vacancy in an appointed position on the board shall be filled by appointment by the Governor, subject to confirmation by two-thirds of the membership of the Senate. A vacancy in the office of a student member, a faculty member, or ~~the classified~~ an employee member shall be filled by appointment by the Governor.

(b) *Except in the case of the student members, the appointee to fill a vacancy shall hold office only for the balance of the unexpired term. Vacancies in the student member positions shall be filled by an appointment by the Governor for a full one-year term.*

SECTION 15. *Section 71090.5 of the Education Code is amended to read:*

71090.5. ~~In addition to the position authorized by Pursuant to subdivision (e) of Section 4 of Article VII of the California Constitution, the Governor, with the recommendation of the board of governors the Board of Governors of the California Community Colleges shall appoint a Chancellor and up to six deputy chancellors and vice chancellors, who shall be exempt from state civil service. The appointments shall not exceed an aggregate total of six seven, for both the positions appointed pursuant to this section. of deputy and vice chancellor.~~

SECTION 16. *Section 76301 is added to the Education Code, to read:*

76301. (a) *Notwithstanding any other provision of law, the fee prescribed by Section 76300 shall be fifteen dollars (\$15) per unit per semester or the fee existing on the effective date of this statute, whichever is lower.*

(b) *The fee prescribed by Section 76300 and this section shall not be increased in any year by an amount exceeding the lesser of:*

(1) *the percentage change in per capita personal income of California residents from the second preceding year to the immediate preceding year, rounded down to the nearest whole dollar; or*

(2) *ten (10) percent.*

(c) *This section shall be effective with the first full fall academic term commencing at least sixty (60) days following the effective date of this statute.*

SECTION 17. *Section 76301.5 is added to the Education Code, to read:*

76301.5 (a) *The Legislature shall allocate to any community college district that does not receive general fund revenues through the community college apportionment because the district's local property tax and student fee revenue exceeds the general revenue calculated for the district in the annual budget act an amount equal to the total revenue that would have been generated by the district if the fee otherwise had remained at the level on the day preceding the effective date of this statute.*

(b) *This section shall only be effective in years in which the fee prescribed by this chapter is less than the fee existing on the day preceding the effective date of this statute.*

SECTION 18. *Section 84754 is added to the Education Code, to read:*

(a) *Notwithstanding any other provision of law, decreases in FTES shall result in revenue reductions made evenly over a three-year period beginning in the year following the initial year of decrease in FTES.*

(b) *Districts shall be entitled to the restoration of any reductions in apportionment revenue due to decreases in FTES during the three years following the initial year of decrease in FTES if there is a subsequent increase in FTES.*

(c) *No district shall be entitled to revenue stability pursuant to subsection (a) for more than ten percent of its pre-decline total FTES, unless the Chancellor issues a finding that the decline was the consequence of a natural or man-made disaster or a regionalized financial calamity.*

(d) *By enacting this section, the People intend to maintain access for students and provide fiscal stability for community college districts and their employees during periods of enrollment instability.*

## SECTION 19. GENERAL PROVISIONS

*(a) Conflicting Measures:*

*(1) This measure is intended to be comprehensive. It is the intent of the people that in the event that this measure and another initiative measure or measures relating to the same issue shall appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.*

*(2) If this measure is approved by the voters but superseded by law by any other conflicting ballot measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.*

*(b) Severability: The provisions of this act are severable. If any provision of this chapter or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.*

*(c) Amendment: The provisions of Sections 8 through 15, inclusive, and Section 17 of this act may be amended by a statute that is passed by a vote of four-fifths of the membership of each house of the Legislature and signed by the Governor. All amendments to Sections 8 through 15, inclusive, of this act shall be to further the act and shall be consistent with its purposes. The per unit fee level set by subsection (a) of Section 16 of this act may be increased pursuant to subsection (b) of Section 16 of this act by a statute specifically and exclusively for that purpose that is passed by a vote of two-thirds of the membership of each house and signed by the Governor. The per unit fee level set by subsection (a) of Section 16 of this act may be reduced by a statute that is passed by a majority vote of each house and signed by the Governor.*

**CALIFORNIA COMMUNITY COLLEGES  
BALLOT MEASURE SIMULATION**

**ATTACHMENT B**

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District	2009-10 Existing Law	2009-10 Ballot Measure <sup>1</sup>	Projected Base Budget Increase Over Current Law
Allan Hancock	\$56.2 million	\$59.4 million	\$3.2 million
Antelope Valley	\$62.3 million	\$65.8 million	\$3.6 million
Barstow	\$17.3 million	\$18.3 million	\$1.0 million
Butte	\$66.4 million	\$70.2 million	\$3.8 million
Cabrillo	\$68.5 million	\$72.4 million	\$3.9 million
Cerritos	\$97.3 million	\$102.9 million	\$5.6 million
Chabot-Las Positas	\$100.6 million	\$106.3 million	\$5.8 million
Chaffey	\$85.5 million	\$90.4 million	\$4.9 million
Citrus	\$65.3 million	\$69.1 million	\$3.7 million
Coast	\$205.7 million	\$217.5 million	\$11.8 million
Compton	\$36.1 million	\$38.2 million	\$2.1 million
Contra Costa	\$183.1 million	\$193.6 million	\$10.5 million
Copper Mt.	\$12.2 million	\$12.9 million	\$0.7 million
Desert	\$44.8 million	\$47.3 million	\$2.6 million
El Camino	\$112.8 million	\$119.3 million	\$6.5 million
Feather River	\$12.5 million	\$13.2 million	\$0.7 million
Foothill-DeAnza	\$192.7 million	\$203.7 million	\$11.0 million
Gavilan	\$30.6 million	\$32.3 million	\$1.8 million
Glendale	\$89.6 million	\$94.8 million	\$5.1 million
Grossmont-Cuyamaca	\$107.7 million	\$113.9 million	\$6.2 million
Hartnell	\$40.4 million	\$42.7 million	\$2.3 million
Imperial	\$41.0 million	\$43.3 million	\$2.3 million
Kern	\$116.6 million	\$123.3 million	\$6.7 million
Lake Tahoe	\$13.9 million	\$14.7 million	\$0.8 million
Lassen	\$13.8 million	\$14.6 million	\$0.8 million
Long Beach	\$123.7 million	\$130.7 million	\$7.1 million
Los Angeles	\$594.8 million	\$628.9 million	\$34.1 million
Los Rios	\$293.1 million	\$309.8 million	\$16.8 million
Marin	\$31.3 million	\$33.1 million	\$1.8 million
Mendocino-Lake	\$21.7 million	\$23.0 million	\$1.2 million
Merced	\$53.6 million	\$56.7 million	\$3.1 million
Mira Costa	\$48.6 million	\$51.3 million	\$2.8 million
Monterey Peninsula	\$44.7 million	\$47.3 million	\$2.6 million
Mt. San Antonio	\$157.6 million	\$166.6 million	\$9.0 million
Mt. San Jacinto	\$57.7 million	\$61.0 million	\$3.3 million
Napa Valley	\$36.1 million	\$38.2 million	\$2.1 million
North Orange County	\$189.9 million	\$200.8 million	\$10.9 million
Ohlone	\$51.7 million	\$54.7 million	\$3.0 million
Palo Verde	\$14.1 million	\$14.9 million	\$0.8 million
Palomar	\$111.8 million	\$118.2 million	\$6.4 million
Pasadena Area	\$129.5 million	\$136.9 million	\$7.4 million
Peralta	\$118.9 million	\$125.8 million	\$6.8 million
Rancho Santiago	\$162.6 million	\$171.9 million	\$9.3 million
Redwoods	\$33.1 million	\$35.0 million	\$1.9 million
Rio Hondo	\$74.4 million	\$78.6 million	\$4.3 million
Riverside	\$156.1 million	\$165.0 million	\$8.9 million
San Bernardino	\$84.6 million	\$89.5 million	\$4.8 million
San Diego	\$229.3 million	\$242.5 million	\$13.1 million
San Francisco	\$196.6 million	\$207.8 million	\$11.3 million
San Joaquin Delta	\$91.4 million	\$96.6 million	\$5.2 million
San Jose-Evergreen	\$89.4 million	\$94.5 million	\$5.1 million
San Luis Obispo	\$56.3 million	\$59.5 million	\$3.2 million
San Mateo	\$131.5 million	\$139.0 million	\$7.5 million
Santa Barbara	\$90.0 million	\$95.1 million	\$5.2 million
Santa Clarita	\$78.4 million	\$82.9 million	\$4.5 million
Santa Monica	\$129.3 million	\$136.7 million	\$7.4 million
Sequoias	\$49.5 million	\$52.3 million	\$2.8 million
Shasta-Tehama-Trinity	\$46.5 million	\$49.2 million	\$2.7 million
Sierra	\$86.2 million	\$91.2 million	\$4.9 million
Siskiyou	\$17.8 million	\$18.8 million	\$1.0 million
Solano	\$56.3 million	\$59.5 million	\$3.2 million
Sonoma	\$115.3 million	\$121.9 million	\$6.6 million



**CALIFORNIA COMMUNITY COLLEGES  
BALLOT MEASURE SIMULATION**

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<b>District</b>	<b>2009-10 Existing Law</b>	<b>2009-10 Ballot Measure <sup>1</sup></b>	<b>Projected Base Budget Increase Over Current Law</b>
South Orange	\$135.0 million	\$142.7 million	\$7.7 million
Southwestern	\$89.4 million	\$94.5 million	\$5.1 million
State Center	\$158.0 million	\$167.1 million	\$9.1 million
Ventura	\$150.8 million	\$159.4 million	\$8.6 million
Victor Valley	\$54.9 million	\$58.1 million	\$3.1 million
West Hills	\$35.4 million	\$37.4 million	\$2.0 million
West Kern	\$22.7 million	\$24.0 million	\$1.3 million
West Valley-Mission	\$106.9 million	\$113.0 million	\$6.1 million
Yosemite	\$99.6 million	\$105.3 million	\$5.7 million
Yuba	\$50.2 million	\$53.1 million	\$2.9 million
<b>State Total</b>	<b>\$6,829</b>	<b>\$7,220 -</b>	<b>\$391 million</b>

Projected amounts are rounded and based on each district's current share of state-determined community college revenue. Actual amounts will vary based on growth, decline and legislative decisions.

All amounts have been adjusted to accommodate reduced fee revenue.

Amounts for Marin, MiraCosta and South Orange are demonstrative of the relative impact, but can not be accurately projected because the districts are excess local property tax districts.

**Proposition 92**  
**Campaign Phase Fundraising - Ranked**  
**(as of October 3, 2007)**

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<b>Rank</b>	<b>District</b>	<b>Goal</b>	<b>Received</b>	<b>% of Goal</b>
1	San Diego	\$102,000	\$95,025	93%
2	Desert	\$16,000	\$10,510	66%
3	San Jose-Evergreen	\$42,000	\$25,735	61%
4	Foothill-DeAnza	\$72,000	\$40,000	56%
5	Los Rios	\$102,000	\$35,910	35%
6	Glendale	\$35,000	\$11,770	34%
7	State Center	\$85,000	\$25,000	29%
8	Santa Monica	\$49,000	\$13,025	27%
9	Sequoias	\$25,000	\$4,250	17%
10	Contra Costa	\$74,000	\$10,100	14%
11	Sonoma County	\$63,000	\$7,250	12%
12	Chabot-Las Positas	\$51,000	\$5,025	10%
13	El Camino	\$59,000	\$5,100	9%
14	Mendocino-Lake	\$10,000	\$300	3%
15	San Bernardino	\$39,000	\$1,000	3%
16	Rio Hondo	\$25,000	\$475	2%
17	Butte-Glenn	\$38,000	\$600	2%
18	Cerritos	\$55,000	\$850	2%
19	Los Angeles	\$186,000	\$2,450	1%
20	Shasta-Tehama-Trinity	\$25,000	\$300	1%
21	Santa Barbara	\$36,000	\$350	1%
22	Kern	\$37,000	\$350	1%
23	West Valley-Mission	\$54,000	\$500	1%
24	Ohlone	\$22,000	\$200	1%
25	Merced	\$19,000	\$100	1%
26	Peralta	\$52,000	\$250	0%
27	Antelope Valley	\$32,000	\$150	0%
28	North Orange County	\$101,000	\$450	0%
29	Mt. San Antonio	\$60,000	\$200	0%
30	San Mateo County	\$54,000	\$75	0%
31	San Francisco	\$69,000	\$70	0%
32	Palomar	\$58,000	\$50	0%
33	Cabrillo	\$32,000	\$25	0%
34	Ventura County	\$81,000	\$50	0%
35	Coast	\$64,000	\$25	0%
36	Allan Hancock	\$31,000	\$0	0%
37	Barstow	\$10,000	\$0	0%
38	Chaffey	\$35,000	\$0	0%
39	Citrus	\$24,000	\$0	0%
40	Compton	\$18,000	\$0	0%
41	Copper Mountain	\$10,000	\$0	0%
42	Feather River	\$5,000	\$0	0%
43	Gavilan	\$13,000	\$0	0%
44	Grossmont-Cuyamaca	\$57,000	\$0	0%
45	Hartnell	\$20,000	\$0	0%
46	Imperial	\$19,000	\$0	0%
47	Lake Tahoe	\$10,000	\$0	0%
48	Lassen	\$10,000	\$0	0%

**Proposition 92**  
**Campaign Phase Fundraising - Ranked**  
**(as of October 3, 2007)**

<b>49</b>	Long Beach	\$63,000	\$0	0%
<b>50</b>	Marin	\$14,000	\$0	0%
<b>51</b>	Mira Costa	\$24,000	\$0	0%
<b>52</b>	Monterey Peninsula	\$25,000	\$0	0%
<b>53</b>	Mt. San Jacinto	\$18,000	\$0	0%
<b>54</b>	Napa Valley	\$19,000	\$0	0%
<b>55</b>	Palo Verde	\$10,000	\$0	0%
<b>56</b>	Pasadena Area	\$47,000	\$0	0%
<b>57</b>	Rancho Santiago	\$85,000	\$0	0%
<b>58</b>	Redwoods	\$17,000	\$0	0%
<b>59</b>	Riverside	\$85,000	\$0	0%
<hr/>				
<b>60</b>	San Joaquin Delta	\$47,000	\$0	0%
<b>61</b>	San Luis Obispo County	\$29,000	\$0	0%
<b>62</b>	Santa Clarita	\$40,000	\$0	0%
<b>63</b>	Sierra	\$46,000	\$0	0%
<b>64</b>	Siskiyou	\$10,000	\$0	0%
<b>65</b>	Solano County	\$30,000	\$0	0%
<b>66</b>	South Orange County	\$67,000	\$0	0%
<b>67</b>	Southwestern	\$49,000	\$0	0%
<b>68</b>	Victor Valley	\$30,000	\$0	0%
<b>69</b>	West Hills	\$10,000	\$0	0%
<b>70</b>	West Kern	\$10,000	\$0	0%
<b>71</b>	Yosemite	\$55,000	\$0	0%
<b>72</b>	Yuba	\$23,000	\$0	0%
<b>District Total</b>		<b>\$3,039,000</b>	<b>\$297,520</b>	<b>10%</b>
California Federation of Teachers			\$155,450	
Community College League			\$41,250	
Los Angeles College Faculty Guild			\$130,000	
Faculty Association of CCC			\$30,000	
<b>TOTAL</b>			<b>\$654,220</b>	

Goal: 50% of unmet qualification phase goal plus new goal based on 2005-06  
 Recalculation Credit FTES with a \$10,000 minimum goal.

Californians for Improving Community Colleges  
 c/o Rix Bradford Consultants  
 512 N. Larchmont Blvd.  
 Los Angeles, CA 90004  
 323-460-2380

Contributions reflected above were made on behalf of the listed district. Public funds  
 may not be used for initiative campaigns.

**Information Item**

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**COMMITTEE ON GOVERNMENTAL RELATIONS****February Ballot Item: Community College Governance Initiative****Presentation By**

Karen Y. Zamarripa  
Assistant Vice Chancellor  
Advocacy and Institutional Relations

**Summary**

Californians for Community Colleges coalition, which is comprised of the Community College League of California (League), California Federation of Teachers (CFT), Faculty Association of California Community Colleges (FACCC), Los Angeles College Faculty Guild (Guild), Community College Chancellor's Office (CCCO), and various student organizations have qualified a ballot initiative known as the Community College Governance, Funding Stabilization, and Student Fee Reduction Act, for the next General Election. If adopted by the voters the initiative would amend the State Constitution as well as the State Education Code.

The Community College Governance initiative would do the following:

- Establish an independent, locally governed community college system in the State Constitution.
- Establish a new Proposition 98 (Prop. 98) enrollment growth mechanism to provide the community colleges with a separate guarantee of Prop. 98 funds.
- Require a state General Fund backfill guarantee for any community college district that experiences a property tax revenue shortfall.
- Increase the membership of the Board of Governors (BOG) from 16 to 19 voting members by adding three new members and changing one current "non-voting" student position to a voting member.
- Exempt Executive Officers of the BOG from Civil Service status and allow the Chancellor to choose up to six appointments, these appointments have currently been made by the Governor.
- Reduce student fees from \$20 per unit (previously \$26 per unit) to \$15 per unit, effective for the Fall 2008 semester. It would also require a 2/3 vote threshold to increase this fee in the future.

**Constitution**

The first provision of this initiative would recognize in the state constitution the 72 locally governed community college districts that oversee 2.5 million students at 109 community college

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campuses. This would not change the current governance or oversight of the Board of Governor's or the Chancellor's Office over locally governed community college districts but would make any further governance changes to improve governance, student achievement, etc. nearly impossible.

California Tax Payers Association (Cal Tax), which states its mission is to protect taxpayers from unnecessary taxes and to promote efficient, quality government services, raises numerous concerns with the California Community Colleges (CCC) being placed in the State Constitution. Cal Tax suggests that this could exempt community colleges from "legislative oversight and public scrutiny," and also speculates whether problematic or corrupt local community college districts would be insulated from State oversight. (The measure also amends the Constitution to state that the Legislature shall provide through the annual budget act sufficient funding for the State operations of the community colleges and places the Board of Governor's membership into the Constitution as well.)

### **Guaranteed State Revenue Stream**

The initiative also will establish a new Proposition 98 (Prop. 98) enrollment growth mechanism to provide the community colleges with a separate guarantee. Currently, the CCC receives a share of Prop. 98 funding after decisions have been made on K-12 budget priorities. The funding share has ranged from a high of 10.89 percent to a low of 9.67 percent, a difference that represents millions of dollars for the CCC. This initiative would establish a Prop. 98 base of no less than 10.46 percent in the 2007-08 fiscal year and calculate CCC enrollment funding above this base amount on the following three factors:

Whichever is greater of:

- Change in population of California residents between ages 17 and 21, or
- Change in population of California residents between the ages of 22 and 25
  
- Plus, an additional 1 percent enrollment growth above the separate Prop. 98 calculations for every 1 percent above California's unemployment rate of 5 percent, and
- A maximum enrollment growth based on these factors capped at 5 percent in any given fiscal year

Based on fiscal impacts made by the Legislative Analyst's Office (LAO) and the Department of Finance (DOF) this initiative could increase the Proposition 98 funding for California's Community Colleges by \$135 million in 2007-08; \$275 million in 2008-09; and \$470 million in 2009-10.

Cal Tax raises concerns with passing a "fiscally irresponsible measure" and "ballot box budgeting" that could lead to cuts in other programs, those that are not "guaranteed them a piece

of the budget pie,” or through increases in taxes. They further question whether the CCC would no longer work to justify their expenses and may simply lead to a wasting of limited monies.

Finally, questions have been raised about the state being locked-into a spending formula that may be flawed. Cal Tax wonders if besides age and unemployment formulas being used, perhaps enrollment in the CSU and UC, as well as the health of the State Economy, should be considered when deciding CCC’s share of Prop. 98.

### **Guaranteed State Backfill**

This initiative also requires a state General Fund backfill guarantee for any community college district’s property tax shortfall. This provision is currently in place for all K-12 districts, however despite legislative attempts over the past 15 years, the CCC has been unable to get such a statute enacted. In the early 1990’s this represented a cost of over \$100 million to community college districts with lost revenue due to the recession and the loss of property tax revenue.

The initiative does not include any revenue source (e.g. ½ per cent increase in sales tax, property tax or personal income tax) to pay for the additional funding to the CCC. Since the initiative does not provide for any additional tax revenue to the state General Fund the assumption is that the increased funding to the CCC will come from the current 8 percent discretionary portion of the state budget. Therefore, the state General Fund available to support the California State University, University of California, Health and Human Services and Corrections would have less revenue to support funding priorities for these institutions as a result of this initiative.

Cal Tax raises concerns regarding the draft language of this proposal and whether it will provide more monies from the General Fund to be allocated to wealthier districts. It suggests that Section 17 of this initiative would require the legislature to allocate an amount equal to the total revenue that would have been generated by a district not subject to funding from the General Fund (due to high fee revenue and property tax revenue) had the community college fee otherwise not been reduced by the initiative. Because the provision uses the term “total revenue” rather than the term “fee revenue,” Cal Tax wonders if this would result in a revenue windfall to those wealthier districts because the statute does not specify that the legislature should allocate the amount of total “fee revenue.”

### **Board Membership**

The number of voting members on the State Board of Governor’s (BOG) would be increased by adding four new voting members (from 16 to 19 total members, one current “non-voting” student position would be changed to a voting member.) The Governor would appoint these positions

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from an approved list of candidates from interested parties rather than the general public. This initiative would change the make-up in the following way:

- 12 public members with three of these members being former or current elected members of local community college boards (existing law requires two members). The Governor must appoint from a list of at least three recommendations submitted from the league for these three appointments.
- Two community college students to serve one-year terms. (Existing law requires one voting student member and one non-voting.)
- Three current or former community college faculty members, to serve three-year terms. (Existing law requires two.) The Governor must appoint from a list of at least three recommendations submitted from the Academic Senate.
- Two current or former community college employees to serve three-year terms. (Existing law requires one.) The Governor must appoint from a list of at least three recommendations submitted from Labor.

Concerns have been raised that the Board would be shifted toward “community college insiders”. The analysis completed by Cal Tax suggests that the board would be changed from “six community college insiders and ten other members, the board must now be composed of 10 community college insiders and nine other members, tipping the scales of governance.” Cal Tax also noted that the Board will be responsible for compensation, college budgets and organizational decisions and may no longer be accountable to the State. The Board of Governors would now be referenced in State Code (Education Code 71000) and the State Constitution (Section 19 of Article IX).

### **Exempt Executive Officers**

This initiative gives the Board of Governor’s and the Community College Chancellor the authority to make executive staff appointments that are currently appointments of the Governor. However, this does not provide any additional funding to the Chancellor’s Office to support these positions. The Chancellor’s Office currently has General Fund support that is less (\$12.3 million) than funding provided to the Chancellor’s Office in the 1989-90 fiscal year (\$15.1 million).

This ballot measure would allow the Chancellor to hire his or her own senior staff instead relying on the Governor to choose staff for the Chancellor. Also, these appointments would not be civil service employees, but similar to CSU senior staff and executives.

### **Fee Reduction**

The California Postsecondary Education Commission (CPEC) estimates that California’s community colleges are not serving as many students as they could be due to budget cuts made

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over the last five years. CPEC maintains that the CCC could have served almost 100,000 more students than they are currently serving. Most Californian's are supportive of everyone, especially young adults, having the opportunity to earn a college degree.

This initiative would reduce student fees for CCC's from \$20 per unit (previously \$26 per unit) to \$15 per unit, effective for the Fall 2008 semester. Further it restricts a fee increase to be either: no more than ten percent a year or a formula based on the increase of personal income per capita, whichever is lower.

Article 2, section 10 (c) of the State Constitution states: "the Legislature may amend or repeal an initiative statute by another statute that becomes effective only when approved by the electors unless the initiative statute permits amendment or repeal without their approval." This measure does allow the legislature to modify most of the Education statute changes it proposes with a 4/5 vote of the legislature and signature of the Governor.

However, the initiative makes an exception to those provisions for student fees. The legislature could only raise student fees with a 2/3 vote, and only in "exclusive" legislation pertaining only to CCC fees. However, a student fee reduction would only require a simple majority vote of the legislature. This measure would presumably require a stand alone measure to enact the fee increase, and would not allow a fee increase to take place as a part of a budget deal. The initiative does not include any provisions for the loss of student fee revenue, although the fee revenue losses are presumably offset by the significant General Fund increases required by the initiative. The LAO estimates that the CCC will see a loss of \$71 million in 2007-08 with unknown impacts on-going.

While the measure will likely be marketed to voters as a way to reduce student fees for community college students, it also will change its governance structure as well as provide an increase guarantee for the colleges under Prop. 98. FACC states that January 2005 polling showed that 62% of voters were likely to vote "yes," with that level rising to 69% after hearing pro and con arguments. They also state that this initiative was carefully crafted, like holding K-12 harmless for example, making it difficult for groups with resources to oppose the proposal. The California Teacher's Association is opposed to this measure, and Cal Tax is likely to be opposed as well.



**Community College Governance, Funding Stabilization, and Student  
Fee Reduction Act (No. 06-0030)**

**UC Staff Analysis of the Initiative**

The Community College Governance, Funding Stabilization, and Student Fee Reduction Act (No. 06-0030)<sup>i</sup> has qualified for the February 5, 2008 Presidential Primary Election ballot. This initiative would establish the California Community Colleges (CCC) in the state constitution, provide a separate Proposition 98 funding guarantee for the CCC apart from K-12, and reduce CCC fee levels while limiting future increases.

This document describes the three major areas covered by the initiative and the interest to UC: CCC funding levels, a description of the changes to student fee levels that would be enacted by the initiative, and the CCC governance provisions in the initiative – followed by analysis and recommendations for UC action.

Minimum funding levels for the CCC. Proposition 98 guarantees a minimum annual level of funding for K-12 schools and community colleges. The Proposition 98 guarantee consists of three “tests” that apply under varying economic and fiscal conditions. Proposition 98 states that together, K-12 education and community colleges shall receive the greater of a fixed percentage of state General Fund revenues (Test 1) or the amount they received in the prior year, adjusted for enrollment and inflation (Tests 2 and 3).

The initiative would instead require under Tests 2 and 3 that minimum levels of state funding for school districts and community college districts be calculated separately, and calculate the CCC minimum guarantee under Tests 2 and 3 based on economic growth and changes in the college-age population. Currently, Test 2 increases the K-14 minimum guarantee by 1) K-12 enrollment growth and 2) percent change in personal income. Test 3 increases the minimum guarantee by 1) K-12 enrollment growth and 2) percent increase in General Fund revenue plus .5%. The ballot initiative would instead calculate the CCC minimum guarantee under Test 2 or 3 based on economic growth and changes in the college-age population.

Specifically, starting in 2007-08, the CCC enrollment growth factor would be the sum of two percentages: (a) either the population changes in 17-21 year olds or in 22-25 year olds (whichever is greater) and (b) the unemployment rate minus 5 percent (only in years when it exceeds 5 percent).

The following table includes projected population growth figures from DOF:

<u>Year</u>	<u>Population, 17-21</u>	<u>% increase</u>	<u>Population, 22-25</u>	<u>% increase</u>
2006	2,751,040		2,064,473	
2007	2,846,343	<b>3.46</b>	2,102,761	1.85
2008	2,946,733	<b>3.53</b>	2,139,316	1.74
2009	3,036,136	<b>3.03</b>	2,175,213	1.68

In calculating Test 2 or 3 for each of the next three years, the minimum guarantee calculation would include the increase in population of 17-21 year olds because it is larger than the increase for 22-25 year olds. These percentages are bolded in the table above.

For the unemployment rate calculation, note that only twice in the last thirty years (2000 and 2006) has the CA unemployment rate been below 5 percent. Between 2001 and 2005, it has been between 5.4 and 6.8 percent.

Further, the enrollment growth factor is capped at 5 percent in any year, and cannot be lower than 1 percent so long as the percentage of state residents enrolled at CCC is less than the average enrollment rate over the preceding 20 years.

The initiative would not alter Proposition 98 in years that use Test 1 calculations. The LAO has projected that as early as 2010-11, Test 1 would be used for Proposition 98 calculations and thus longer-term initiative funding impacts are difficult to project.

Further, the state can suspend the minimum Proposition 98 guarantee in a fiscal year, but in later years must eventually fully restore the suspended funds.

*UC Impact.* UC's budget would not be directly affected by the initiative. However, there is the potential that the CCC share of the state budget would increase given that the initiative does not provide for any new revenue sources. Absent new revenues, unprotected General Fund programs could be competing for a smaller share of the state budget.

The LAO estimated in August 2006 that altering the current Proposition 98 funding mechanism could result in increased state spending above current levels for the CCC of about \$135 million in FY 2007-08, \$275 million in 2008-09, and \$470 million in 2009-10.<sup>ii</sup> Even at the higher level, this would be less than a 0.5 percent increase in the overall General Fund and there is no definitive way to estimate the potential impact on UC's budget.

It is worth noting that the CCC budget increased 9.1, 14.6, and 9.0 percent in 2004-05, 2005-06, and 2006-07, respectively. Thus, even without the protections afforded by this initiative, the Governor and the Legislature have chosen to give the CCC increases higher than the Proposition 98 guarantee.

If the LAO is correct and Test 1 is used after 2010-11, then beginning in 2010-11 there would not be any difference between the CCC share of the General Fund under the initiative or under current law (assuming the Legislature only funded the Test 1 level).

Student Fees. CCC student fees are currently \$20 per unit. Fees had risen to \$26 per unit, but were rolled back to \$20 per unit for the 2007-08 year. This initiative would

further lower the fee level from \$20 per unit to \$15 per unit and would cap future fee increases.

The fee would not be allowed to increase in any year by an amount exceeding the lesser of:

- The percentage change in per capita personal income of California residents from the second preceding year to the immediate preceding year, rounded down to the nearest whole dollar; or,
- 10 percent.

An illustration demonstrates how difficult this initiative language would make it to increase CCC fees.

### **Example 1**

In this example, we utilize the actual per capital income growth figures for the three most recent available years (2003, 2004, and 2005) and apply these as projections for 2006 - 2008:

<u>Year</u>	<u>% per capita income growth in CA</u>
2003 (2006)	1.8
2004 (2007)	5.6
2005 (2008)	4.6

#### 2008 Fee calculation – No increase in fees

2007 Fee level: \$15

% projected change in per capita income from 2006 to 2007: 1.8%

Calculation for fee increase in 2008:  $\$15 \times 1.8\% = .27 = \$15.27$

Rounding down to the nearest whole dollar, there would be no fee increase in 2008, as \$15.27 is rounded to \$15.

#### 2009 Fee calculation – No increase in fees

2008 Fee level: \$15

% projected change in per capita income from 2007 to 2008: 5.6%

Calculation for fee increase in 2009:  $\$15 \times 5.6\% = .84 = \$15.84$

Rounding down to the nearest whole dollar, there would be no fee increase in 2009, as \$15.84 is rounded to \$15.

#### 2010 Fee calculation – No increase in fees

2009 Fee level: \$15

% projected change in per capita income from 2008 to 2009: 4.6%

Calculation for fee increase in 2010:  $\$15 \times 4.6\% = .69 = \$15.69$

Rounding down to the nearest whole dollar, there would be no fee increase in 2010, as \$15.69 is rounded to \$15.

In order to trigger a fee increase of \$1, from \$15 per unit to \$16 per unit, the CA per capita personal income growth percentage would have to be 6.7%, a growth figure rarely reached in the state.

*UC Impact.* These limitations on CCC student fees would not directly impact UC's budget or fee levels. Limitations on CCC fees could result in greater pressures to increase UC and/or CSU fees and limit the state's ability to raise additional funds in difficult budget years in which other revenue sources are down.

#### CCC Governance.

The ballot initiative would alter the CCC governance structure in several areas, as follows:

*Establish in the state constitution a system of independent public community college districts and a state-level Board of Governors (BOG) of the California Community Colleges*

The CCC are not formally established in the state Constitution, and this initiative would recognize and define the CCC in the Constitution. Currently both UC and CSU are established in the Constitution.

*Increase the number of voting members of the Board of Governors from 16 to 19*

The alterations to BOG membership would consist of:

- Of the twelve public members appointed by the Senate, three current or former elected members of local community college district governing boards would be required to serve on the BOG. Currently two are represented on the Board.
- Two voting student members would be on the Board. Currently there is one voting student member and one non-voting student member.
- Three voting current or former faculty members from a community college would be on the Board, with no requirement that faculty be tenured. Currently there are two tenured CCC faculty members on the Board.
- Two voting current or former employees would be on the Board, with no requirement that the employee be classified. Currently there is one voting classified employee.

These changes to Board membership would increase its independence, as more members would be drawn from the community colleges themselves (*i.e.*, more CCC district governing board member, student, faculty, and employee representation than the current Board composition).

*Authority to employ and set compensation for executive officers of the System Office exempt from civil service and to determine expenditures within the system office budget established by law*

The Chancellor's Office of the CCC is a State agency that operates under the rules, regulations, and procedures set by the Department of Personnel Administration, the State

Personnel Board, and the DOF. Unlike UC and CSU, the BOG is restricted in its ability to establish compensation levels for its executive staff.

This ballot initiative provision will increase the flexibility of the CCC system in being able to perform these functions independent of state government approval.

*Authorize the BOG to appoint a system Chancellor and up to six deputy chancellors and vice chancellors, to be exempt from state civil service*

Currently the Governor acts on recommendations of the BOG to appoint the six deputy chancellors and vice chancellors. This ballot provision authorizing BOG appointment power of these positions appears to be a reasonable attempt at achieving greater independence over executive personnel decisions. This provision should also serve to lessen politicization of the process of appointing high-level CCC system officers.

*Mandate in the Constitution that the Legislature shall provide sufficient funding in the annual budget act for state operations to provide accountability and leadership of the system of local community college districts*

Given the lack of clarity of the term “sufficient,” the consequences of this provision are difficult to predict but presumably would serve to bolster the CCC position when negotiating system office funding from the state budget.

*UC Impact.* The governance provisions would not impact the University. The provisions generally increase the CCC system office’s independence (which is currently quite limited compared to UC and CSU) and flexibility over system office personnel, compensation, and budget. However, these constitutional provisions would also limit the CCC system office’s authority over local community college districts.

Future changes to the initiative. It would be very difficult to make any changes once it becomes law. A provision in the initiative states that most of its statutory provisions can only be amended with a four-fifths legislative vote and gubernatorial signature. These provisions include the Proposition 98 funding and CCC governance sections. Increases in fees require a two-thirds legislative vote while decreases in fees only require a majority vote.

Additional considerations in determining a UC response:

- *UC positions on ballot initiatives* - The University has historically not taken positions on ballot measures that do not directly affect it, including many prior ballot measures that sought to guarantee or set aside portions of the General Fund for specific purposes. For example, UC did not take a position on the original Proposition 98 nor did it take a position on recent measures that resulted in guarantees of state funding for such purposes as local government, transportation, and mental health funding. Recent examples of initiatives where the Regents provided official endorsement include the bond acts that provide higher education funding for capital projects, such as Proposition 1D, the Kindergarten-University Public Education Facilities Bond Act

of 2006, as well as the education facilities bonds from 2002 (Prop 47) and 2004 (Prop 55).

- *Ramifications of a UC support/oppose/no position* – As more and more of the budget gets “locked up” through the passage of various ballot measures, it could be argued that it might be time to revisit UC’s neutrality on measures that further guarantee funding to other purposes. However, given that UC and the community colleges have a shared role in ensuring educational access to Californians, UC opposition to another higher education segment when it did not oppose initiatives for other sectors of government could be hard to justify.
- *Reaction from the segments, other education stakeholders* - A committee named Californians for Improving Community Colleges circulated the ballot initiative.<sup>iii</sup> The California Federation of Teachers, the Faculty Association of the California Community Colleges, and the Community College League of California are the major proponents of the measure. The California Teachers Association (CTA) has taken an oppose position on the initiative<sup>iv</sup>, and we understand that the California Chamber of Commerce (which includes UC Regents on its Board) is considering whether or not to take a position on the initiative. The CSU Board of Trustees has an information item on its agenda for its September meeting. The Community College Board of Governors has not taken a position on the initiative.

### **Recommendation**

There would be no direct impact on the UC if this initiative passed. There is the possibility that the revenue and fee provisions of the initiative would result in greater competition for General Fund share among state entities such as UC and CSU that do not have constitutional or statutory guarantees of funding. However, a number of other initiatives have had the same or greater potential to lock up available General Funds and UC has not taken a position on these initiatives. Opposing this initiative would be even more of a departure as it seeks to guarantee funding for another educational segment, the community colleges. It would be difficult to justify why we are opposing funding guarantees for higher education when we did not oppose similar guarantees for non-educational purposes.

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<sup>i</sup> Initiative text on California Attorney General website: <http://ag.ca.gov/initiatives/pdf/06-0030.pdf>

<sup>ii</sup> LAO August 2006 analysis of the ballot initiative: <http://www.lao.ca.gov/ballot/2006/060672.pdf>

<sup>iii</sup> Californians for Improving Community Colleges website:  
<http://www.californiansforcommunitycolleges.org/>

<sup>iv</sup> Information regarding CTA position on website:  
[http://www.cta.org/media/publications/educator/current/0607\\_action\\_05.htm](http://www.cta.org/media/publications/educator/current/0607_action_05.htm)

MINUTES OF THE BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING  
SEPTEMBER 4, 2007

Chairperson Takano called the committee to order at 5:03 p.m. in Board Room AD122, in the O.W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson  
Ms. Virginia Blumenthal, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Ms. Janet Green, Secretary, Board of Trustees  
Mr. Jose Medina, Member, Board of Trustees  
Mr. Aaron Brown, Interim Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Ms. Tamara Caponetto, CSEA Representative, Norco Campus  
Ms. Tish Chavez, Confidential Representative, Riverside City College  
Mr. Richard Mahon, President, Academic Senate, Riverside City College  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus  
Ms. Karin Skiba, CTA Representative, Norco Campus

Resource Persons Present

Dr. James Buysse, Interim Chancellor  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irving Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Mr. Mike Webster, Consultant, Facilities

Guests Present:

Mr. Randy Craig, President, ProWest PCM, Incorporated

Mr. Brown led the committee review for a recommendation that will be presented to the Board on the 11<sup>th</sup> of September to consider rescinding the availability date for public inspection of the 2007-2008 Budget and rescinding the date for Public Hearing and Adoption of the 2007-2008 Budget, recommend announcing that the proposed 2007-2008 Budget will be available for public inspection beginning October 9, 2007, and that a public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 16, 2007, to be followed by the adoption of the 2007-2008 Budget. Discussion followed.

RESCISSION OF APPROVED  
DATES FOR THE 2007-2008  
BUDGET INSPECTION,  
PUBLIC HEARING AND  
ADOPTION AND  
ESTABLISHMENT AND  
APPROVAL OF REVISED  
DATES

Dr. Debbie DiThomas led the discussion regarding an agreement with Wells Fargo Bank to provide ATM services to Riverside, Moreno Valley, and Norco campuses. The agreement will be presented to Board members for their consideration on September 11th, 2007. Discussion followed.

APPROVAL OF AGREEMENT  
TO PROVIDE ATM SERVICES  
TO RIVERSIDE, MORENO  
VALLEY AND NORCO  
CAMPUSES

Mr. Webster led the review of a proposed agreement that will be presented to the Board on September 11th, to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings relative to the Phase III-Norco/Industrial Technology Project. Discussion followed.

PHASE III-  
NORCO/INDUSTRIAL  
TECHNOLOGY PROJECT –  
INFORMATION  
TECHNOLOGY DESIGN  
SERVICES AGREEMENT

Mr. Webster led the review of two agreements for labor compliance oversight/monitoring relative to the Phase III-Norco/Industrial Technology Project that will be presented to the Board on the 11<sup>th</sup>. Discussion followed.

PHASE III-NORCO/INDUSTRIAL  
TECHNOLOGY PROJECT –  
LABOR COMPLIANCE SERVICE  
AGREEMENTS

Mr. Webster introduced Mr. Craig who joined him in reviewing an agreement that will be presented to the Board on the 11<sup>th</sup> of September, to provide Multiple Prime Construction Management Services for bid preparation, bidding, construction, and building commissioning relative to the Phase III-Norco/Industrial Technology Project. Discussion followed.

PHASE III-NORCO/INDUSTRIAL  
TECHNOLOGY PROJECT  
MULTIPLE PRIME  
CONSTRUCTION  
MANAGEMENT AGREEMENT  
PROWEST CONSTRUCTORS

Mr. Webster reviewed an amendment to a professional services agreement relative to the Riverside City Campus Nursing/Science Building Project that will be presented to the Board of Trustees on September 11, 2007. Discussion followed.

NURSING/SCIENCES  
BUILDING PROJECT –  
AMENDMENT TO DESIGN  
SERVICES AGREEMENT

Dr. DiThomas led the discussion to consider a sublease agreement that will be presented to the Board on the 11<sup>th</sup>, relative to the Culinary Academy. Discussion followed.

SUBLEASE AGREEMENT  
WITH THE COUNTY OF  
RIVERSIDE ECONOMIC  
DEVELOPMENT AGENCY FOR  
THE CULINARY ACADEMY

The committee adjourned the meeting at 5:47 p.m.

ADJOURNMENT



MINUTES OF THE BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING  
SEPTEMBER 4, 2007

Chairperson Blumenthal called the committee to order at 6:00 p.m. in Board Room AD122, in the O. W. Noble Administration Building, Riverside City Campus.

CALL TO ORDER

Committee Members Present:

Ms. Virginia Blumenthal, Chairperson  
Mr. Jose Medina, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Ms. Janet Green, Secretary, Board of Trustees  
Mr. Mark Takano, Member, Board of Trustees  
Dr. James Buysse, Interim Chancellor  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Mr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus  
Dr. Richard Mahon, Academic Senate Representative, Riverside City College  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus  
Ms. Karin Skiba, CTA Representative, Norco Campus

Resource Persons Present:

Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Brenda Davis, President, Norco Campus  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor  
Ms. Ruth W. Adams, Esq., Director, Contracts, Compliance and Legal Services  
Ms. Chani Beeman, District Director, Diversity, Equity and Compliance  
Dr. Lyn Greene, Associate Dean, Grants and Contracts

Ms. Adams led the committee review regarding a proposed first reading of Policies 3420, 3430, 4630 and 7100. Discussion followed.

UPDATED BOARD POLICIES  
PERTAINING TO THE PROHIBITION  
OF HARASSMENT AND TO  
INSTRUCTIONAL FEES, AND NEW  
BOARD POLICIES REGARDING  
EQUAL EMPLOYMENT  
OPPORTUNITY AND COMMITMENT  
TO DIVERSITY

MINUTES OF THE BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE MEETING  
OF SEPTEMBER 5, 2007

Chairperson Medina called the committee to order at CALL TO ORDER  
5:00 p.m., in Board Room AD122, O. W. Noble  
Administration Building, Riverside City College.

Committee Members Present

Mr. José Medina, Committee Chairperson  
Mrs. Janet Green, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus  
Dr. Richard Mahon, Academic Senate Representative, Riverside City College  
Mr. Gustavo Segura, CSEA Representative  
Karin Skiba, CTA Representative

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Dr. Monica Green, Interim Associate Vice Chancellor, Student Services/Operations  
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus  
Mr. Arend Flick, Associate Professor, English, and District Assessment Coordinator

Dr. Maghroori led the committee review of the agreement AGREEMENT WITH FULL CAPACITY  
to receive funds to promote the statewide Center for MARKETING, INCORPORATED  
Applied Technologies, indicating the information would  
be amended before being presented to the Board for  
approval on September 11<sup>th</sup>. Discussion followed.

Dr. Maghroori led the committee review of the agreement AGREEMENT WITH RIVERSIDE  
to provide fire technology training at The Ben Clark COUNTY TRAINING OFFICER'S  
Public Safety Training Center. Discussion followed. ASSOCIATION

Ms. Kauffman introduced Dr. Flick, who presented the ASSESSING STUDENT LEARNING  
committee with a review of the District's current efforts OUTCOMES AT RCCD 2000-2007 AND  
and progress in the area of assessment. Discussion BEYOND  
followed.

Dr. DiThomas introduced Dr. Monica Green, who presented the committee with a report on the Student Services Review process. Discussion followed.

The committee adjourned the meeting at 6:17 p.m.

STUDENT SERVICES PROGRAM  
REVIEW AND ASSESSING  
OUTCOMES AT RCCD.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES  
PLANNING COMMITTEE MEETING  
OF SEPTEMBER 5, 2007

Chairperson Green called the committee to order at CALL TO ORDER  
6:20 p.m., in Board Room AD122, O. W. Noble  
Administration Building, Riverside City College.

Committee Members Present

Mrs. Janet Green, Committee Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Mr. José Medina, Member, Board of Trustees  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Dr. Doug Beckstrom, Academic Senate Representative, Moreno Valley Campus  
Dr. Sharon Crasnow, Academic Senate Representative, Norco Campus  
Ms. Ginny Haguewood, CSEA Representative, Riverside City College  
Dr. Richard Mahon, Academic Senate Representative, Riverside City College  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus  
Mr. Todd Wales, CTA Representative

Resource Persons Present

Dr. James L. Buysse, Interim Chancellor  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services/Operations  
Dr. Irv Hendrick, Interim President, Moreno Valley Campus  
Dr. Linda Lacy, President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus

Guests Present

Mr. Rodney Couch, President, Provider Contract Food Services  
Ms. Debbie Guthrie, Community Leader  
Mr. Ted Weggeland, Community Leader

Dr. Lacy led the committee review regarding the request  
for approval of \$5 million from Measure C funds and the  
development of a joint use agreement for an Aquatic  
Center. Discussion followed.

RIVERSIDE AQUATICS CENTER AT  
RIVERSIDE CITY COLLEGE

Dr. DiThomas introduced Mr. Couch, who led the  
committee review of the Strategic Plan for Food Service  
Operations. Discussion followed.

FOOD SERVICES-PROVIDER  
RECOMMENDATIONS

The committee adjourned the meeting at 7:13 p.m.

ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-A

Date: October 16, 2007

Subject: District Counseling Services

Background: The attached report was prepared for the Board's review and in response to Trustee Green's September 5, 2007, request for specific information concerning counseling services across the District. The prior academic year, 2006-2007, was used in responding to the request. This material, as well as a more comprehensive reporting on counseling services, will be brought for discussion to the Board's Teaching and Learning Committee in the near future.

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Debbie DiThomas  
Interim Vice Chancellor, Student Services and Operations

## Counseling Services 2006 ~ 2007

1) *How many students are participating in each of the following programs by District and by Campus?*

1) *EOPS*; 2) *Puente*; 3) *CAP*; 4) *Financial Aid*; 5) *DSPS*; 6) *Veterans*; 7) *Vocational*; 8) *Workforce Prep*; 9) *Athletics*

HEADCOUNT OF STUDENTS (DUPLICATED)				
	Riverside	Norco	Moreno Valley	District Total
EOPS	783	296	36	1,444
Puente	100	100	100	300
Title V (includes CAP)	271	2,306 *	3,941 *	6,518
Financial Aid	9,848	4,531	5,270	19,649
DSPS	975	395	383	1,753
Veterans**	547	35	123	705
Teacher Prep	1,434	307	312	2,053
Vocational	8,080	4,049	4,159	16,288
Workforce Prep	501	46	289	836
Athletics	637	0	15	652
International Students	240	n/a	n/a	240
<b>Total</b>	<b>23,416</b>	<b>12,065</b>	<b>14,957</b>	<b>50,438</b>

\*Total number of students provided with indirect services through Title V.

\*\*There were 21 additional veteran students with no home campus designated.

06/07 STUDENT COUNTS BY CAMPUS (UNDUPLICATED)		
	FTES	Headcount
MOV*	6,130.79	16,830
NOR	5,799.47	13,850
RIV	13,973.35	27,263
<b>District Total</b>	<b>25,903.61</b>	<b>57,943</b>

\*Ben Clark headcount is 6,556.

2) *How many full time counselors are dedicated to each of these programs by district and campus?*

FTE COUNSELORS BY PROGRAM				
	Riverside	Norco	Moreno Valley	Total
EOPS	2	0	0	2
Puente	2	2	2	6
Title V (includes CAP)	1	1	1	3
Financial Aid	2	0	0	2
DSPS	3	1	1	5
Teacher Prep	1	0	0	1
Veterans	1	0	0	1
Vocational	1	0	0	1

Workforce Prep	1.8	.2	1	3
Athletics	0	0	0	0
International Students	.4	n/a	n/a	.4
Total	15.2	4.2	5	24.4

**3) Do these counselors see any students not involved in these programs?**

This depends upon program restrictions. Our philosophy is that we never turn away students seeking assistance; however some programs are categorically funded and their program guidelines require that counselors see only students involved in that program.

**4) When these counselors are unable to see “their students” who picks up the overflow?**

General counseling is open to all students. However, some special programs require that students who are enrolled in their programs (and receiving the program incentives) see the program counselors. Most special programs have adjunct counselors in addition to the full time counselors to help with overflow.

**5) Subtracting the above students from the general student body how many students remain?**

General Students	57,943
Special Program Students from Question 1	-50,438
Total	7,505

**6) How many counselors are left to service the remaining students?**

17 FTE counselors serve the general student population. In addition the District spent \$1,078,605.72 for adjunct counseling services in 2006-2007.

**7) How many staff and/or counselors are paid as counselors are from the counseling budget but don’t actually have direct student contact or do any actual counseling? Include administration and released time of one kind or another and report to us.**

There are twenty-one full time generalist counselors employed within the Riverside Community College District. These twenty-one positions are distributed as follows: Riverside (13), Norco (4) and Moreno Valley (4).

Of the 13 general counselors at the Riverside campus, three of these have assignments as follows: 1) 100% Puente; 2) 60% Articulation, 40% Department Chair; 3) 50% Transfer Center and 4) 50% Career Center. This reassigned time totals 3.00 FTES leaving 10 counselors to serve general students. Only one FTE counselor does not have direct student contact.

There are 4 counselors at the Norco campus. Two of these have assignments as follows: 1) 40% Puente and 2) 20% Assistant Chair. This reassigned time totals .6

FTES leaving 3.4 counselors to serve general students. All of the Norco counselors have direct student contact.

There are 4 counselors at the Moreno Valley campus. One of these has 40% reassigned time to the Puente program. This leaves 3.6 counselors to serve general students. All of the Moreno Valley counselors have direct student contact.

This brings the total FTE counseling number for the District to 17 FTE counselors to serve the general student population.

***Please provide how many students were seen by each program identified above during the month of August by Campus and District-wide. For Open Counseling, the 18 days of August, from the 6<sup>th</sup> through the 31<sup>st</sup> the City Campus.***

August 2006 (8/1 – 8/31)	Riverside	Norco	Moreno Valley	District Total
General Counseling	3,979	1,110	1,032	6,121
DSPS	200	57	81	338
EOPS	12	0	0	12
Financial Aid	117	0	0	117
<b>Total</b>	<b>4,308</b>	<b>1,167</b>	<b>1,113</b>	<b>6,588</b>

August 2007 (8/1 – 8/31)	Riverside	Norco	Moreno Valley	District Total
General Counseling	4,547	1,218	882	6,647
DSPS	155	57	50	262
EOPS	0	0	0	0
Financial Aid	106	0	0	106
<b>Total</b>	<b>4,808</b>	<b>1,275</b>	<b>932</b>	<b>7,015</b>

***The average number of students per counselor is 150 per the Wall Street Journal.***

We can't speak to the 150 counselor to student ratio. We did not see the article to understand how this number was derived. However, the Academic Senate for California Community Colleges published in 2003 that the average statewide counseling ratio is 1:1918 in the California Community Colleges.

***The Puente and EOPS Programs are fine examples of programs working Primarily because of the low student to staff ratio but even they are stretched. If all of the above listed "Special Groups" are deserving of special help then what are we telling the rest of our student body about their needs? At this point we are apparently telling them you aren't special enough and we can discriminate against you!***

We do not believe this to be the case. This matter will be addressed through a comprehensive report on counseling to the Teaching & Learning Committee at a future date.



*Please compare this with the number of students seen by counselors not involved with special programs. Please give the numbers and a percentage figure, e.g. 50% above or below the normal counselor.*

Chart 1

General Students	57,943
Special Program Students	-50,438
Total	7,505
<b>Counselor to Student ratio 1:441</b>	

As you can see in Chart 1, when all special program students are subtracted from general student count, the ratio of counselor to student is very good (1:441). However, students receiving financial aid, involved in Title V, Teacher Prep and vocational programs see general counselors as well as those students designated for their programs.

Chart 2

General Students	57,943
Special Program Students	-5,930
Total (Including Financial Aid, Title V, Teacher Prep, Vocational)	52,013
<b>Counselor to Student ratio 1:2167</b>	

Chart 2 depicts the counselor to student ratio for general counseling which includes students receiving Financial Aid and participating in Title V, Teacher Prep and vocational programs. Counselors from these programs are also included in the ratio. The counselor to student ratio in Chart 2 (1:2167) represents 88% of the statewide average.

Chart 3

General Students in Fall/Spring	50,253
Special Program Students	-5,930
Total (Including Financial Aid, Title V, Teacher Prep, Vocational)	44,323
<b>Counselor to Student ratio 1:1847</b>	

Chart 1 and 2 were provided in direct response to the question asked; however, Chart 3 was prepared as a more accurate representation of the counselor to student ratio for 2006-2007. Chart 3 represents the counselor to student ratio factoring in the number of general students in fall and spring when the full time counselors are contracted to work. The counselor to student ratio of 1:1847 in Chart 3 is below the 1:1918 statewide average.

***As you know I was and am concerned about the counseling available to our students. How is our enrollment doing this year at this time?***

Based upon preliminary information, currently our fall growth rate is about 6% from last year. The summer growth rate was about 10% higher this year compared to 2006.

***Thank you, Janet Green, Trustee***