

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
May 18, 2010 – 6:00 p.m. – Student Services 101, Moreno Valley College

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8801 as far in advance of the meeting as possible.

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

- I. Approval of Minutes – Regular Meeting of April 20, 2010  
Board of Trustees Planning and Operations, Teaching and Learning, Resources, Governance and Facilities Committee Meetings of April 6, 2010
  
- II. Chancellor’s Reports
  - A. Communications  
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.  
**Information Only**
    - 1. Special Presentation – “Presentation to Supervisor Marion Ashley” – Chancellor Gregory W. Gray
    - 2. Special Presentation – “Presentation by Kaiser Permanente” – Chancellor Gregory W. Gray
    - 3. Special Presentation – “Presentation of Spring 2010 Scholarship Award to Student Trustee” – Chancellor Gregory W. Gray
    - 4. Special Presentation: “Puente Program at Moreno Valley College” – Dr. Monte Perez, President, Moreno Valley College
    - 5. Special Presentation: “Riverside Community College District Supporting Local Middle Schools and the ‘Youth Education Motivation Program’” – Mr. Art Alcaraz, Director, Diversity and Human Resources, RCCD

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

**Recommended Action: Request for Adoption**

- C. Agreement with Riverside Transit Agency (RTA)  
- Recommend approving the assessment of a mandatory transportation fee of \$5.50/full-time student (over 6 units) and \$5.00/part-time student (6 units or less) for Moreno Valley and Riverside College students.

**Recommended Action: Request for Approval**

- D. Resolution No. 62-09/10 – State Budget Crisis and Local Impact to Higher Education  
- Recommend considering the resolution declaring the District position in the State budget crisis and the local impact to higher education.

**Recommended Action: To Be Determined**

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel  
- Appointments and assignments of academic and classified employees.
  - a. Academic Personnel
    1. Appointments
      - (a) Management
      - (b) Contract Faculty (None)
      - (c) Long-Term, Temporary Faculty (None)
    2. Salary Reclassification
    3. Transfer Request
    4. Requests for Leave Under the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA)
    5. Management Professional Leave

6. Request for Participation in Reduced Employment Program
  7. Paid Administrative Leave
  8. Riverside Community College District and Riverside Community College District Faculty Association, CCA/CTA/NEA Memorandum of Agreement Regarding Contract Extension
- b. Classified Personnel
1. Appointments
    - (a) Management/Supervisory (None)
    - (b) Management/Supervisory – Categorically Funded
    - (c) Classified/Confidential (None)
    - (d) Classified/Confidential – Categorically Funded
  2. Requests for Temporary Reduced Workload During the 4/10 Work Schedule
  3. Leave for Military Reserve Duty
  4. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)
  5. Request to Change Bumping Due to Seniority Rights and Layoff
  6. Separations
- c. Other Personnel
1. Substitute Assignments
  2. Short-term Positions
  3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study
2. Purchase Order and Warrant Report—All District Funds  
 - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.

3. Budget Adjustments

a. Budget Adjustments

- Request approval of various budget transfers between major object codes within the approved budget concerning supplies, services, equipment and personnel as requested by administrative personnel; further recommend authorizing necessary transfers among various accounts and funds of the District.

b. Resolutions to Amend Budget

1. Resolution to Amend Budget – Resolution No. 56-09/10 2010-2011 Summer Work Experience Program (SWEP)  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

2. Resolution to Amend Budget – Resolution No. 57-09/10 2010-2011 Subsidized Time-Limited Employment Program (STEP)  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

3. Resolution to Amend Budget – Resolution No. 58-09/10 2009-2010 Foundation for California Community Colleges/Career Ladders Project  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

4. Resolution to Amend Budget – Resolution No. 59-09/10 2009-2010 CTE Workforce Innovation Partnership  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

5. - Resolution to Amend Budget – Resolution No. 60-09/10 2009-2010 ARRA – Department of Rehabilitation – Workability Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.

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



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

- c. Contingency Budget Adjustments (None)
4. Bid Awards
- a. Bid Award – Wheelock Interim Housing Improvements Project, Riverside City College  
– Recommend awarding a bid.
5. Out-of State Travel
- Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
- a. Contracts and Agreements Report Less than \$78,500 – All District Resources  
- Recommend ratifying the listing of the District’s contracts and agreements that are less than \$78,500, pursuant to Public Contract Code Section 20650.
  - b. Addendum to Project Labor Agreement  
- Recommend approval to Addendum No. 1 to the Measure “C” Facilities Project Labor Agreement.
  - c. Contract with Office of Statewide Health Planning and Development  
- Recommend approval of the grant agreement to the Nursing Department to provide educational services to nursing students.
  - d. Contract with Office of Statewide Health Planning and Development  
- Recommend approval of the grant allowing the Nursing Department to hire a .75 FTE Educational Advisor.
  - e. Summer Work Experience Program Contract  
- Recommend ratifying the contract agreement for work readiness training and paid work experience to current and former foster young adults.
  - f. Subsidized Time-Limited Employment Program Contract  
- Recommend ratifying the contract agreement to provide paid work experience to WIA eligible CalWORKs recipients.
7. Other Items
- a. Surplus Property  
- Recommend declaring listed property as surplus; finding the

property does not exceed \$5,000, and authorizing the property be sold on behalf of the District.

- b. Notices of Completion
  - Recommend accepting projects as complete, approving the execution of the Notices of Completion and authorize signing.
- c. Using National Joint Powers Alliance and Foundation for Community College Agreements for Purchasing
  - Recommend approving the use of agreements approved by the State of California for use by governmental entities to purchase furniture and equipment.

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

B. Information

- 1. Monthly Financial Report
  - Informational report relative to financial activity for the period from July 1, 2009 through April 30, 2010.
- 2. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended March 31, 2010
  - Informational report regarding the District’s financial status for the period ended March 31, 2010.

**Information Only**

VI. Board Committee Reports

A. Planning and Operations Committee (None)

B. Teaching and Learning

- 1. Cooperative Work Experience Education Plan
  - Recommend approval of the plan for submittal to the CCCCCO, Division of Career and Technical Education.

**Recommended Action: Request for Approval**

C. Resources Committee

- 1. Joint Use Agreement – Evans Sports Complex
  - Recommend approving the facilities joint use agreement.
- 2. Grants Office Report
  - Informational report in compliance with Board Policy 3280 relative to grant applications submitted and grant awards received for fiscal year 2009-10.

**Information Only**

D. Governance Committee

1. Revised and New Board Policies – Second Reading  
- Recommend approving Board Policies 4225, 6340, 6600 and 7240.  
**Recommended Action: Request for Approval**

E. Facilities Committee

1. Capital Project Management System with Logic Domain  
- Recommend approving an amendment for ongoing support and maintenance of the District’s system.  
**Recommended Action: Request for Approval**
2. Alumni Carriage House Restoration  
- Recommend approving a design services agreement with Broeske Architects and Associates, Inc., for restoration of the Alumni Carriage House.  
**Recommended Action: Request for Approval**
3. Learning Gateway Building (formerly Parking Structure and Surge Space)  
- Recommend approving an amendment with LPA for the fire sprinkler and furniture design, and management services of Group II furnishings, and approving the project name change to “Learning Gateway Building.”  
**Recommended Action: Request for Approval**
4. Norco Operations Center Project  
- Recommend approving an amendment with Hill Partnership, Inc., to extend site improvements for the project.  
**Recommended Action: Request for Approval**

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

- A. CTA – California Teachers Association

B. CSEA – California School Employees Association

X. Business from Board Members

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

**Information Only**

XI. Closed Session

- Pursuant to Government Code Section 54956.9, conference with legal counsel regarding existing/pending litigation; overtime claim by CSEA for custodial employees.

**Recommended Action: To be Determined**

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

**Recommended Action: To be Determined**

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF APRIL 20, 2010

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m. CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa  
Mrs. Janet Green  
Mr. José Medina (arrived at 6:37 p.m.)  
Mr. Mark Takano (arrived at 6:09 p.m.)  
Mr. Stephen Bishop, Student Trustee

Staff Present

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

ASRCC President Israel Landa led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of March 16, 2010. Motion carried. (3 ayes, 2 absent [Medina/Takano])

MINUTES OF THE REGULAR MEETING OF MARCH 16, 2010

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the Board of Trustees Planning and Operations, Governance, Resources, and Facilities Committee Meetings of March 2, 2010. Motion carried. (3 ayes, 2 absent [Medina/Takano])

MINUTES OF BOARD OF TRUSTEES PLANNING AND OPERATIONS, GOVERNANCE, RESOURCES AND FACILITIES COMMITTEE MEETINGS OF MARCH 2, 2010

## CHANCELLOR'S REPORTS

### Presentations

Dr. Gray introduced Ms. Jalin Brooks, Manager, Community and Corporate Relations, from Brandman University, Redlands University's online university. Ms. Brooks introduced Ms. Angela Nelson-Searingen, Senior Academic Advisor; Ms. Irma Hlava, Credential Specialist; Dr. Teresa McFarland, Academic Advisor, Education; and Dr. Lynn Larsen, Full-Time Faculty, Education, from Brandman University, who accompanied her to present congratulatory letters recognizing the Moreno Valley and Norco campuses becoming Colleges.

Special Presentation –  
“Presentation from Brandman University for Moreno Valley and Norco Colleges” –  
Chancellor Gregory W. Gray

Dr. Muto introduced Mr. Rich Finner, Associate Professor, Applied Digital Media and Printing, and Director, RCCD Printing and Graphics Center, who recognized the Riverside City College students who were winners at the State SkillsUSA Conference.

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

Dr. Gray introduced Ms. Marylin Jacobsen, Director, Center for International Students and Programs, who introduced international students from China, Denmark, Japan, and Kenya.

Special Presentation –  
“International Student Program”  
– Chancellor Gregory W. Gray

This item was withdrawn from consideration until the May 18, 2010 regular Board meeting.

Resolution No. 55-09/10 –  
Resolution of the Board of Trustees of Riverside Community College District Recognizing the Reorganization Plan of the District into a Three College System

This item was withdrawn from consideration until the May 18, 2010 regular Board meeting.

Agreement with Riverside Transit Agency (RTA)

Mr. Stephen Bishop presented the report about recent and future student activities at Moreno Valley College, Norco College and Riverside City College.

### STUDENT REPORT

Mr. John Sullivan, Ms. Cynthia Mahon, Dr. Dariush Haghghat, and Ms. Melissa Bourbonnais made remarks about the proposed District reorganization. Mr. James Lancaster made a remark about class cuts. Ms. Joy Wells made a comment about her job status, and Mr. George Escutia, Jr. made a comment about the RTA Go-Pass Initiative Measure failure at Norco College.

### COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 58)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$31,591,559 and District Warrant Claims totaling \$6,649,326; (Appendix No. 59)

Purchase Order and Warrant Report – All District Resources

Approve the budget transfers as presented; (Appendix No. 60)

Budget Adjustments

Approve adding the revenue and expenditures of \$2,970 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 48-09/10 2008-2009 Basic Skills/ESL Program

Approve adding the revenue and expenditures of \$1,500 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 49-09/10 2009-2010 Board Financial Assistance Program – Student Financial Aid Administrative Allowance (BFAP-SFAA) Capacity Program

Approve adding the revenue and expenditures of \$2,275 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 50-09/10 2009-2010 TriTech Small Business Development Center

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

Resolution to Amend Budget – Resolution No. 51-09/10 2009-2010 Entrepreneurship Career Pathways Project – Center for International Trade State Leadership

Approve adding the revenue and expenditures of \$7,076 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 52-09/10 2009-2010 Child Development Careers (CDC) Program

Approve adding the revenue and expenditures of \$45,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 53-09/10 2009-2010 Resource 3200 Food Services

Approve the contingency budget transfer, by a two-thirds vote of the members, to provide for the Citrus Belt Savings and Loan Gallery Project, approved by the Board of Trustees on March 16, 2010, Board Report VI-C-2 (Fund 12, Resource 1180) from Redevelopment Contingency to Facilities District, in the amount of \$4,000,000;

Contingency Budget Adjustments

Award the contract for the Student Success Center Group II AV, Norco, in the total amount of \$382,861, to Spinitar, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Bid Award – Student Success Center, Group II AV Integration Project, Norco College

Grant out-of-state travel requests; (Appendix No. 61)

Out-of-State Travel

Ratify the contracts totaling \$534,108; (Appendix No. 62)

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

Accept the award from the Office of Statewide Planning and Development, in the amount of \$99,808, for the Physician Assistant Program Mental Health Curriculum development;

Award to Support Mental Health Curriculum for Physician Assistant Program

Approve the amendment to the agreement between Riverside Community College District and Barnes and Noble College Bookstores, Inc., and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Amendment to Agreement with Barnes and Noble College Bookstores, Inc.

Approve the agreement between Riverside Community College District and Department of Rehabilitation to provide assistance to Riverside Community College District students who are also Department of Rehabilitation clients; in securing training and employment from April 1 –

American Recovery and Reinvestment Act (ARRA)



September 30, 2010, for an amount not to exceed \$68,619, and authorize the Vice Chancellor, Administration and Finance, to sign the contract;

Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District; (Appendix No. 63)

Accept the project listed as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) for Phase III, Industrial Technology Center; and authorize the Board President to sign the Notice;

Approve the substitution of the electrical contractor, Davis Electric, for the Lion’s Den Project, Moreno Valley College, at no additional cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the Consent to Substitution of Subcontractor Agreement with Hinkley and Associates;

Adopt Resolution No. 54-09/10, Authorization to Encumber Funds, and authorize the Secretary of the Board of Trustees to sign the Resolution.

Motion carried. (5 ayes)

Dr. Gray and the Board members recognized Professor Travis Gibbs, Psychology, and Professor Gregory Elder, History, Moreno Valley College; Professor Sharon Crasnow, Philosophy, Professor Carol Farrar, Psychology, Professor Arend Flick, English, Professor Karin Skiba, Art, and Professor Fernando Salcedo, Spanish, Norco College; and Professor Richard Davin, Sociology, Professor Barbara Hall, Anthropology, Professor Stephen Horn, Art, Professor Kathryn Kelly, Spanish, Professor Gloria Leifer, Nursing, and Professor Phyllis Rowe, Nursing, Riverside City College, all of whom were awarded the rank of Professor as part of the consent calendar.

In accordance with Board Policy 7350, the Chancellor has accepted the resignation of Mr. Lino Galaviz III, custodian, effective April 2, 2010.

Surplus Property

Notice of Completion

Lion’s Den Project –  
Subcontractor Substitution

Authorization to Encumber  
Funds – Resolution No. 54-  
09/10

Rank Change to Professor

Information

Separation

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

Monthly Financial Report

BOARD COMMITTEE REPORTS

Planning and Operations Committee

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the Student Equity Plan for signing of the signature pages by the Chancellor and the President of the Board of Trustees and submission to the California Community College Chancellor's Office. Motion carried. (5 ayes)

Riverside Community College  
District Student Equity Plan

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the funding for the initial project planning phase of the Center for Health and Wellness Project and Cosmetology Building Project, in the combined amount of \$50,000 as Measure C funds to reimburse the 06901 Exploratory Project Account; approve the agreements with Steinberg Architects, in an amount not to exceed \$65,759, and HMC Architects in an amount not to exceed \$113,000 for FPP design services of the Center for Health and Wellness and Cosmetology Building Projects; both using District Measure "C" funds; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Final Project Proposal Design  
Services Agreements

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve Phase II of the project at Moreno Valley College, and the use of the remaining allocated funds from Phase I of the Project for Phase II – Secondary Effects, using the previously allocated District Measure "C" funds. Motion carried. (5 ayes)

Moreno Valley Science  
Laboratories Remodel Project  
(Phase II/Secondary Effects)

Teaching and Learning Committee

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the substantive change proposal, and authorize the Norco College administration to forward the approved document to ACCJC. Motion carried. (5 ayes)

Substantive Change Proposal to  
ACCJC from Norco College for  
Compliance with ACCJC  
Distance Education Policy

## Resources Committee

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the new fees for Early Childhood Studies Children's Center Parent Fees, reflecting the closure of the center at Norco College; and approve the continuation of the 6% annual fee increase for the associated fees, to be effective July 1, 2010. Motion carried. (5 ayes)

Proposed Child Center Changes and Fees

## Governance Committee

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

Revised and New Board Policies – First Reading

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve Board Policies 1100 and 6740, and Administrative Procedure 2210. Motion carried. (5 ayes)

Revised and New Board Policies – Second Reading

## Facilities Committee

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve Amendment No. 1 with Facilities Planning and Consulting Services, in an amount not to exceed \$30,000 using District Measure "C" Funds, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

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

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve Amendment No. 1 with River City Testing for the Norco Student Support Center Project, in an amount not to exceed \$95,990.11, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Norco Student Support Center

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the lease agreement with VBS Leasing, in the amount of \$20,455.02 per month, for a total amount of \$327,280.32, for an interim facility during the construction of the Project; and authorize the Vice Chancellor, Administration and Finance, to sign the lease agreement. Motion carried. (5 ayes)

Wheelock Gymnasium, Seismic Retrofit Project

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the Change Order for the Project for Crew, Inc. - \$57,058; ratify the exceeded contingency amount with Crew, Inc.; and authorize the Associate Vice Chancellor, Facilities Planning, Design and Construction, to sign the Change Order. Motion carried. (5 ayes)

Riverside Aquatics Complex

ADMINISTRATIVE REPORTS

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the four-ten hour day workweek from June 14-August 20, 2010 for management, classified, and confidential support staff. Staff will work ten hours per day during the four (4) days, Monday through Thursday of each week, with the following exceptions: a. Offices which are required to serve the needs of the District and/or the public Monday through Friday will provide staffing for the five days. Staff members shall be scheduled by the immediate supervisor with input from unit members involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all employees for five eight-hour days; or (2) an alternate scheduling plan which gives unit members the option to work four ten-hour days with either Monday or Friday as their unscheduled day. These exceptions will be approved and communicated by the appropriate President or Vice Chancellor; b. During the week of July 4<sup>th</sup>, all employees will go back to their regular eight-hour workday due to the July 4<sup>th</sup> holiday observed on July 5<sup>th</sup>; c. Employees who do not wish to participate in the four-ten hour day workweek have the option of using vacation, comp time, or may request a reduced workload. All requests are subject to supervisor approval. Motion carried. (5 ayes)

Summer Workweek

BARGAINING UNIT REPORTS

Dr. Dariush Haghghat, President, CTA, presented the report on behalf of the CTA.

CTA – California Teacher’s Association

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

CSEA – California Schools Employee Association

The Board adjourned to closed session at 7:58 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator: Chancellor Gray; properties known as APN 215-032-006 and APN 117-191-014.

CLOSED SESSION

The Board reconvened to open session at 9:30 p.m., announcing no action, and adjourned the meeting.

OPEN SESSION/ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES COMMITTEE MEETINGS  
OF APRIL 6, 2010

President Blumenthal called the Board of Trustees meeting to order at 6:00 p.m.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Mr. Jose Medina  
Mr. Stephen Bishop, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco College  
Dr. Jan Muto, President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Dr. Debbie DiThomas, Associate Vice Chancellor, Student Services/Operations

Ms. Blumenthal led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Planning and Operations Committee Chair Janet Green convened the meeting at 6:08 p.m. Committee Members in attendance: Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness; Academic Senate Representatives: Dr. Travis Gibbs and Dr. Sal Soto (Moreno Valley College), Mr. Lee Nelson (Riverside City College), and Dr. Carol Farrar (Norco College); CTA Representative: Dr. Mark Sellick; CSEA Representative: Ginny Haguewood (Riverside City College) and Gustavo Segura; Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Mr. Henry Bravo.

PLANNING AND OPERATIONS COMMITTEE

Dr. DiThomas introduced Ms. Patricia Avila, Associate Professor, Counseling, RCC, who presented the summary of the findings for RCC; her counterpart at Norco College, Dr. Koji Uesugi, Associate Dean, Special Funded Programs presented the Norco findings; Ms. Delores Middleton, Program Director/Associate Professor,

Riverside Community College  
District Student Equity Plan

Physician Assistant Program, Moreno Valley College, presented the Moreno Valley College findings. The Board of Trustees will receive a request to approve the plan at the April 20<sup>th</sup> regular Board meeting. Discussion followed.

Mr. Williams led the review of the final project design services agreements for the Center for Health and Wellness at Moreno Valley College and the Cosmetology Building at Riverside City College that will be presented to the Board of Trustees for approval at the April 20<sup>th</sup> regular Board meeting. Discussion followed.

Final Project Proposal Design Services Agreements

Mr. Williams led the committee review of Phase II of the project at Moreno Valley College, and the request to use remaining allocated funds from Phase I of the project for Phase II – secondary effects, using the previously allocated District Measure “C” funds. The request will be presented to the Board of Trustees at the April 20<sup>th</sup> regular meeting. Discussion followed.

Moreno Valley Science Laboratories Remodel Project (Phase II and Secondary Effects)

Dr. Gray led the committee review of the proposed District Reorganization to carry the District through the next five to seven years. Conceptual approval will be requested by the Board of Trustees at the April 20<sup>th</sup> regular meeting. Discussion followed.

District Reorganization

The committee adjourned the meeting at 7:46 p.m.

Adjournment

Trustee Janet Green convened the Teaching and Learning Committee meeting on behalf of absent Chair, Trustee Medina, at 7:58 p.m. Committee members in attendance: Academic Senate Representatives: Dr. Sal Soto (Moreno Valley College), Dr. Richard Davin (Riverside City College) and Ms. Dina Humble (Norco College); CTA Representatives: Ms. Patricia Avila (Riverside City College); CSEA Representatives: Mr. Gustavo Segura and Ms. Jonell Guzman (Moreno Valley); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Ms. Terry Welker.

TEACHING AND LEARNING COMMITTEE

Dr. Maghroori presented the committee with information on the District-wide service learning program being developed. Discussion followed.

Service Learning Program

Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness, led the committee review of the report that will be included in the Diversity/Human Resources Report as part of the consent calendar for the April 20<sup>th</sup> regular Board meeting. Discussion followed.

Sabbatical Leave Report

Ms. Kathleen Sell, Associate Professor, English, Riverside City College; Dr. Christopher Rocco, Assistant Professor, Humanities, Moreno Valley College; and Dr. Carol Farrar, Associate Professor, Psychology, Norco College, presented an information update on the Honors Program and its successes. Discussion followed

Honors Program at Riverside Community College District

Dr. Davis led the committee review of the substantive change proposal that will be presented to the Board for approval at the April 20<sup>th</sup> regular meeting and then forwarded to ACCJC. Discussion followed.

Substantive Change Proposal to ACCJC from Norco College for Compliance with ACCJC Distance Education Policy

The committee adjourned the meeting at 8:31 p.m.

Adjournment

The Resources Committee Chair Mark Takano convened the meeting at 8:35 p.m. Committee members in attendance: Dr. James Buisse, Vice Chancellor, Administration and Finance and Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Dr. Travis Gibbs (Moreno Valley College); CTA Representative: Ms. Shari Yates (Riverside City College); CSEA Representatives: Mr. Gustavo Segura and Ms. Tamara Caponetto (Norco College); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Ms. Cid Tenpas.

RESOURCES COMMITTEE

Dr. Gray led the committee discussion regarding the proposed child center changes and fees that the Board of Trustees will be asked to approve at the April 20<sup>th</sup> regular meeting. Discussion followed.

Proposed Child Center Changes and Fees

The committee adjourned the meeting at 9:18 p.m.

Adjournment

The Governance Committee Chair Mary Figueroa convened the Governance Committee meeting at 9:20 p.m. Committee members in attendance: Academic Senate Representative: Dr. Sal Soto (Moreno Valley College), Dr. Richard Davin (Riverside City College) and Dr. Sharon Crasnow (Norco College); CSEA Representative: Mr. Gustavo Segura; Confidential

GOVERNANCE COMMITTEE



Representative: Ms. Debra Creswell; and Management Association Representative: Ms. Chani Beeman.

Ms. Ruth Adams, Director, Contracts, Compliance and Legal Services, led the committee review of Board Policies 4225, 6340, 6600 and 7240 that will be presented to the Board of Trustees for first reading at the April 20<sup>th</sup> regular meeting. Discussion followed.

Revised and New Policies – First Reading

The committee adjourned the meeting at 9:30 p.m.

Adjournment

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 9:32 p.m. Committee members in attendance: Vice Chair: Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction; Academic Senate Representatives: Dr. Lyn Green (Norco College), Dr. Richard Davin (Riverside City College), and Dr. Sharon Crasnow (Norco College); CTA Representative: Ms. Patricia Avila (Riverside City College); CSEA Representatives: Mr. Gustavo Segura and Ms. Angela Thomas (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Mr. Ralph Perez.

FACILITIES COMMITTEE

Mr. Williams led the committee review of the information report on errors and omissions throughout the project, explaining that Steinberg Architects is refunding the District \$3,803 for errors and omissions. Discussion followed.

Quadrangle Modernization Project

Mr. Williams led the committee review of the amendment to the agreement for supplemental services and to cover staffing shortages that will be presented to the Board for approval at the April 20<sup>th</sup> regular meeting. Discussion followed.

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

Mr. Bart Doering, Capital Program Administrator, Facilities Planning, Design and Construction, led the committee review of an amendment with River City Testing for additional services for unanticipated work that will be presented to the Board for approval on April 20<sup>th</sup>. Discussion followed.

Norco Student Support Center

Mr. Williams led the committee review of a lease agreement with VBS Leasing for an interim facility during

Wheelock Gymnasium, Seismic Retrofit Project

the construction of the project that will be presented to the Board for approval at the April 20<sup>th</sup> regular meeting. Discussion followed.

Mr. Michael Stephens, Capital Program Administrator, Facilities Planning, Design and Construction, led the committee review of the Change Order and exceeded contingency amount that will be presented to the Board for approval at the April 20<sup>th</sup> regular meeting. Discussion followed.

Riverside Aquatics Complex

The committee adjourned the meeting at 9:46 p.m.

Adjournment

The Board adjourned to closed session at 9:50 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator: Chancellor Gray; regarding properties known as APN 215-032-006, APN 297-200-003, APN 117-191-014, and APN 217-150-002; and pursuant to Government Code Section 54957, public employee discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session at 11:20 p.m., announcing no action, and adjourned the meeting.

RECONVENED AND AJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORTS

Report No.: II-B

DATE: May 18, 2010

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

Background: On January 29, 2010 the Moreno Valley and Norco campuses became independently accredited colleges and are now recognized as Moreno Valley College and Norco College, joining their sister Riverside City College. To support the transition of the District from a single college, multi-campus system to a three accredited college district, the Chancellor, in consultation with the College Presidents and Vice Chancellors, has undertaken a comprehensive reorganization review of the District. Essential to the administrative structure of a district with three, accredited colleges is the decentralization of student services to each college. As such commencing July 1, 2010 the position of Vice-President, Student Services will exist at each college and the compliment of student services to operate independently will be provided; including but not limited to student financial aid, admissions and records/enrollment, and other student services programs. The administrative realignment of the district and the three, accredited colleges will continue to evolve and develop, based upon programs needs, operation and resource allocation.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 55-09/10 formalizing an administrative structure transitioning the District into a three accredited college district. Implementation of the plan will commence July 1, 2010 with the decentralization of Student Services to operate independently at each college. Administrative realignment of resources to accommodate three accredited colleges by the District will continue to develop and evolve, based upon the resource allocation needs and opportunities.

Gregory W. Gray  
Chancellor

Prepared by: Gregory W. Gray  
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 55-09/10

RESOLUTION OF THE BOARD OF TRUSTEES OF  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FORMALIZING  
AN ADMINISTRATIVE STRUCTURE TRANSITIONING  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
INTO A THREE ACCREDITED COLLEGE DISTRICT

WHEREAS, Riverside Community College District is an institution of higher education since 1916; and

WHEREAS, Riverside City College was the single college accredited in the District with two educational centers known as the Norco and Moreno Valley campuses; and

WHEREAS, on January 29, 2010 Moreno Valley and Norco campuses became independently accredited colleges and are now recognized as Moreno Valley College and Norco College; and

WHEREAS, Riverside Community College District is a three accredited college district and shall be organized the same; and

WHEREAS, the Chancellor is the Chief Executive Officer of the District reporting to the elected five-member Board of Trustees; and

WHEREAS, the Chancellor was tasked by the Board of Trustees to lead the transition of the District from a single-college, multi-campus system to a multi-college district; and

WHEREAS, as the District stands at the threshold of a new era, with a shared commitment and willingness for change to create an organizational structure that provides a balanced foundation and provides the three accredited colleges flexibility for future growth and change; and

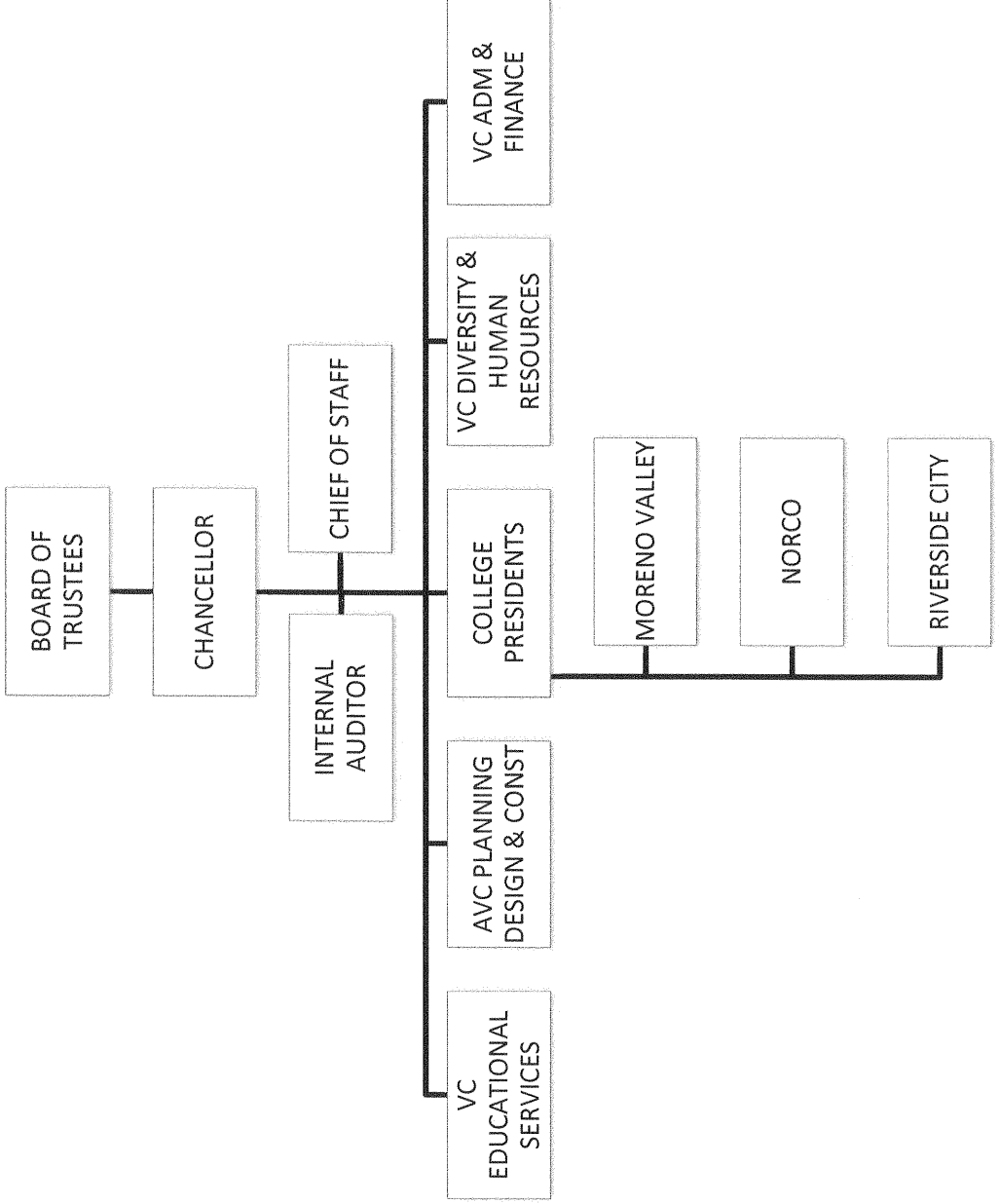
WHEREAS, the Chancellor, in consultation with the College Presidents and District Vice Chancellors, has undertaken an administrative reorganization review of the district.

NOW, THEREFORE, the Governing Board of the Riverside Community College District does hereby find and accept the administrative reorganization plan for the decentralization of Student Services commencing July 1, 2010 from the District to each, independently accredited college. Administrative realignment of resources to accommodate three accredited colleges by the District will continue to develop and evolve, based upon the resource allocation needs and opportunities.

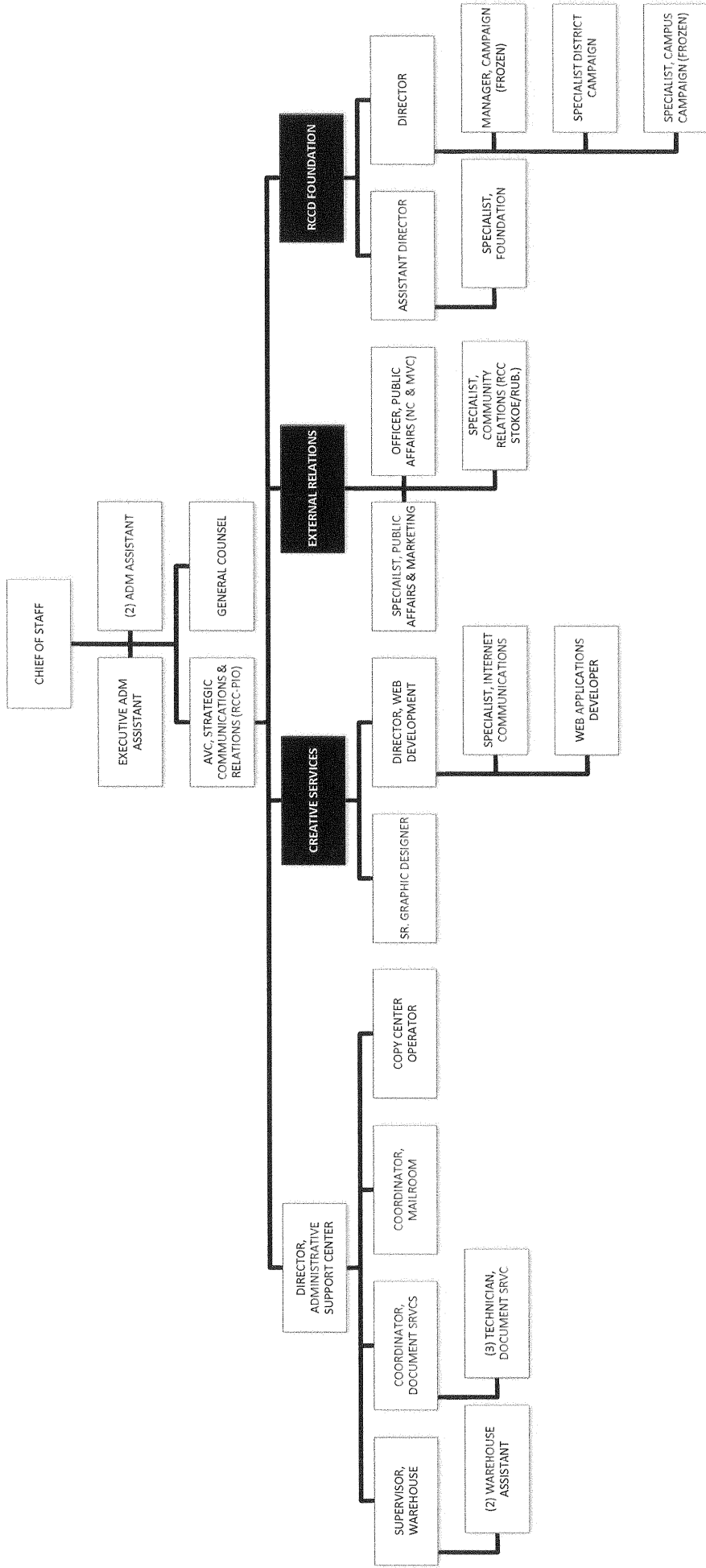
PASSED AND ADOPTED THIS 18<sup>th</sup> day of May, 2010 at the regular meeting of the Riverside Community College District Board of Trustees.

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Virginia M. Blumenthal  
President, Board of Trustees  
Riverside Community College District



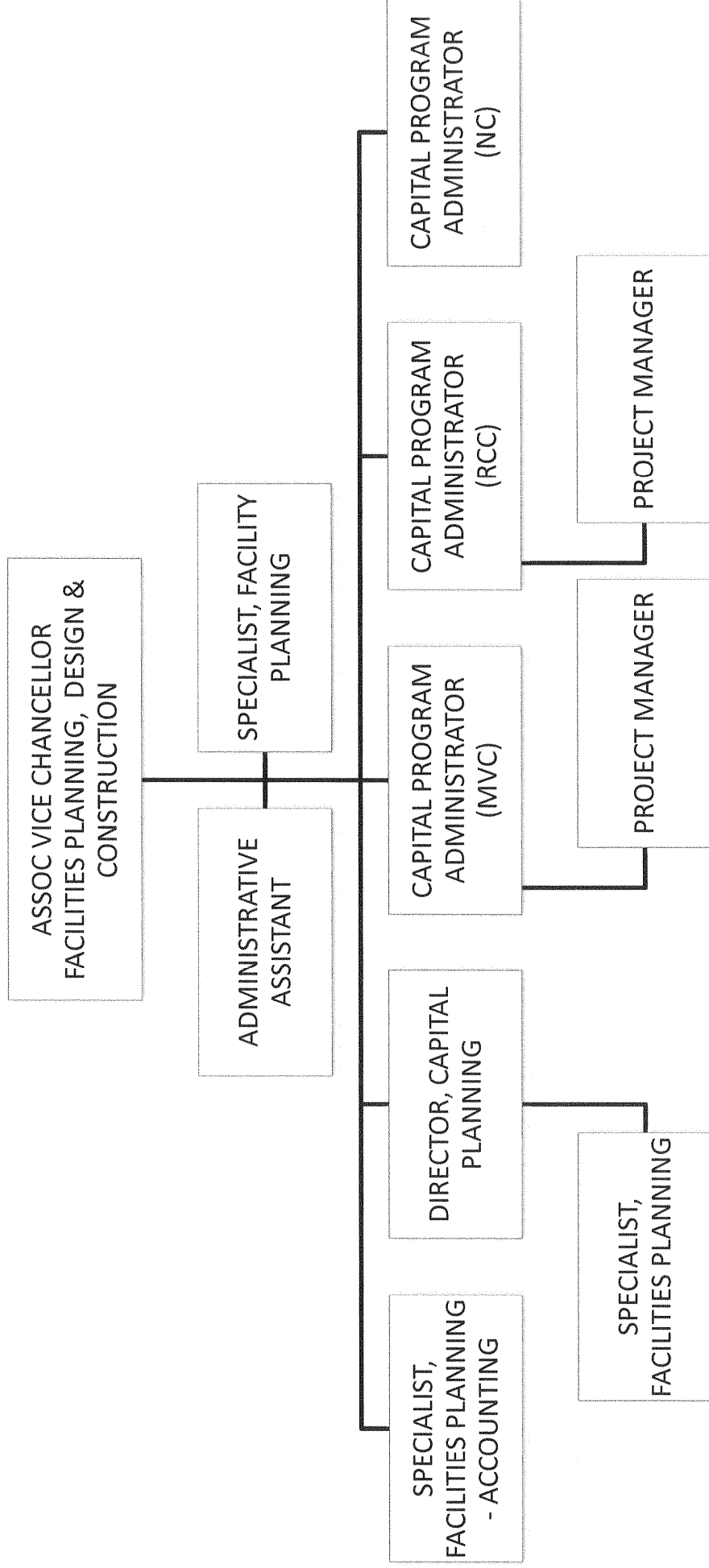
Notes:  
 ➤ Position Eliminated: VC Students Services (realigned with VC Academic Affairs to be renamed as VC Educational Services)  
 May 2010



Notes:

- Rename Public Affairs and Institutional Advancement to Strategic Communications and Relations
- Rename Director of Compliance, Contracts and Legal Services to General Counsel
- Renames Director, Communication & Web Development to Director, Web Development

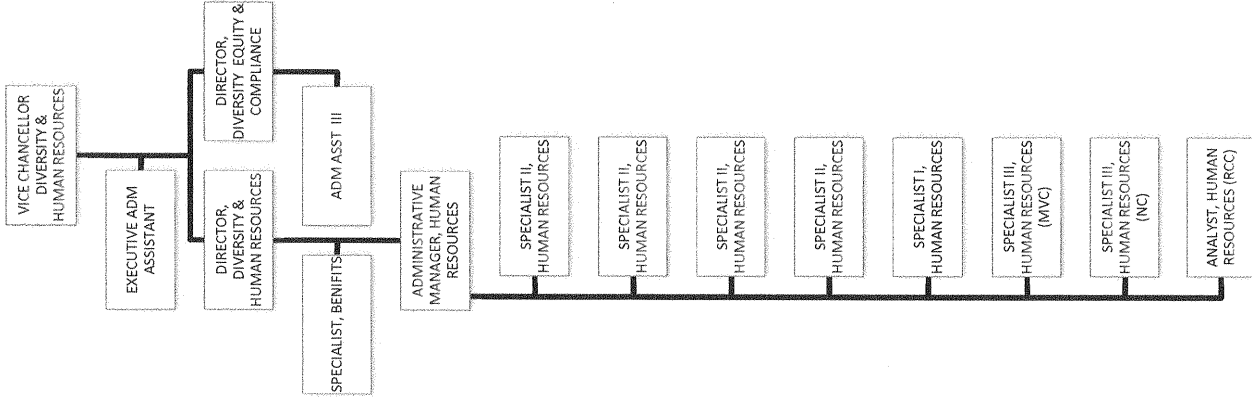
May 2010



Notes:

- > Capital Program Administrator positions to serve college, but remain as District personnel. CPA will work at job sites for college projects with client coordination by VP-Business Services for college.
- > With a PLA, the PLA Administrator is a contract service reporting to AVC-FPDC

May 2010

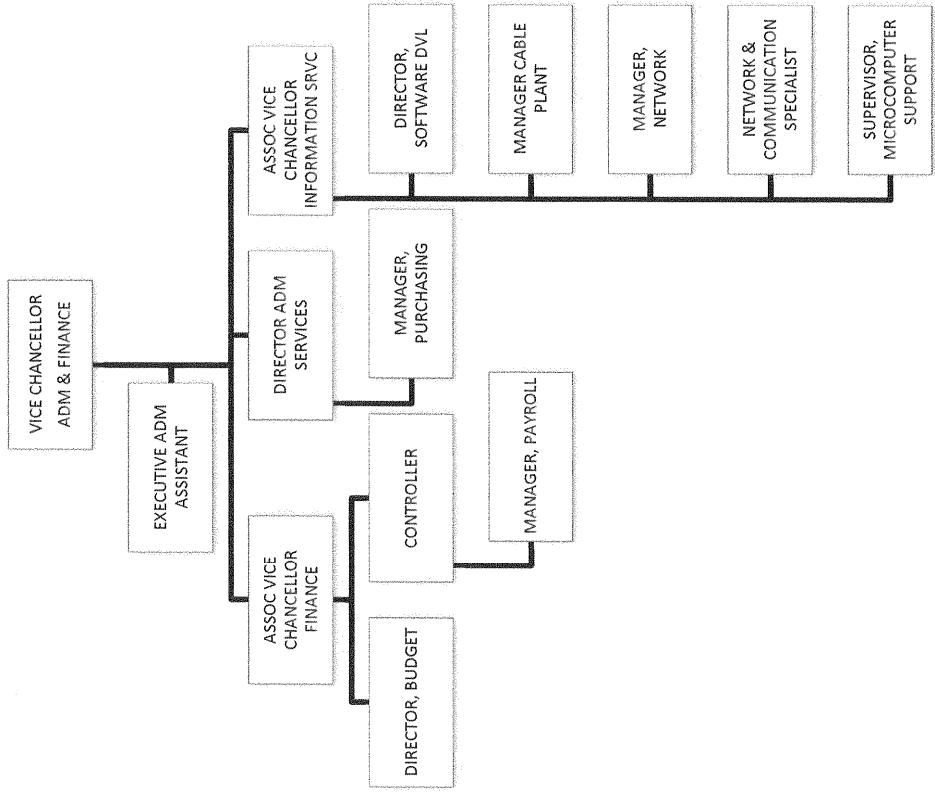


Notes:

- District centralized services with dedicated personnel to serve each college
- 3 Positions to serve college but remain as District personnel. College oversight of these positions/services by the VP-Business
- Convert Specialist II to a III, assigned to NC

May 2010

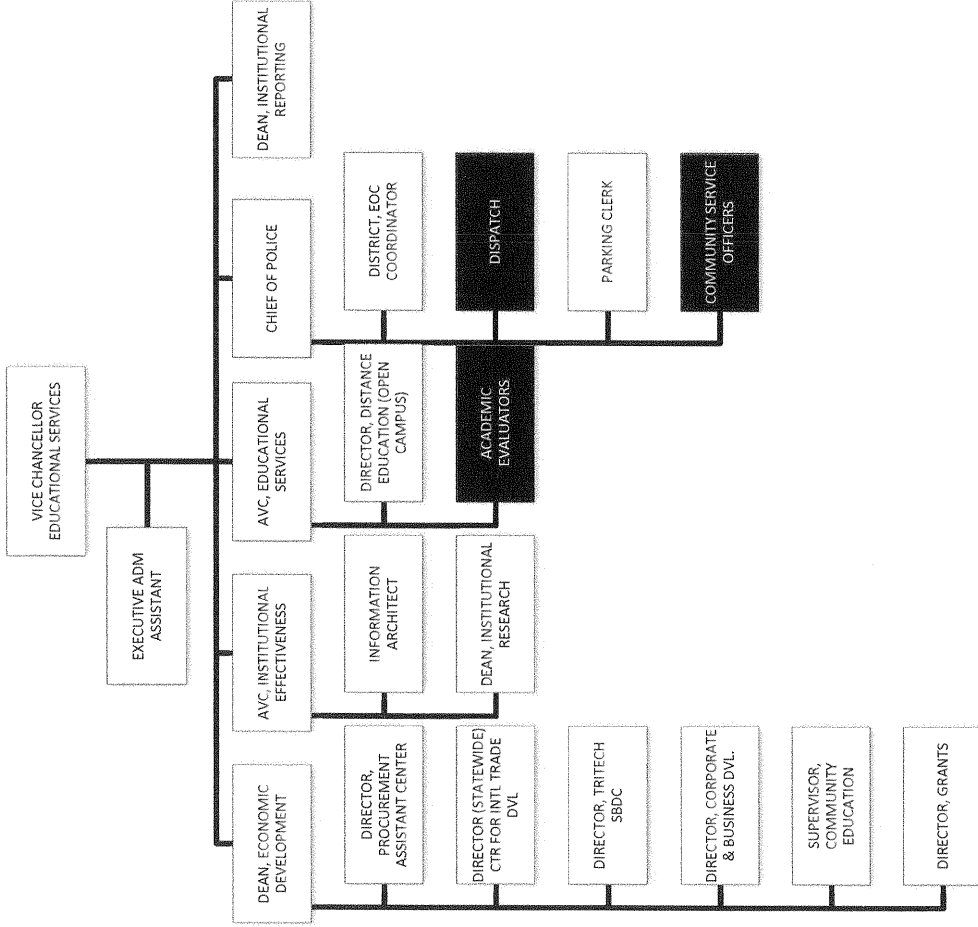




Position Changes:

- Reassign to RCC Accounting Services Manager, Cashier/Clerk, (2) Assistant Cashier/Clerk, Student Acct Specialist (carries district-wide responsibilities)
- Eliminate Assistant Director of Operations, and create Cable Plant Manager position
- Convert Budget Manager to Budget Director
- District centralized services with dedicated personnel serving each college/campus, with oversight by VP-Business.
  - Microcomputer Support Specialist (physically located at each college/campus)
  - Payroll Technician (located at district, with dedicated person to serve each college/campus)
  - Reassign to each college/campus Budget Analysts

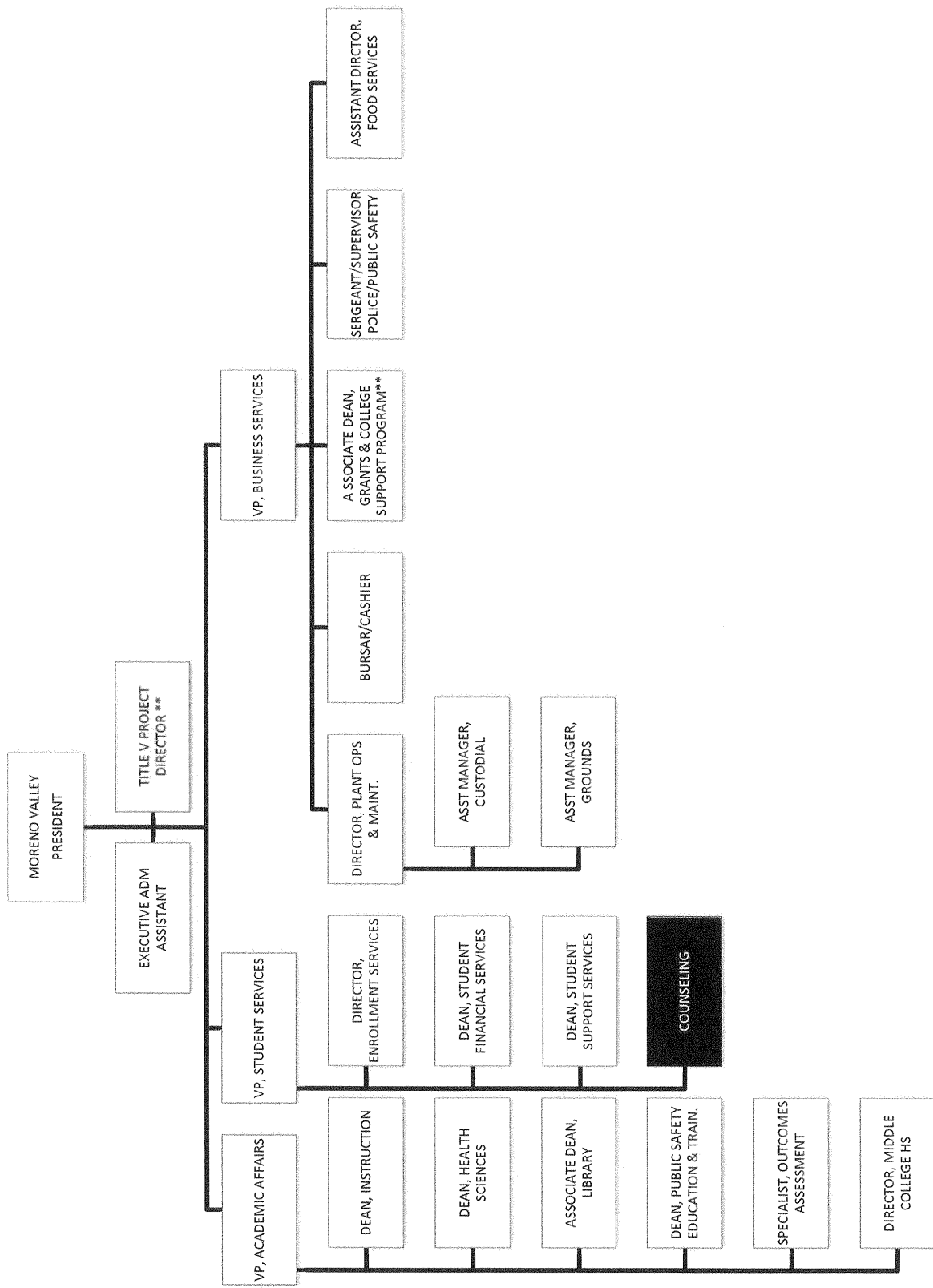
*District is issuing an RFP for audit/review of IT services/needs/programmatic review. Further review from the results of the work by hired consultants may warrant future re-organization of IT Services throughout the District.*



Notes:

- Eliminates VC Student Services
- Rename AVC Instruction to AVC Educational Services
- Moves police sergeants and officers to colleges with oversight, parking, dispatch and District EOC remaining District
- Moves financial aid, student services to colleges
- Moves reporting of grants/evaluators

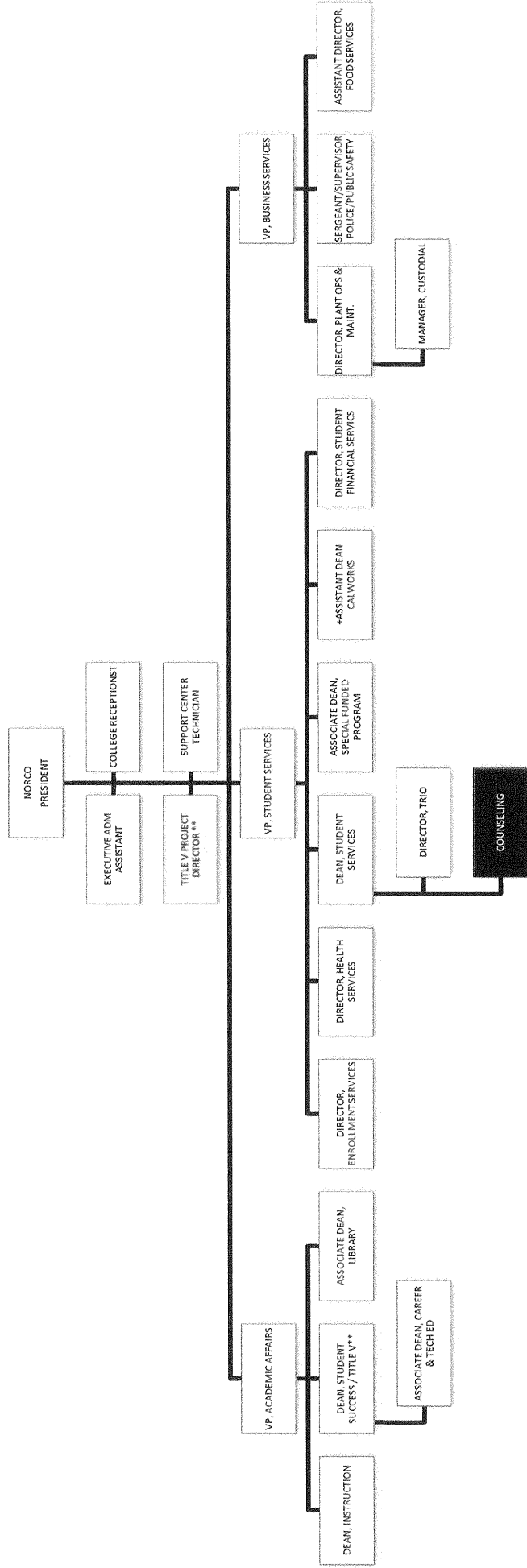
May 2010



Notes:

- Creates a VP student Services unit
- Moves Dean of Students Services to Dean of Student Support Services
- Financial services moves from district to college
- Police/Public safety moves from district to college
- Student Financial aid moved from District to college, with district oversight responsibilities
- \*\*Title V requires director reporting of Project Director to College President (Assoc Dean, Grants & College Support Programs position)

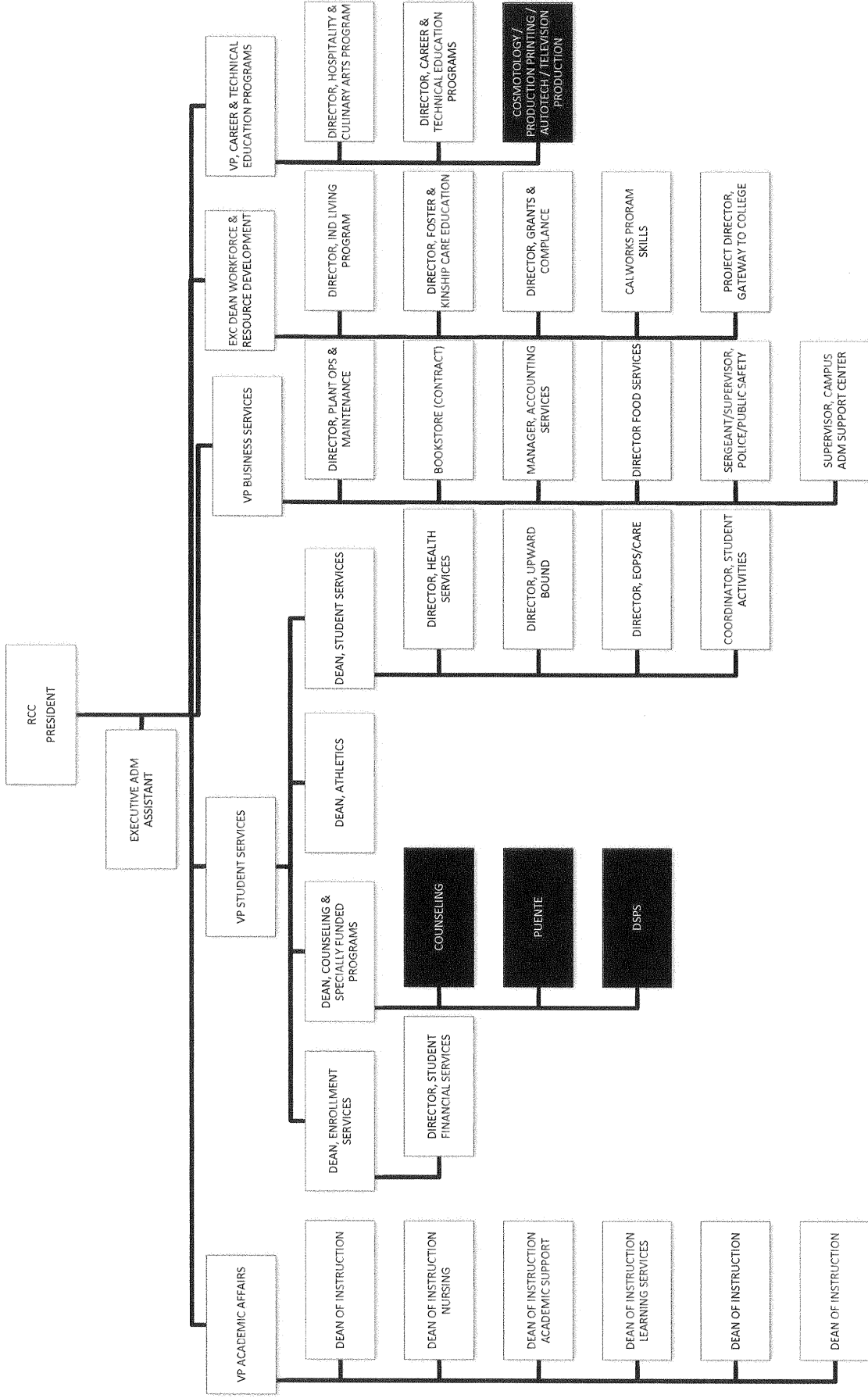
May 2010



Notes:

- Creates VP Student Services
- Creates new positions from grant funding. (Dean, Student Success/Title V, Assoc Dean Career Tech Ed)
- Student Financial Services moves from district to college
- Police/Public safety moves from district to college
- \*\*Title V requires direct reporting of Project Director to College President (Dean, Student Success/Title V position)

May 2010



Notes:

- College move to a multiple academic dean format with a total of six deans
- Food services and Bookstore moves from district to college
- Disabled student programs & services moves from district to college
- Police/Public safety moves from district to college
- Accounting Services Manager and division moves from district to college

May 2010

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORTS

Report No.: II-C

Date: May 18, 2010

Subject: Agreement with Riverside Transit Agency (RTA)

Background: After a successful Go-Pass Pilot Project, on March 31/April 1 Riverside Community College District students at Riverside City College and Moreno Valley College voted to authorize the RCCD Board of Trustees to implement a mandatory transportation fee, which would provide their students with unlimited ridership on RTA buses and routes. Norco College students voted not to authorize this action.

As a result of this vote, EC 76361 allows the Board of Trustees to assess students at Riverside City and Moreno Valley Colleges a mandatory transportation fee if the fee for part-time students is lessened [EC 76361.1(b)(1)].

Recommended Action: It is recommended that the Board of Trustees approve the assessment of a mandatory transportation fee of \$5.50/full-time student (over 6 units) and \$5.00/part-time student (6 units or less) for Moreno Valley and Riverside College students; and authorize the Vice Chancellor of Administration and Finance to sign a five-year contract with RTA to provide unlimited ridership on RTA busses and routes for all students who pay this fee.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Debbie DiThomas  
Associate Vice Chancellor, Student Services and Operations

In preparation for the conclusion of the successful Go-Pass Pilot Project, which will sunset in August 2010, Riverside Community College District students had the opportunity to vote on a ballot measure (see Appendix A) to decide whether to authorize the RCCD Board of Trustees to implement a mandatory transportation fee, which would provide students with unlimited ridership on RTA buses and routes. A simple majority of votes cast at each college would decide the issue.

The vote occurred District-wide on March 31/April 1, 2010. Out of a possible 40,786 students, 1640 voted on the measure, with 774 voting “Yes” and 810 voting “No” (56 votes were void.). When the vote was disaggregated by College, the measure passed at Moreno Valley College by a vote of 163 “Yes” votes to 109 “No” votes (9,906 possible student votes); and at Riverside City College by a vote of 460 “Yes” votes to 284 “No” votes (20,678 possible student votes). The measure failed at Norco College by a vote of 151 “Yes” votes to 417 “No” votes (10,202 possible student votes).

Several outstanding decisions require Board action:

1. EC 76361.1 (a) allows that once the students have passed the ballot allowing the Board to assess the transportation fee, the fee for part-time students does need to be lessened on a pro rata basis (EC76361.1(b)(1)). Therefore, the Board must determine the fee for part-time students. It is recommended that the Board assess a fee of \$5.50 per full time student and a pro rata fee of \$5.00 per part-time student:
2. EC 76361.1(b)(2)(A) allows the Board of Trustees to set the length of the term of the contract. RTA Board has recommended a term of 5 years. This length of time is supported by RCCD administration.
3. In order to keep the cost per student as stated above, and to demonstrate support of this green initiative for its students, RCCD will absorb administrative costs of assessing, collecting and transferring the transportation fee funds from the District to RTA.
4. RCCD’s traditional “Hold Harmless” clause and dissolution of contract clause will be added to the contract.

BALLOT MEASURE

This ballot measure asks Riverside Community College District students to decide whether to authorize the RCCD Board of Trustees to implement a mandatory transportation fee, which would provide students with unlimited ridership on RTA buses and routes. Each college's Associated Student Body will determine by a majority of votes cast by that college's students whether to allow the Board to establish a transportation fee paid for by students. If a college's associated student body votes not to support a transportation fee, that college's students of record will not be assessed the fee, nor will they be entitled to participate in the program.

The proposed transportation fee would be NO MORE THAN \$5.50 per semester (excluding winter session) for students taking more than 6 units. Students taking 6 units or fewer would pay a pro-rated (reduced) fee.

BACKGROUND

The ballot measure is intended as a means to continue the RTA Go Pass pilot program that provided a subsidized public transportation option for RCCD students. The pilot program, which started in August 2008 and will sunset in August 2010, was paid for by local municipalities. That funding is no longer available. Under California Education Code, community college students may elect to allow the Governing Board of the district or college to implement a mandatory transportation fee.

- Yes. I SUPPORT allowing the Board of Trustees to implement a mandatory transportation fee at (specific college name)
  
- No. I DO NOT SUPPORT allowing the Board of Trustees to implement a mandatory transportation feet at (specific college name)

\_\_\_\_\_  
Student Name (please print)

\_\_\_\_\_  
Student ID#

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
College



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORTS

Report No.: II-D

Date: May 18, 2010

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

Background: The state budget continues to impact the budget and academic offerings of Riverside Community College District. As one of the largest community college districts, located in the region with the highest rate of unemployment in the state, the role of RCCD and its three colleges is paramount. RCCD is a key component to the economic vitality of the area. As such, the state budget continues to impede our ability to fully serve our mission to our community. Over recent months there have been unifying messages and advocacy to the state legislature relative to fulfilling the vision of the higher education master plan.

As a key component to the higher education master plan, the formalization of a position by the board to advocate the need for a responsible budget to the higher education system and recognizing the role of community colleges, in particular RCCD is proposed. If passed, copies of the resolution will be forwarded to the legislative leadership, the Inland Empire caucus, and the Governor.

Recommended Action: It is recommended that the Board of Trustees consider Resolution No. 62-09/10 declaring the District position in the State budget crisis and the local impact to higher education.

Gregory W. Gray  
Chancellor

Prepared by: Chris Carlson  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION No. 62-09/10

RESOLUTION OF THE BOARD OF TRUSTEES FOR THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT ON THE STATE  
BUDGET CRISIS AND LOCAL IMPACT TO HIGHER EDUCATION

WHEREAS, the State of California faces a multi-billion dollar budget shortfall and lacks the necessary revenue to support needed expenditures; and

WHEREAS, all sectors of education in California: K-12, California Community College system, California State Universities (CSU) and Universities of California (UC) have seen substantial budget reductions; and

WHEREAS, the Higher Education Master Plan for California intended to provide full access to Californians to the higher education system in the state; and

WHEREAS, the California Community College system in the state includes 112 colleges in 72 districts throughout the state and is the largest higher education system in the world serving more than 2.9 million students with a wide variety of educational and career goals; and

WHEREAS, Riverside Community College District is the 7<sup>th</sup> oldest and 5<sup>th</sup> largest community college district in California, with three colleges serving 1.4 million people living in Riverside County; and

WHEREAS, the District continues to be the primary higher education system for Western Riverside County with more than 50,000 students enrolled Fall 2009; and

WHEREAS, the Riverside-San Bernardino MSA continues to have a higher than average unemployment rate, with the highest in the state of California, and the second highest nationwide; and

WHEREAS, the District has seen growth in the number of students returning for workforce related education and retraining, and entrance to higher education through the community colleges due to limited access at the CSU and UC systems; and

WHEREAS, the state budget crisis has resulted in the District carrying unfunded full-time equivalent students exceeding 4,000; and

WHEREAS, the District during the 2009-2010 Academic Year was forced to reduce its course offerings by 1,000 sections; and

WHEREAS, Riverside Community College District continues to play a vital role in the education and advancement of the region, and is key in the economic development and welfare of the region it serves;

NOW, THEREFORE, BE IT UNDERSTOOD that the Board of Trustees of the Riverside Community College District hereby resolve to advocate for a balanced and responsible approach to the funding and access of higher education within the State of California, to serve the needs of advancing an educated and skilled workforce, and for a state fiscal program that addresses the ability to provide a quality education for our region and throughout the state.

PASSED AND ADOPTED this 18<sup>th</sup> day of May 2010, at the regular meeting of the Riverside Community College District Board of Trustees.

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Virginia M. Blumenthal  
President, Board of Trustees

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: May 18, 2010

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
NORCO COLLEGE			
TBA	Associate Dean, CTE	TBA	TBA
RIVERSIDE CITY COLLEGE			
Thomas Craft	Director, Football Operations/Head Football Coach	05/19/10	Contract

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty  
(None)

2. Salary Reclassification

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

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

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Diane Conrad	C	D

Subject: Academic Personnel

3. Transfer Request

It is recommended the Board of Trustees approve the transfer of Dr. Lisa Howard, Associate Dean School of Nursing, to the following position and academic rank, Associate Professor, Nursing, Riverside City College, beginning with the 2010-2011 academic year, with salary placement at Column H, Step 15 of the Faculty Schedule.

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

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

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Sydne Kasle	Assistant Professor, Speech Communications	CFRA/FMLA	05/01/10

5. Management Professional Leave

Board Policy 7340 gives the Board authority to grant leaves of absence. Monica Delgadillo-Flores, Dean, Student Services, has requested a leave from May 19, 2010 to June 30, 2010 for purposes of academic preparation to return to the classroom in the fall semester of 2010. The request has been reviewed and approved by the President, Riverside City College.

It is recommended that the Board of Trustees approve a paid professional leave for Monica Delgadillo-Flores from May 19, 2010 to June 30, 2010.

6. Request for Participation in Reduced Employment Program

The Agreement between Riverside Community College District and the Riverside Community College Chapter CCA/CTA/NEA provides for faculty participation in the Reduced Employment Program; and the Vice President has reviewed and supports the following request.

It is recommended the Board of Trustees approve the request of Dr. Achinta Chatterjee, Associate Professor of English, and allow him to participate in the Reduced Employment Program with a teaching load of 50% for the 2010-11 academic year.

Report No.: V-A-1-a

Date: May 18, 2010

Subject: Academic Personnel

7. Paid Administrative Leave

It is recommended that the Board of Trustees approve paid administrative leave for Terry Keiser and Ross Clark effective April 19, 2010 until further notice.

8. Riverside Community College District and Riverside Community College District Faculty Association, CCA/CTA/NEA Memorandum of Agreement Regarding Contract Extension

The current contract between Riverside Community College District and Faculty Association CCA/CTA/NEA will expire on June 30, 2010. Both the District and the Faculty Association agree to the attached two year agreement extension and academic calendar for 2011-2012.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: May 18, 2010

Subject: Classified Personnel

1. Appointments

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

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

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

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

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

BEGINNING JUNE 14, 2010 – AUGUST 20, 2010

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Al-Ali, Howaida	Laboratory Technician II	100%	80%
Boland, Angela	Health Services Specialist	100%	90%
Brooks, Stefini	Administrative Assistant III	100%	80%
Brosious, Nancy	Production Graphic Designer	100%	80%
Clark, Jeffrey	Media Services Repair Technician	100%	90%
Erickson, Terry	Administrative Assistant IV	100%	80%
Garibay, Clara	Health Services Supervisor	100%	80%
Gilbertson, Beth	Administrative Assistant III	100%	90%
Hakenson, Sandra	Nursing Skills Laboratory Technician	100%	80%
Harvey, Elizabeth	Occupational Education Specialist	100%	80%
Hwang, Chi-Chih	Library Systems Coordinator	100%	80%

Subject: Classified Personnel

2. Request for Temporary Reduced Workload During the 4/10 Work Schedule (Continued)

BEGINNING JUNE 14, 2010 – AUGUST 20, 2010 (Continued)

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Maness, Maria	Matriculation Specialist	100%	90%
Morris, April	Parking Administrative Clerk	100%	80%
Murrell, Deanna	Student Financial Services Specialist	100%	90%
Myers, Linda	Administrative Assistant II	100%	80%
Noll Dougherty, Sandra	Instructional Department Specialist	100%	90%
Patel, Hetal	Human Resources Specialist II	100%	80%
Sanders, Richard	Senior Tool Room Attendant	100%	80%
Schuman, Kathleen	Instructional Department Specialist	100%	80%
Slaughter, Kheesa	Upward Bound Coordinator	100%	80%
Stackhouse, Stefanie	Instructional Department Specialist	100%	80%
Wilson, Tanya	Administrative Assistant	100%	90%

BEGINNING JUNE 28, 2010 – AUGUST 20, 2010

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Acevedo, Lilia	Student Services Specialist	100%	80%
Gonzalez, Rita	Counseling Clerk II	100%	90%
Hernandez, Stefanie	Counseling Clerk I	100%	80%
Largent, Helena	Veterans Services Specialist	100%	95%
Oliveras, Jillian	Administrative Assistant IV	100%	90%

BEGINNING JULY 19, 2010 – AUGUST 20, 2010

<u>Name</u>	<u>Title</u>	<u>From</u>	<u>To</u>
Dassow, Michelle	Student Services Technician	100%	90%

3. Leave for Military Reserve Duty

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

It is recommended the Board of Trustees approve/ratify a request for military reserve duty for Anthony Rizo, Multi-Media Graphic Artist, for the period of February 19, 2010 and April 15 & 16, 2010 (a total of 3 working days). Mr. Rizo meets the college service requirements.

Subject: Classified Personnel

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

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

<u>Name</u>	<u>Title</u>	<u>Effective: or Retroactive to:</u>	<u>Leave Type</u>
Michelle Dassow	Student Services Technician	April 26, 2010	CFRA/FMLA
Patricia Federico	Document Services Technician	May 5, 2010	CFRA/FMLA
Kathleen Krysta	Custodian	April 23, 2010	CFRA/FMLA
Lily Martinez	Counseling Clerk II	May 11, 2010	CFRA/FMLA
Udawna Neal	Emancipation Coach	May 3, 2010	CFRA/FMLA
Joyce Whalen-Turner	Instructional Department Specialist	May 1, 2010	CFRA/FMLA

5. Request to Change Bumping Due to Seniority Rights and Layoff

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to conduct certain personnel actions, subject to final approval by the Board of Trustees. On April 20<sup>th</sup> the board approved the elimination of the position of Administrative Assistant I (Early Childhood Center). Due to the closure of the Early Childhood Center at Norco College, this position will no longer be needed. The incumbent of the position, previously held status for six years as a Clerk Typist and is exercising her bumping rights to this position. This impacts other employees which ultimately requires that someone be laid off. Given this required action, it is recommended the Board of Trustees approve the changes to those impacted who will be placed on a 39-month reemployment list. (See attached.)

6. Separations

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

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

<u>Name</u>	<u>Position</u>	<u>Effective: or Retroactive to:</u>	<u>Reason</u>
Daniel Castro	Athletic Field Caretaker	12/31/2009	Disability Retirement
Vidal Vargas	Assistant to the Coordinator, Upward Bound Program	04/30/2010	Resignation



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-c

Date: Date May 18, 2010

Subject: Other Personnel

1. Substitute Assignments

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

2. Short-term Positions

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

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

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

Report No.: V-A-1-c

Date May 18, 2010

Subject: Classified Personnel

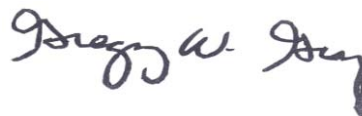
Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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Gregory W. Gray  
Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Jan Muto  
President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs



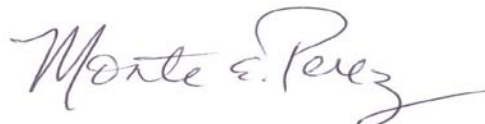
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Brenda Davis  
President, Norco Campus



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James Buysse  
Vice Chancellor, Administration and Finance  
and Finance



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Monte Perez  
President, Moreno Valley Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
and  
RIVERSIDE COMMUNITY COLLEGE FACULTY ASSOCIATION, CCA/CTA/NEA

MEMORANDUM OF AGREEMENT

Re: Contract Extension

May 3, 2010

The current contract between Riverside Community College District and Faculty Association CCA/CTA/NEA will expire on June 30, 2010. Given the uncertainty of California's financial situation and the administrative evolution of the District's three-college system which will impact various provisions of the current contract, both the District and the Faculty Association agree to extend the current contract by two additional years. Thus, the current contract, all of its provisions, and its applicable MOUs will be extended until June 30, 2012.

Further, The District and the Association agree to the attached academic calendar for 2011-2012.

Dated: \_\_\_\_\_  
Riverside Community College District

Dated: \_\_\_\_\_  
Riverside Community College District  
FA/CCA/CTA/NEA

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

By: \_\_\_\_\_  
Dariush Haghighat, President

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION  
CCA/CTA/NEA

MEMORANDUM OF AGREEMENT  
RE: 2011-2012 COLLEGE CALENDAR

This AGREEMENT is made and entered into this 18<sup>th</sup> day of May, 2010, by and between Riverside Community College District (hereinafter called the "District") and the Riverside Community College District Faculty Association, CCA/CTA/NEA (hereinafter called the "Association"), pursuant to Article IX, Section A of the "Agreement between Riverside Community College District and Riverside Community College District Faculty Association, CCA/CTA/NEA.

1. "Academic year" is defined as that period between the first day of a fall semester and the last day of the following spring semester (CEC 87661d).
2. The College Calendar for 2011-2012 shall be identified as Appendix I (attached). The fall semester instruction shall begin on August 29, 2011, and end on December 16, 2011. The spring semester instruction shall begin on February 13, 2012, and end on June 7, 2012. Saturday and Sunday final exam days are only for those classes that meet on either Saturday or Sunday.
3. Orientation for new faculty shall be held on August 23, 2011. A service day/flex day required of all regular and contract faculty members will be held on August 25, 2011.
4. With the exception of new faculty, each regular and contract faculty member must either elect to participate in District organized flex (staff) development activities on August 26, 2011 and February 10, 2012, or to create a personal staff development plan. Such plan must be pre-approved by the faculty member's academic department chairman to ensure it promotes the faculty member's professional growth and satisfies the criteria of relevant California state law. Any faculty member whose proposed plan is not approved by said department chairman may appeal to the college president. The staff development hours may be taken at any time during the academic year, or the preceding summer term, when not in conflict with contractual obligations. Each regular and contract faculty member will be required to participate in District, campus and/or discipline meetings and activities on August 25, 2011.
5. June 7, 2012, Graduation Day, shall be a service day. All regular and contract faculty are required to participate in the commencement program.
6. The District, at its discretion, may extend the semester and intersession calendars to meet the needs and/or requirements of special programs such as Cosmetology, Administration of Justice, Nursing, Weekend College, etc.
7. A six-week winter intersession shall begin on January 3, 2012, and end on February 9, 2012.

8. A six-week day and an eight-week evening summer session shall begin on June 18, 2012. The day session will end on July 28, 2012 and the evening session on August 11, 2012.

Dated: \_\_\_\_\_  
Riverside Community College District

Dated: \_\_\_\_\_  
Riverside Community College  
District Faculty Association  
CCA/CTA/NEA

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

By: \_\_\_\_\_  
Dariush Haghighat  
President

## **Side Letter of Agreement 2011-2012 COLLEGE CALENDAR**

The Riverside Community College District and the Riverside Community College District Faculty Association, CCA/CTA/NEA agree to apply the following principles when the college implements the proposed 2011-2012 calendar:

1. Departments must submit yearly tentative teaching assignments for each contract and regular faculty member during the spring semester for the following summer, fall, winter, and spring terms. No contract and regular faculty member who satisfies his/her annual teaching assignment during the fall and spring semesters shall be required to teach during the winter intersession unless circumstances reasonably require the Vice President of Academic Affairs to adjust his/her teaching assignment.
2. Regular and contract faculty may choose either the winter or the summer intersession for compensation based upon the Summer Intersession Salary Schedule, if such intersession is not part of their annual teaching load. However, only one intersession will be paid based upon the Summer Intersession Salary Schedule.
3. Regular and contract faculty who choose to use the winter or summer intersession in order to complete their annual teaching load will be given priority for the intersession teaching assignments. If the District offers a summer intersession, regular and contract faculty members may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.
4. Regular and contract faculty will be given priority for intersession teaching assignments.
5. Regular and contract faculty who are specifically required by the President (or designee) to be on College premises during periods that are not part of their annual teaching assignment will be compensated at his/her hourly rate of pay based upon the Faculty Hourly Salary Schedule.
6. Pay periods for regular and contract faculty will commence with the month of August.

# RIVERSIDE COMMUNITY COLLEGE DISTRICT

## Academic Calendar

### 2011 - 2012

June 2011						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2011						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	26	26	27	28	29	30
31						

August 2011						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2011						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	27	29
30	31					

November 2011						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2011						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2012						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 2012						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2012						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

	Required Day for New Faculty Aug 23
	Required FLEX Days
	District/Discipline - 1/2 day AM Aug 25
	College - 1/2 day PM Aug 25
	Optional FLEX Day
	August 26, February 10

	Summer Session
	Day Classes - June 20 - July 28
	Evening Classes - June 20 - Aug. 11 (8 wks)
	Weekend Classes- June 25-Aug 14 (8 wks)
	Fall term
	August 29 - December 16
	Weekend Classes- September 3- December 11

	Legal Holidays
	Commencement
	Part-time Faculty Oreintation
	To be arranged by Campus

	Final Exams
	Classes not in session

	Winter Intersession
	January 3 - February 9 (6 wks)
	Weekend Classes- January 7- February 12 (6 wks)
	Spring term
	February 13 - June 7
	Weekend Classes- February 25 - June 7





<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Valenzuela, Shannon	Clerical Substitute	05/19/10-06/30/10	E-1 \$16.89/hour

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Barger, Brooke	Assistant Pool Manager	06/14/10-06/30/10	\$8.00/hour
Finfrock, Doug	Assistant Pool Manager	06/14/10-06/30/10	\$8.00/hour
Hennebelle, Hollee	Educational Assistant	03/01/10-06/30/10	\$8.00/hour
Garcia, Jesus	Grant Facilitator	06/01/10-06/30/10	\$40.00/hour
Marshall, Shawn	Grant Facilitator	06/01/10-06/30/10	\$40.00/hour
Moreno, Alejandro	Grant Facilitator	06/01/10-06/30/10	\$40.00/hour
Reid, Bryan	Grant Facilitator	06/28/10-06/30/10	\$40.00/hour
Smith, Anne	Grant Facilitator	06/28/10-06/30/10	\$40.00/hour
Bauer, Christina	Interpreter Apprentice	05/19/10-06/30/10	\$11.00/hour
Creehan, Joseph	Interpreter I	05/19/10-06/30/10	\$18.00/hour
Alexander, Tameka	Interpreter II	05/19/10-06/30/10	\$23.00/hour
Killen, Laura	Interpreter II	05/19/10-06/30/10	\$23.00/hour
Lovingood, Vanita	Interpreter II	05/19/10-06/30/10	\$23.00/hour
Van Gorder, Matthew	Interpreter II	05/19/10-06/30/10	\$23.00/hour
Antonissen, Andrea	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Antonissen, Ashley	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Baltazar, Brianna	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Bresino, Megan	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Clark, Jamie	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
DesCombes, Aaron	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
DesCombes, April	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Hardin, Katherine	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Harrod, Chelsea	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Heitman, Amy	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Hopkins, Dylan	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Kent, Melanie	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Kirschner, Wyatt	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Laumea, Jennifer	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
McCarthy, Meghan	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
McNeil, Alexis	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Merritt, Kanann	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Nunnenkamp, Camille	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Quiroz, Maria	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Rethaford, Bradleigh	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Schnakenberg, Jasmine	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Teets, Katie	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Wilcox, Kristi	Lifeguard (Instructor)	06/14/10-06/30/10	\$8.00/hour
Taylor, Max	Office Assistant III	05/19/10-06/30/10	\$12.50/hour
Lopez, Trevor	Office Assistant III	05/19/10-06/30/10	\$12.50/hour
Contreras, Julian	Role Player	05/19/10-06/30/10	\$8.00/hour
Hand, Andrew	Role Player	05/19/10-06/30/10	\$8.00/hour
Gonzalez, Alberto	Stage Hand	04/21/10-06/30/10	\$8.00/hour
Goth, Jay	Technical Business Advisor	05/19/10-06/30/10	\$55.00/hour
Ivery, Stacy	Work Readiness & Employment Coordinator	05/19/10-06/30/10	\$35.00/hour
Garcia-Tolson, Renee	Work Readiness & Employment Specialist	05/19/10-06/30/10	\$20.00/hour
Rajan, Singhi	Work Readiness & Employment Specialist	05/19/10-06/30/10	\$20.00/hour
Sapien, Mercedes	Work Readiness & Employment Specialist	05/19/10-06/30/10	\$20.00/hour
Zavala, Ana	Work Readiness & Employment Specialist	05/19/10-06/30/10	\$20.00/hour

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLEGE				
Busque, Marie	Tutor	Tutorial Services	04/15/10	\$ 8.00
	Student Food Services			
Carpini, Sean	Worker	Food Services	04/16/10	\$ 8.00
Chrisney, Brendon	Music Librarian	Performing Arts / Music	04/15/10	\$ 8.00
Degroot, Andrew	Recital Assistant	Performing Arts / Music	04/29/10	\$ 8.00
Farris, Edward	Student Worker	Student Activities	05/06/10	\$10.00
Minwary, Manuel	Tutor	Tutorial Services	04/14/10	\$ 8.00
	Student Food Services			
Murphy, Lindsay	Worker	Food Services	04/16/10	\$ 8.00
	Student Food Services			
Norris, Dana	Worker	Food Services	04/16/10	\$ 8.00
Peralta, Israel	Recital Assistant	Performing Arts / Music	07/15/10	\$ 8.00
Rincon, Blanca	Tutor	Tutorial Services	04/13/10	\$ 8.00
Vizcarra, Itzel	Tutor	Tutorial Services	04/29/10	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COMMUNITY SERVICE PROGRAM				
Alonso, Aurelio	Museum Assistant	UCR Museum of Photography	05/10/10	\$ 8.50
Lynch, Ryan	Museum Assistant	UCR Museum of Photography	04/22/10	\$ 8.50
MORENO VALLEY COLLEGE				
Abdulla, Dalia	Assessment Clerk	Assessment Ctr - MV	05/04/10	\$ 8.00
NORCO COLLEGE				
Elali, Sylvana	Accommodations Aide	DSP&S	05/04/10	\$ 8.00
Gonzalez, Carmen	Instructional Aide	ECS	04/26/10	\$ 8.00
Gonzalez, Rick	Accommodations Aide	DSP&S	04/29/10	\$ 8.00
RIVERSIDE CITY COLLEGE				
Hicks, Joshua	Circulation Assistant	Library	04/15/10	\$ 8.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: May 18, 2010

Subject: Purchase Order and Warrant Report–All District Resources

Background: The attached Purchase Order and Warrant Report–All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$2,299,911 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 154688 -156573) totaling \$7,202,254 has been reviewed by the Business Office to verify that monies are available in the appropriate Resources for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,299,911 and District Warrant Claims totaling \$7,202,254.

Gregory W. Gray  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Report of Purchases-All District Funds  
Purchases Over \$78,500  
4/01/10 thru 4/30/10

PO#	Department	Vendor	Description	Amount
C0002971	Library - Riverside	Grounds For Play Inc.	Stokoe Playground Equipment	79,593
C0002972	Facilities - MV	Nexus Is, Inc.	Comp Equip Additional \$5000 >	136,722
C0002976	FPDC	LPA Inc.	Citrus Belt Savings & Loan Gallery	327,500
C0002978	Library - Riverside	CA Construction	Bid Award Stokoe Playground Improvements	263,000
C0002989	Facilities - Riverside	HMC Architects	Design Services Cosmetology Building	113,000
			<b>Total</b>	<b>\$919,815</b>
All Purchase Orders, Contracts, and Additions Under \$78,500, for the Period of 4/01/10 - 4/30/10				
			Contracts- C2966 - C2993	294,917
			Contract Additions- C2596 - C2870	
			Purchase Orders- P23718 - P24816	903,030
			Purchase Order Additions- P21635 - P23707	
			Blanket Purchase Orders- B6678- B6731	160,393
			Blanket Purchase Order Additions- None	
			<b>Total</b>	<b>\$1,358,340</b>
			<b>Grand Total</b>	<b>\$2,278,155</b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May18, 2010

Subject: Budget Adjustments

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

<u>Program</u>	<u>Account</u>	<u>Amount</u>
<u>Riverside</u>		
R1. Transfer to purchase equipment.		
From: Academic Senate	Supplies	\$ 150
	Copying and Printing	400
To: Academic Senate	Equipment	\$ 550
R2. Transfer to purchase supplies and provide for classified hourly staff and overtime.		
From: School for the Arts	Academic Special Project	\$ 959
	Lecturers	842
	Professional Services	863
	Conferences	561
To: School for the Arts	Supplies	\$ 1,995
	Classified Hourly	550
	Classified Overtime	680

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R3. Transfer to align the budget with the amended contract. (Fund 12, Resource 1190)		
From: Riv Cty Emancipation Srvc - 09/11	Classified FT	\$ 6,000
To: Post Emancipation Services - 09/11	Transportation/Bus Passes	\$ 6,000
R4. Transfer to provide for copying, printing, supplies and replacement equipment.		
From: Art	Instructional Aides, Hourly	\$ 1,316
	Professional Services	3,381
	Other Services	150
	Mileage	91
To: Art	Copying and Printing	\$ 20
	Supplies	1,053
	Instructional Supplies	3,460
	Equipment Replacement	405
R5. Transfer to provide for costume design services.		
From: Performing Arts	Theatre Supplies	\$ 723
To: Performing Arts	Professional Services	\$ 723
R6. Transfer to provide for Art Gallery and classroom alarm services.		
From: VP, Academic Affairs	Supplies	\$ 630
To: VP, Academic Affairs	Other Services	\$ 630



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R7. Transfer to reallocate the Basic Skills/ESL 2007/2008 grant budget. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2007/2008	Academic Special Project	\$ 8,040
To: Basic Skills/ESL 2007/2008	Classified Hourly	\$ 720
	Employee Benefits	21
	Periodicals/Magazines	200
	Copying and Printing	600
	Mileage	160
	Conferences	800
	Comp Software Maint/Lic	539
	Equipment	5,000
R8. Transfer to purchase equipment and repair parts.		
From: President	Advertising	\$ 274
	Administrative Contingency	2,208
To: President	Equipment	\$ 1,074
Facilities, Building Maintenance	Repair Parts	1,408
R9. Transfer to provide for classified hourly staff.		
From: Dean of Instruction	Supplies	\$ 1,500
	Rents and Leases	1,000
	Other Services	500
To: Dean of Instruction	Classified Hourly	\$ 2,874
	Employee Benefits	126

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R10. Transfer to purchase instructional supplies.		
From: Model United Nations	Classified Hourly	\$ 200
To: Model United Nations	Instructional Supplies	\$ 200
R11. Transfer to purchase equipment.		
From: Information Systems & Technology	Tests	\$ 2,350
To: Information Systems & Technology	Equipment	\$ 2,350
R12. Transfer to purchase instructional supplies.		
From: Physical Education	Memberships	\$ 120
	Repairs	590
To: Physical Education	Instructional Supplies	\$ 710
R13. Transfer to provide for part-time faculty, copying, printing and supplies.		
From: Learning Center, Stokoe	Other Services	\$ 9,518
To: Learning Center, Stokoe	Academic PT Teaching	\$ 270
	Employee Benefits	33
	Copying and Printing	1,000
	Supplies	8,215

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R14. Transfer to provide for software licensing and replacement equipment.		
From: School of Nursing	Tests	\$ 4,186
	Supplies	544
To: School of Nursing	Comp Software Maint/Lic	\$ 3,370
	Equipment Replacement	1,360
R15. Transfer to provide for copying, printing and supplies.		
From: VP, Student Services	Administrative Contingency	\$ 1,550
To: Admissions and Records	Copying and Printing	\$ 750
	Supplies	800
R16. Transfer to purchase replacement equipment for the Board Financial Assistance Program grant. (Fund 12, Resource 1190)		
From: Student Financial Services	Mileage	\$ 421
To: Student Financial Services	Equipment Replacement	\$ 421
R17. Transfer to provide for student grants. (Fund 12, Resource 1190)		
From: EOP&S	Food	\$ 950
	Travel Expenses	1,312
	Conferences	1,500
To: EOP&S	Student Financial Grants	\$ 3,762

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R18. Transfer to purchase replacement equipment.		
From: Dean, Student Services	Copying and Printing	\$ 394
	Reference Books	116
	Mileage	76
To: Dean, Student Services	Equipment Replacement	\$ 586
R19. Transfer to provide for travel.		
From: Athletics	Instructional Supplies	\$ 454
To: Athletics	Travel Expenses	\$ 454
R20. Transfer to purchase replacement equipment.		
From: Student Activities	Copying and Printing	\$ 85
	Supplies	787
	Mileage	171
	Cellular Phones	172
To: Student Activities	Equipment Replacement	\$ 1,215
R21. Transfer to provide for cell phone expenses and memberships.		
From: International Students	Copying and Printing	\$ 1,237
To: International Students	Cellular Telephones	\$ 603
	Memberships	634

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
R22. Transfer to provide for captioning services. (Fund 12, Resource 1190)		
From: DSP&S	Classified Perm PT	\$ 9,600
To: DSP&S	Other Services	\$ 9,600

R23. Transfer to reallocate the Matriculation grant budget. (Fund 12, Resource 1190)

From: Matriculation	Classified Hourly	\$ 11,523
	Supplies	331
	Comp Software Maint/Lic	12,881
	Equipment Replacement	2,153
To: Matriculation	Academic FT Administrator	\$ 8,892
	Employee Benefits	17,996

Norco

N1. Transfer to reallocate the WIA/ARRA Community College Class-Size Training grant budget. (Fund 12, Resource 1190)

From: Workforce Preparation	Classified FT	\$ 261
To: Workforce Preparation	Employee Benefits	\$ 61
	Copying and Printing	200

N2. Transfer to provide for custodial supplies.

From: Facilities	Repairs	\$ 102
	Other Services	200
To: Facilities	Custodial Supplies	\$ 302

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N3. Transfer to provide for equipment.		
From: Educational Services	Administrative Contingency	\$ 25,899
	Instructional Supplies	19,267
Library	Periodical / Magazines	1,795
To: Library	Equipment Replacement	\$ 20,495
Facilities	Equipment	11,300
Learning Resource Center	Equipment Replacement	14,326
Social and Behavioral Sciences	Equipment	840
N4. Transfer to provide for a classified special project. (Fund 12, Resource 1190)		
From: Student Success	Equipment	\$ 3,000
To: Student Success	Classified Special Project	\$ 3,000
N5. Transfer to provide for equipment rental and replacement.		
From: President	Classified Hourly	\$ 12,242
	Classified Overtime	500
	Reference Books	124
	Periodicals / Magazines	251
	Copying and Printing	596
	Supplies	1,391
To: President	Rents and Leases	\$ 11,008
	Equipment Replacement	4,096

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N6. Transfer to reallocate the Dean of Instruction budget.		
From: Dean of Instruction	Academic Special Project	\$ 6,895
	Classified Hourly	20,000
	Employee Benefits	545
To: Dean of Instruction	Reference Books	\$ 800
	Instructional Supplies	20,545
	Software	250
	Mileage	100
	Comp. Software Maint/Lic.	850
	Professional Services	750
	Fixtures and Fixed Equipment	2,045
	Equipment	300
	Equipment Replacement	1,800
N7. Transfer to reallocate Learning Resource Center budget.		
From: Learning Resource Center	Student Help Non-Instr.	\$ 10,813
	Equipment Replacement	503
To: Learning Resource Center	Instructional Media Material	\$ 331
	Supplies	503
	Parts	1,700
	Equipment	8,782
N8. Transfer to provide for instructional supplies and transportation costs.		
From: Arts, Humanities & World Lang.	Travel Expenses	\$ 322
	Other Supplies	2,961
Educational Services	Conferences	381
To: Arts, Humanities & World Lang.	Instructional Supplies	\$ 2,961
	Other Transportation Supplies	703

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N9. Transfer to provide for instructional supplies.		
From: Physical & Life Sciences	Equipment	\$ 613
To: Physical & Life Sciences	Instructional Supplies	\$ 613
N10. Transfer to provide for instructional supplies.		
From: Business, Engineering & Info Svcs.	Conferences	\$ 300
To: Business, Engineering & Info Svcs	Instructional Supplies	\$ 300
N11. Transfer to provide for library books and equipment.		
From: Library	Supplies	\$ 2,382
	Periodicals / Magazines	500
	Repairs	2,115
To: Library	Books / New & Exp Library	\$ 215
	Equipment	4,782
N12. Transfer to provide for supplies.		
From: Counseling	Equipment Replacement	\$ 40
To: Counseling	Supplies	\$ 40
N13. Transfer to provide for instructional part-time staff. (Fund 12, Resource 1190)		
From: DSP&S	Other Services	\$ 1,766
To: DSP&S	Instructional Part-Time Staff	\$ 1,766



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N14. Transfer to provide for copying, printing, supplies and equipment.		
From: Admissions and Records	Classified Hourly	\$ 20,863
	Mileage	7
Counseling	Classified Hourly	3,193
	Comp. Software Maint/Lic	661
Student Activities – Intramurals	Classified Hourly	6,880
	Conferences	141
To: Campus Student Services	Equipment Replacement	\$ 17,592
	Supplies	1,309
Admissions and Records	Equipment	1,857
	Equipment Replacement	3,547
Counseling	Copying and Printing	250
	Equipment Replacement	1,035
Community Outreach	Mileage	411
	Equipment Replacement	384
Student Activities – Intramurals	Supplies	3,001
	Equipment	2,359

N15. Transfer to reallocate the Upward Bound Trio CNUSD2 grant. (Fund 12, Resource 1190)

From: Campus Student Services -	Classified Hourly	\$ 2,280
Upward Bound Trio CNUSD 2	Instructional Supplies	300
	Supplies	15
	Fuel	20
	Consultants	240
	Professional Services	1,600
	Meeting Expenses	280
	Conferences	522
	Memberships	179
	Cellular Telephone	631
To: Campus Student Services -	Employee Benefits	\$ 5,767
Upward Bound Trio CNUSD 2	Equipment	300

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N16. Transfer to reallocate the Student Support Services TRIO grant budget. (Fund 12, Resource 1190)		
From: Campus Student Services -	Travel	\$ 5,465
Student Support Services TRIO	Other Services	18,856
	Book Grants	2,932
To: Student Financial Services	Classified FT Administrator	\$ 3,651
Student Support Services TRIO	Classified FT	14,677
	Student Help Non-Instr	24
	Employee Benefits	5,969
	Reference Books	2,932
N17. Transfer to provide for supplies.		
From: Campus Student Services	Postage	\$ 70
	Conferences	180
	Cellular Telephone	400
	Other Services	217
To: Campus Student Services	Supplies	\$ 867
N18. Transfer to reallocate the Upward Bound Trio – Norte Vista grant budget. (Fund 12, Resource 1190)		
From: Campus Student Services -	Copying and Printing	\$ 82
Upward Bound Trio – Norte Vista	Consultants	2,000
	Professional Services	800
	Mileage	671
	Comp. Software Maint/Lic.	51
	Other Services	37,400
To: Campus Student Services -	Classified FT	\$ 36,065
Upward Bound Trio – Norte Vista	Classified Hourly	285
	Employee Benefits	4,654

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
N19. Transfer to reallocate the Matriculation program budget. (Fund 12, Resource 1190)		
From: Matriculation	Classified Hourly	\$ 6,525
	Classified Substitute	2,972
	Classified Overtime	185
	Copying and Printing	5,695
	Supplies	3,093
	Postage	47
	Conferences	1,814
	Comp. Software Maint/Lic.	11,219
	Equipment	949
	Equipment Replacement	2,813
To: Matriculation	Academic PT Non-Instr.	28,251
	Employee Benefits	7,061

Moreno Valley

M1. Transfer to provide for cell phone expenses, printing, supplies and equipment.

From: VP, Business Services	Software	\$ 319
	Supplies	1,000
	Contingency	12,738
Facilities	Site Improvements	1,418
Dean of Instruction	Travel Expenses	2,254
To: VP, Business Services	Cellular Telephone	\$ 1,319
	Equipment	8,658
Facilities	Supplies	4,152
Admissions and Records	Supplies	1,100
	Copying and Printing	2,500

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M2. Transfer to provide for waste disposal.		
From: Health, Human and Public Services	Supplies	\$ 90
To: Health, Human and Public Services	Waste Disposal	\$ 90
M3. Transfer to purchase a replacement chair.		
From: Educational Services	Instructional Supplies	\$ 826
To: Educational Services	Equipment Replacement	\$ 826
M4. Transfer to reallocate the Basic Skills/ESL 2007-2008 grant budget. (Fund 12, Resource 1190)		
From: Basic Skills/ESL 2007-2008	Classified Hourly	\$ 3,241
	Employee Benefits	99
	Conferences	872
To: Basic Skills/ESL 2007-2008	Instructional Aides, Hourly	\$ 3,045
	Employee Benefits	295
	Instructional Supplies	784
	Copying and Printing	80
	Supplies	8
M5. Transfer to provide for cell phone expenses.		
From: Health Science Programs	Supplies	\$ 250
To: Health Science Programs	Cellular Telephone	\$ 250

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M6. Transfer to provide for instructional supplies. (Fund 12, Resource 1190)		
From: Instructional Equipment	Equipment	\$ 1,729
To: Instructional Equipment	Instructional Supplies	\$ 1,729
M7. Transfer to reallocate the Title V – Answering the Call: Expanding Access to Public Safety Programs grant budget. (Fund 12, Resource 1190)		
From: Title V	Classified FT Administrator	\$ 4,000
	Classified FT	5,140
To: Title V	Academic Special Project	\$ 2,500
	Tests	970
	Software	1,500
	Lecturers	870
	Cellular Telephone	470
	License Fees	2,607
	Equipment Replacement	223
M8. Transfer to provide for instructional supplies. (Fund 12, Resource 1190)		
From: CCRAA Project Success Program	Other Services	\$ 5,000
To: CCRAA Project Success Program	Instructional Supplies	\$ 5,000
M9. Transfer to provide for computer software licenses and a replacement scanner.		
From: Academy/Criminal Justice	Instructional Supplies	\$ 3,800
	Periodicals/Magazines	100
To: Academy/Criminal Justice	Comp. Software Maint/Lic	\$ 2,630
	Equipment Replacement	1,270

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M10. Transfer to reallocate the Early Childhood Studies budget. (Fund 33, Resource 3300)		
From: Early Childhood Studies	Academic PT Non-Instr.	\$ 28,129
To: Early Childhood Studies	Student Help Non-Instr.	\$ 12,000
	Natural Gas	1,600
M11. Transfer to provide for an academic administrator's salary and benefits.		
From: Mathematics, Sci. and Physical Ed. VP, Business Services	Instructional Supplies Supplies	\$ 3,225 30
To: VP, Business Services	Academic FT Administrator Employee Benefits	\$ 2,573 682
M12. Transfer to provide for supplies.		
From: Admissions and Records	Other Services	\$ 1,200
To: Admissions and Records	Supplies	\$ 1,200
M13. Transfer to provide for conferences and equipment.		
From: Counseling	Classified Hourly Employee Benefits Supplies	\$ 963 30 196
To: Counseling	Conferences Equipment	\$ 993 196

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
M14. Transfer to provide for mileage expenses.		
From: Community Outreach	Copying and Printing	\$ 93
To: Community Outreach	Mileage	\$ 93

M15. Transfer to reallocate the Matriculation program budget. (Fund 12, Resource 1190)

From: Matriculation	Periodicals/Magazines	\$ 823
	Copying and Printing	16
	Supplies	15,674
	Mileage	375
	Conferences	558
	Telephone	6
	Comp. Software Maint/Lic	12,070
	Other Services	4,800
To: Matriculation	Classified Hourly	\$ 12,201
	Employee Benefits	216
	Equipment Replacement	21,905

District Office and District Support Services

D1. Transfer to provide for office supplies.

From: Chancellor	Academic Special Project	\$ 1,000
To: Chancellor	Supplies	\$ 1,000

D2. Transfer to provide for consulting services. (Fund 41, Resource 4160)

From: General Obligation Bond	Construction Contract	\$ 30,000
To: General Obligation Bond	Consulting Services	\$ 30,000

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D3. Transfer to provide for computer equipment.		
From: Academic Affairs	Administrative Contingency	\$ 2,700
	Equipment	1,780
To: Academic Affairs	Equipment Replacement	\$ 4,480
D4. Transfer to reallocate the Instructional Equipment program budget. (Fund 12, Resource 1190)		
From: Academic Affairs – Instr. Equipment	Equipment	\$ 56,400
To: Academic Affairs	Comp. Software Maint/Lic	\$ 21,400
Library – Riverside	Periodicals / Magazines	\$ 12,000
Library - Norco	Periodicals / Magazines	11,500
Library - Moreno Valley	Periodicals / Magazines	11,500
D5. Transfer to reallocate the Faculty and Staff Diversity program budget. (Fund 12, Resource 1190)		
From: Faculty & Staff Diversity	Conferences	\$ 2,425
To: Faculty & Staff Diversity	Other Services	\$ 1,273
	Equipment	1,152
D6. Transfer to provide for travel and equipment.		
From: Finance	Supplies	\$ 252
Finance - Salary Savings	Classified Salary FT	9,000
To: Finance	Equipment	\$ 252
Athletics	Travel	9,000



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D7. Transfer to provide for classified hourly staff and equipment.		
From: Institutional Effectiveness	Supplies	\$ 4,600
	Copying and Printing	1,100
	Consultants	4,200
To: Institutional Effectiveness	Classified Hourly	\$ 4,000
	Employee Benefits	200
	Equipment	1,350
	Equipment Replacement	4,350
D8. Transfer to provide for cellular telephone usage and equipment.		
From: Facilities Planning	Consultants	\$ 2,900
To: Facilities Planning	Cellular telephone	\$ 1,700
	Equipment	1,200
D9. Transfer to provide for equipment replacement.		
From: Accounting Services	Supplies	\$ 421
To: Accounting Services	Equipment Replacement	\$ 421
D10. Transfer to reallocate the Perkins – Title I C grant budget. (Fund 12, Resource 1190)		
From: Perkins – Title 1 C	Academic Special Project	\$ 18,500
	Academic PT Non-Instr.	8,729
To: Perkins – Title 1 C	Consultants	\$ 3,153
	Travel	13,623
	Comp. Software Maint/Lic.	10,453

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D11. Transfer to reallocate the Perkins – Title II Tech Prep grant budget. (Fund 11, Resource 1190)		
From: Perkins – Title II Tech Prep	Academic Special Project	\$ 1,199
	Classified Hourly	4,648
	Employee Benefits	216
	Consultants	1,500
	Travel	434
To: Perkins – Title II Tech Prep	Classified FT	\$ 1,300
	Copying and Printing	1,000
	Supplies	5,397
	Postage	100
	Mileage	200
D12. Transfer to provide repair parts.		
From: Information Services	Other Services	\$ 304
To: Information Services	Repair Parts	\$ 304
D13. Transfer to provide for travel and catalog services.		
From: Senior Citizen Education	Copying and Printing	\$ 114
	Supplies	125
	Class Schedule Printing	2,161
To: Senior Citizen Education	Travel	\$ 20
	Other Services	2,380

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D14. Transfer to reallocate the Community Education budget. (Fund 11, Resource 1080)		
From: Community Education	Classified FT Supervisor	\$ 1,029
	Potage	940
	Supplies	400
	Class Schedule Printing	5,000
To: Community Education	Instructional Supplies	\$ 940
	Copying and Printing	70
	Rents and Leases	400
	Professional Services	5,959
D15. Transfer to provide for supplies.		
From: Financial Services	Memberships	\$ 100
To: Financial Services	Supplies	\$ 100
D16. Transfer to reallocate the SFAA Augmentation program budget. (Fund 12, Resource 1190)		
From: SFAA Augmentation – District	Classified FT	\$ 16,732
	Copying & Printing	348
	Travel	26
	Other Services	194
SFAA Augmentation – Norco	Classified Perm. PT	152
	Supplies	740
SFAA Augmentation – Moreno Valley	Classified Hourly	5,657
	Copying and Printing	1,100
To: SFAA Augmentation – District	Equipment Replacement	\$ 445
SFAA Augmentation – Riverside	Academic PT Non-Instr.	24,504

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: May 18, 2010

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
D17. Transfer to reallocate the Matriculation program budget. (Fund 12, Resource 1190)		
From: Matriculation	Classified Hourly	\$ 6,894
	Classified Substitutes	1,808
	Postage	1,981
	Mileage	150
	Conferences	1,000
	Repairs	955
	Comp. Software Maint/Lic.	158
	Other	7,356
	To: Matriculation	Academic FT Administrator
Employee Benefits		154
Tests		15,469
Copying and Printing		225
Equipment Replacement		3,353

Recommended Action: It is recommended that the Board of Trustees approve the budget transfers as presented. It is further recommended that the Board of Trustees authorize making the necessary balancing transfers among the various accounts and funds of the district.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 18, 2010

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

Background: With the Board of Trustees approval of Board Report No. V-A-6-e, presented later in this agenda, the Riverside Community College District will enter into an agreement with the Riverside County Economic Development Agency (EDA) in the amount of \$400,000. The agreement will allow Riverside Community College District to provide paid work experience for 200 eligible youth. The funds will be used for salaries and benefits for the program participants and staff for case management, job placement and job retention services.

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

Gregory W. Gray  
Chancellor

Prepared by: Shelagh Camak, Executive Dean  
Workforce Development

Michael Wright, Director Workforce Preparation  
Grant and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 56-09/10

2010-2011 Summer Work Experience Program (SWEP)

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

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on May 18, 2010.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 18, 2010

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

Background: With the Board of Trustees approval of Board Report No. V-A-6-f, presented later in this agenda, the Riverside Community College District (RCCD) will enter into an agreement with the Riverside County Economic Development Agency (EDA) in the amount of \$540,000. The agreement will allow RCCD to provide short term employment to 208 CalWORKS recipients. The funds will be used for salaries and benefits for the program participants and staff, operating expenses and reimbursement of RCCD indirect administrative costs.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$540,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

Prepared by: Shelagh Camak, Executive Dean  
Workforce Development

Michael Wright, Director Workforce Preparation  
Grant and Contracts



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 57-09/10

2010-2011 Subsidized Time-Limited Employment Program (STEP)

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$540,000 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 May 18, 2010.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 18, 2010

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

Background: The Riverside Community College District has received funding for the 2009-2010 Foundation for California Community Colleges/Career Ladders Project in the amount of \$48,500 from the Foundation for California Community Colleges. The funds will be used for salaries, benefits, and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$48,500 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

Prepared by: Shelagh Camak  
Executive Dean, Workforce Development

Michael Wright  
Director, Workforce Preparation Grants and Contracts

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 58-09/10

2009-2010 Foundation for California Community Colleges/Career Ladders Project

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$48,500 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 May 18, 2010.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 18, 2010

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

Background: The Riverside Community College District has received funding for the 2009-2010 CTE Workforce Innovation Partnership in the amount of \$150,000 from the California Community College Chancellor's Office. The funds will be used for salaries, benefits, and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$150,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 59-09/10

2009-2010 CTE Workforce Innovation Partnership

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$150,000 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 May 18, 2010.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 18, 2010

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

Background: The Riverside Community College District has received funding for the 2009-2010 ARRA - Department of Rehabilitation - Workability Program in the amount of \$68,619 from the State Department of Rehabilitation. The funds will be used for salaries, benefits, and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$68,619 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

Prepared by: Paula McCroskey  
Dean, Disabled Student Programs & Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 60-09/10

2009-2010 ARRA - Department of Rehabilitation - Workability Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$68,619 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 May 18, 2010.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 60-09/10

2009-2010 ARRA - Department of Rehabilitation - Workability Program

Year	County	District	Date	Fund
10	33	07	5/18/2010	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0184	8190	68,619	00	REVENUE
									EXPENDITURES
12	AZP	1190	0	6420	0184	1439	14,912	00	Acad PT Non-Instructional
12	AZP	1190	0	6420	0184	2139	30,700	00	Classified PT Hrly As Needed
12	AZP	1190	0	6420	0184	3130	1,230	00	Employee Benefits
12	AZP	1190	0	6420	0184	3325	445	00	↓
12	AZP	1190	0	6420	0184	3335	216	00	
12	AZP	1190	0	6420	0184	3520	92	00	
12	AZP	1190	0	6420	0184	3530	45	00	
12	AZP	1190	0	6420	0184	3620	402	00	
12	AZP	1190	0	6420	0184	3630	196	00	
12	AZP	1190	0	6420	0184	4320	1,500	00	Instructional Supplies
12	AZP	1190	0	6420	0184	4555	40	00	Copying/Printing
12	AZP	1190	0	6420	0184	4590	2,522	00	Office and Other Supplies
12	AZP	1190	0	6420	0184	5198	5,500	00	Professional Services
12	AZP	1190	0	6420	0184	5210	5,075	00	Mileage
12	AZP	1190	0	6420	0184	5220	661	00	Conferences
12	AZP	1190	0	6420	0184	5910	5,083	00	Indirect Admin Costs
							68,619	00	TOTAL INCOME
							68,619	00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: May 18, 2010

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

Background: The Riverside Community College District has received funding for the 2009-2010 ARRA - Southern California Logistics Technology Collaborative in the amount of \$49,461 from the San Bernardino Community College District (SBCCD). The Collaborative is funded by a grant awarded to SBCCD from the United States Department of Labor. The funds will be used for salaries, benefits, and other operational expenses of the program.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$49,461 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Gregory W. Gray  
Chancellor

Prepared by: John Tillquist  
Dean, Economic Development and Community Education

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 61-09/10

2009-2010 ARRA - Southern California Logistics Technology Collaborative

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$49,461 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 May 18, 2010.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 61-09/10

2009-2010 ARRA - Southern California Logistics Technology Collaborative

Year	County	District	Date	Fund
10	33	07	5/18/2010	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0140	8190	49,461 00	REVENUE
								EXPENDITURES
12	AXD	1190	0	7012	0140	2118	10,374 00	Classified FT Administrator
12	AXD	1190	0	7012	0140	2119	8,796 00	Classified FT
12	AXD	1190	0	7012	0140	3220	1,861 00	Employee Benefits
12	AXD	1190	0	7012	0140	3320	1,189 00	↓
12	AXD	1190	0	7012	0140	3325	278 00	
12	AXD	1190	0	7012	0140	3420	4,933 00	
12	AXD	1190	0	7012	0140	3520	58 00	
12	AXD	1190	0	7012	0140	3620	251 00	
12	AXD	1190	0	7012	0140	5198	10,000 00	
12	AXD	1190	0	7012	0140	5210	100 00	Mileage
12	AXD	1190	0	7012	0140	5220	350 00	Conferences
12	AXD	1190	0	7012	0140	5310	150 00	Membership/Dues
12	AXD	1190	0	7012	0140	5740	6,625 00	Advertising
12	AXD	1190	0	7012	0140	5910	4,496 00	Indirect Admin Costs
							49,461 00	TOTAL INCOME
							49,461 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: May 18, 2010

Subject: Bid Award - Wheelock Interim Housing Interior Improvements Project,  
Riverside College

Background: On March 30, 2010, the District received four (4) bids in response to an Invitation for Bid solicitation for the Wheelock Interim Housing Interior Improvements project on the Riverside Campus. The project was awarded on the base bid and includes alternate #1. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>	<u>Alternate Add #1 Ceiling</u>	<u>Total Bid</u>
Dalke & Sons Construction	Riverside	\$235,400	\$12,830	\$248,230
Capstone Construction	Riverside	\$259,000	\$9,000	\$268,000
Broughton Construction	Rancho Cucamonga	\$277,279	\$12,210	\$289,489
Roadway Engineering	Riverside	\$422,400	\$15,000	\$437,400

Staff recommends awarding the bid to Dalke & Sons Construction for the total bid amount of \$248,230. References for Dalke & Sons Construction were checked by Facilities Planning, Design & Construction staff and found to be satisfactory. This project will be funded from the approved Measure C budget.

Recommended Action: It is recommended that the Board of Trustees award the bid for the Wheelock Interim Housing Interior Improvements project, Riverside Campus in the total amount of \$248,230 to Dalke & Sons Construction, Inc. and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray  
Chancellor

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

Norm Godin, Vice President, Business Services  
Riverside College

Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 18, 2010

Subject: Out-of-State Travel

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

Retroactive

- 1) Ms. Virginia Blumenthal, Board President, to travel to New York City, New York, May 2-4, 2010, to visit the Bard School. Estimated cost: \$500.00. Funding source: the general fund. (The travel arrangements were not finalized until after the April Board meeting. Therefore, this travel request could not be included in the April Board report.)
- 2) Dr. Gregory W. Gray, Chancellor, to travel to New York City, New York, May 9-11, 2010, to visit the Bard School. Estimated cost: \$1,900.00. Funding source: the general fund. (The travel arrangements were not finalized until after the April Board meeting. Therefore, this travel request could not be included in the April Board report.)
- 3) Ms. Janet Green, Board Member, to travel to New York City, New York, May 9-11, 2010, to visit the Bard School. Estimated cost: \$1,515.00. Funding source: the general fund. (The travel arrangements were not finalized until after the April Board meeting. Therefore, this travel request could not be included in the April Board report.)
- 4) Dr. Jan Muto, president, Riverside City College, to travel to Seattle, Washington, April 15-18-, 2010, to attend the 90<sup>th</sup> Annual American Association of Community Colleges Convention "Meeting the Challenge." Estimated cost: \$1,852.94. Funding source: the general fund. (The travel request was misplaced therefore, not submitted in time for inclusion in the March Board report.)
- 5) Mr. Mark Takano, Board Member, to travel to New York City, New York, May 9-11, 2010, to visit the Bard School. Estimated cost: \$1,515.00. Funding source: the general fund. (The travel arrangements were not finalized until after the April Board meeting. Therefore, this travel request could not be included in the April Board report.)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 18, 2010

Subject: Out-of-State Travel (continued)

Current:

*Moreno Valley Campus*

- 1) Mr. Roger Copp, adjunct fire technician instructor, Ben Clark Training Center, to travel to Emmitsburg, Maryland, June 2-5, 2010, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$800.00. Funding source: Perkins Grant funds.
- 2) Ms. Natalie Hannum, assistant professor, fire technology, Ben Clark Training Center, to travel to Emmitsburg, Maryland, June 1-5, 2010, to attend the Fire and Emergency Services Higher Education Conference. Estimated cost: \$1,200.00. Funding source: Perkins Grant funds.

*Norco Campus*

None

*Riverside City College*

- 1) Mr. David Avalos, associate professor, career and technical education, culinary arts, to travel to Kansas City, Missouri, June 20-26, 2010, to accompany nine (9) students attending the National Skills USA Leadership Conference. Estimated cost: \$10,066.00. Funding sources: \$5,900.00 from ASRCCD fund; \$1,865.00 from RCCD Foundation Trust fund; and \$2,301.00 from Perkins Title 1-C Grant funds.
- 2) Ms. Sandy Baker, dean, school of nursing, to travel to Westminster, Colorado, June 2-4, 2010, to attend the Quality and Safety Education for Nurses Conference. Estimated cost: \$875.43. Funding source: Auxiliary Business Services Nursing Partners Account funds.
- 3) Dr. Shelagh Camak, executive dean of workforce development and student support program, to travel to Seattle, Washington, June 7-9, 2010, to attend the Communities Learning in Partnership Gates Grantee Meeting. Estimated cost: \$650.00. Funding source: GATES Foundation funds.
- 4) Mr. Richard Finner, associate professor, graphics technology, to travel to Kansas City, Missouri, June 20-26, 2010, to accompany nine (9) students attending the National Skills USA Leadership Conference. Estimated cost: \$10,066.00. Funding sources: \$5,900.00 from ASRCCD fund; \$1,865.00 from RCCD Foundation trust fund; and \$2,301.00 from Perkins Title 1-C Grant funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: May 18, 2010

Subject: Out-of-State Travel (continued)

- 5) Ms. Elizabeth Harvey, occupational education specialist, career and technical education, to travel to Denver, Colorado, June 13-16, 2010, to attend the 8<sup>th</sup> Annual National Career Clusters Institute, Using Career Pathways to Reach New Heights. There is no cost to the District.
- 6) Ms. Marylin Jacobsen, director, center for international students and programs, to travel to Kansas City, Missouri, May 31-June 4, 2010, to attend the NAFSA-National Association of International Educators Conference. Estimated cost: \$2,045.00. Funding source: the general fund.
- 7) Ms. Marylin Jacobsen, director, center for international students and programs, and Ms. Aya Saito, international students and programs specialist, to travel to Washington, D.C., June 13-17, 2010, to accompany twenty (20) students attending Close Up Washington, D.C. to enable students to better understand American government. There is no cost to the District.
- 8) Dr. Jan Muto, president, Riverside City College, to travel to Beijing and Xian, China, June 28-July 15, 2010, to attend the Sixteenth Educational Leadership Conference – China 2010. There is no cost to the District.
- 9) Ms. Jan Schall, coordinator, international education, to travel to Morocco, Africa, June 18-29, 2010, to lead the Riverside Community College District Summer Study Tour to Morocco. Estimated cost: \$450.00. Funding source: the general fund.

*Riverside Community College District*

- 1) Mr. Henry Rogers, director, center for applied competitive technology, to travel to Washington, D.C., May 27-29, 2010, to attend the National Science Foundation Liaison Meeting. Estimated cost: \$1,505.97. Funding source: Center for Applied Competitive Technology funds.
- 2) Mr. Jeffrey Williamson, statewide director, centers for international trade development, to travel to Washington, D.C., May 11-15, 2010, to attend the Excellence in Exporting Award – U.S. Department of Commerce, and other U.S. Federal agency meetings. Estimated cost: \$1,340.00. Funding source: Statewide Strategic Hub Grant funds.

Gregory W. Gray  
Chancellor

Prepared by: Kathy Tizcareno  
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: May 18, 2010

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

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

Recommended Action: It is recommended that the Board of Trustees ratify contracts totaling \$294,917.

Gregory W. Gray  
Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Contracts and Agreements Report-All District Funds  
 \$78,500 and Under  
 4/01/10 thru 4/30/10

PO#	Department	Vendor	Business Location	Description	Amount
C0002815	Community Ed & Senior Citizen Education	Youngerman, Stephen	Riverside	Community Ed Presenter	2,500
C0002870	Workforce Preparation	Wells, Joan A.	Redlands	Facilitating Partner Meeting	1,500
C0002966	President - Moreno Valley Campus	Martinez, Claude	Hacienda Heights	Consultant Services	3,000
C0002967	Facilities - Riverside	Pacific Builders & Roofing INC	Roseville	Aquatics Complex Bid Award	77,095
C0002968	Chancellor's Office	Balboa Art Conservation Center	San Diego	Art Review & Assessment	6,000
C0002969	Community Ed & Senior Citizen Education	Learning Resources Network, Inc.	Riverfalls, WI	Presenter	2,000
C0002970	Community Ed & Senior Citizen Education	Napoli, William	Alta Loma	Presenter	3,000
C0002973	Admissions & Records - MV	Moreno Valley, City of	Moreno Valley	Rental Fee	330
C0002974	CTE Projects	Aha! Process, INC	Highlands, TX	Consultation	2,950
C0002975	CTE Projects	Riverside Marriott	Riverside	Room & Catering	293
C0002977	Facilities - Riverside	HMC Architects	Ontario	Cosmetology Building	20,000
C0002979	Facilities - Norco	ABBCO Plumbing Service	Redlands	Sump Pump Installation	13,678
C0002980	Facilities - MV	Couts Heating and Cooling, INC	Corona	Moreno Valley Science Lab Remodel Ph. I	34,261
C0002981	Customized Solutions	Gonzalez, Lorenzo	Moreno Valley	Training	2,365
C0002982	Customized Solutions	Quality Facts, LLC	Beverly Hills	Training	2,800
C0002983	Performance Riverside	Rodgers & Hammerstein Organization	New York, NY	Sound of Music' Fees	8,144
C0002985	CTE Projects	San Bernardino Comm College Dist	San Bernardino	Develop Tech Prep Programs	4,800
C0002986	Performance Riverside	Rodgers & Hammerstein Organization	New York, NY	'Amazing Technicolor Dreamcoat' Fees	8,294
C0002988	Arts, Humanities & World Languages-Norco	Corona - Norco Unified School Dist.	Corona	Use of Classrooms at JFK HS	3,348
C0002990	Facilities - MV	Steinberg Architects	San Jose	MV Center For Health & Wellness	65,759
C0002992	Customized Solutions	Umanaget & Associates	Riverside	Training	4,000
C0002993	Facilities - Norco	Korston Construction, Inc	Anaheim	Norco Ph. III - Roll Up Door	28,800
N/A	Customized Solutions	Butte-Glenn Community College District	Oroville	Training/Membership Fee - Revenue \$14,160	No Cost
N/A	DSPS	Department of Rehabilitation	Sacramento	American Recovery & Reinvestment Act	No Cost
N/A	Athletics	4 Visual Media Group	Los Angeles	Advertising	No Cost
Additions to Approved/Ratify Contracts of \$78,500 and Under					
C0002596	Facilities - Norco	Premier Commercial Bank	Anaheim	Change Order Norco SSC KAR Construction	8,493
N/A	Student Services & Operations	Barnes & Noble College Bookstores	Basking Ridge, NJ	Amendment- text book rental to all three colleges	No Cost
Total					<u>\$294,917</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-6-b

Date: May 18, 2010

Subject: Addendum to Project Labor Agreement

Background: During negotiations on the PLA with the Riverside and San Bernardino Building Construction Trades Council, the Council inadvertently omitted a clause required by the International Union of Elevator Constructors (IUEC). Without this clause the IUEC will not sign the PLA. Therefore, an Addendum No. 1 to the PLA has been written and is attached addressing this requirement.

Recommended Action: It is recommended that the Board of Trustees approve the Addendum No. 1 to the Riverside Community College District Measure "C" Facilities Project Labor Agreement.

Gregory W. Gray  
Chancellor

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

ADDENDUM NO. 1 TO  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MEASURE "C" FACILITIES  
PROJECT LABOR AGREEMENT

It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors (IUEC) under this Project Labor Agreement shall be performed under the terms of its National Agreements, with the exception of Articles 7, 8 and 10 of this Project Labor Agreement, which shall apply to such work.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

IUEC LOCAL 18

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: V-A-6-c

Date: May 18, 2010

Subject: Contract with Office of Statewide Health Planning and Development

Background: Presented for the Board's review and consideration is contract #10-1057 between the Office of Statewide Health Planning and Development and Riverside Community College District (RCCD). The grant period is from July 1, 2010 through June 30, 2012. The grant allows the Nursing Department to provide educational services to 10 Associate Degree Nursing students. Total funds provided by the grant are \$200,000.00. Funding source: Office of Statewide Health Planning and Development.

Recommended Action: It is recommended that the Board of Trustees approve this grant agreement between Office of Statewide Health Planning and Development and RCCD for the period July 1, 2010 through June 30, 2012 in the amount of \$200,000.00. It is further recommended that the Vice Chancellor, Administration and Finance be authorized to sign the grant agreement.

Gregory W. Gray  
Chancellor

Prepared by: Jan Muto  
President, Riverside City College

Shelagh Camak  
Executive Dean, Workforce Development and Student Success

Sandy Baker  
Dean, School of Nursing

Michael Wright  
Director, Workforce Preparation Grants and Contracts

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.											
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) Riverside Community College District <span style="float:right; font-size: 1.2em;">N/A</span>											
	<b>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)		<b>E-MAIL ADDRESS</b>									
	<b>MAILING ADDRESS</b> 4800 Magnolia Avenue		<b>BUSINESS ADDRESS</b>									
	<b>CITY, STATE, ZIP CODE</b> Riverside CA 92506		<b>CITY, STATE, ZIP CODE</b>									
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr> <td style="width:20px;">3</td> <td style="width:20px;">3</td> <td style="width:20px;">0</td> <td style="width:20px;">8</td> <td style="width:20px;">3</td> <td style="width:20px;">1</td> <td style="width:20px;">3</td> <td style="width:20px;">5</td> <td style="width:20px;">7</td> </tr> </table>		3	3	0	8	3	1	3	5	7	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
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<b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> <b>PARTNERSHIP</b>											
	<input type="checkbox"/> <b>ESTATE OR TRUST</b>											
	<input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;">-</td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> <td style="width:20px;">-</td> <td style="width:20px;"> </td> <td style="width:20px;"> </td> </tr> </table>					-			-			
			-			-						
(SSN required by authority of California Revenue and Tax Code Section 18646)												
<b>4</b>	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.											
<b>PAYEE RESIDENCY STATUS</b>	<input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.											
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b>											
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)		<b>TITLE</b>									
	<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> ( )									
<b>6</b>	<b>Please return completed form to:</b>  <b>Department/Office:</b> <u>Office of Statewide Health Planning &amp; Development</u> <b>Unit/Section:</b> <u>Business &amp; Contracts Services Unit</u> <b>Mailing Address:</b> <u>400 R Street, Suite 359</u> <b>City/State/Zip:</b> <u>Sacramento California 95811</u> <b>Telephone:</b> <u>(916) 326-3216</u> <b>Fax:</b> <u>(916) 322-2530</u> <b>E-mail Address:</b> <u>PNelson@oshpd.ca.gov</u>											



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

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside Community College District		<i>Federal ID Number</i> 33-0831357
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <b>James Buysse Vice Chancellor Administration &amp; Finance</b>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. SWEATFREE CODE OF CONDUCT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company defined in the Public Contract Code section 10476 as follows:

- "Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:
  - (a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
  - (b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.
  - (c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
  - (d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
  - (e) Its business operations consist of providing goods or services that are used only to promote health or education.
  - (f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
  - (g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

Company/Vendor Name (Printed):

Federal ID Number:

Riverside Community College District

33-0831357

Printed Name and Title of Person Initialing (for Options 1 or 2):

James Buysse Vice Chancellor Administration & Finance

1. \_\_\_\_\_ We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.  
initials

OR

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.  
initials

OR

3. \_\_\_\_\_ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.  
Initials plus certification below

CERTIFICATION For #3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

**VOLUNTARY STATISTICAL DATA SHEET**  
Information to be used for reporting purposes only

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race, and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is strictly voluntary. Please return completed data form by mail to OSHPD 400 R Street, Suite 359, Sacramento, CA 95811-6213 or FAX to (916) 322-2530

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

*For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

**Ethnicity/Minority Classification** As defined in Public Contract Code Section 10115.1

- Asian-Indian** - a person whose origins are from India, Pakistan, or Bangladesh.
- Black** - a person having origins in any of the Black racial groups of Africa.
- Hispanic** - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** - an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific-Asian** - a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
- Other** - Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

**Race Classification** As identified by the U.S. Census Bureau

- |   |  |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American        | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> White                                     |

**Gender Classification**

- Female  Male

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- Goods  Professional Services  Construction

Total Contract/Purchase: \_\_\_\_\_

Contract Award Date \_\_\_\_\_

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

Backup V-A-6-c

May 18, 2010

Page 9 of 16

AGREEMENT NUMBER

**10-1057**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: 07/01/2010 through 06/30/2012  
July 01, 2010 through June 30, 2012

3. The maximum amount of this Agreement is: \$200,000.00  
Two hundred thousand dollars and no cents

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

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside Community College District

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

James Buysse Vice Chancellor Admin. &amp; Finance

ADDRESS

4800 Magnolia Avenue  
Riverside, CA 92506**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, SSMI Procurement and Contract Services

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

**California Department of General  
Services Use Only** Exempt per:



**EXHIBIT A**

**SCOPE OF WORK**

Contractor agrees to the following:

- A. Riverside City College Nursing Program shall meet the Registered Nurse Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
- B. Under the direction of the Program Director of the Riverside City College Registered Nurse Education Program provide nursing education for ten (10) nursing students in the 07-01-2010 to 06-30-2011 fiscal year and ten (10) nursing students in the 07-01-2011 to 06-30-2012 fiscal year.
- C. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
- D. Submission of a complete final report including data outcomes for the program at the end of the Contract period.

OSHPD agrees to provide:

- A. The Program Director of the Registered Nurse Education Program, the current fiscal year's (07-01-2010 to 06-30-2011) master certification form and instructions by September 30<sup>th</sup> of the fiscal year, and each year thereafter.
- B. Direct all Contract inquiries to:

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

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

Requesting Agency: Office of Statewide Health Planning and Development	Training Program: Riverside City College
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Registered Nurse Education Program
Attention: Daniela Reynoso-Miranda Program Analyst	Attention: Sandy Baker, DNP Program Director and District Dean, School of Nursing
Address: 400 R Street Sacramento, CA 95811	Address: 4800 Magnolia Avenue Riverside, CA 92506
Phone: (916) 326-3754	Phone: (951) 222-8408
Fax: (916) 322-2588	Fax: (951) 222-8745
E-mail: dreynoso@oshpd.state.ca.us	E-mail: Sandy.Baker@rcc.edu

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Payment

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Riverside Community College District in accordance with the rates specified herein.
- **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2010 to 02-28-2011 and **\$834.00 (Eight hundred thirty four dollars)**, per ADN student per month from 03-01-2011 to 06-30-2011; up to a total of \$100,000.00 for ten (10) students for fiscal year 2010/11. Fiscal year begins July 1, 2010 and ends June 30, 2011.
  - **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2011 to 02-28-2012 and **\$834.00 (Eight hundred thirty four dollars)**, per ADN student per month from 03-01-2012 to 06-30-2012; up to a total of \$100,000.00 for ten (10) students for fiscal year 2011/12. Fiscal year begins July 1, 2011 and ends June 30, 2012.
- B. The term of this agreement shall be July 1, 2010 through June 30, 2012.
- C. Quarterly certifications shall include the Contract Number, the names of the students supported under this Contract, and a certification by the Program Director of the Registered Nurse Education Program (original signature) that each student was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

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

- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

#### 2. Budget Contingency Clause

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

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

#### **1. RESOLUTION OF CONTRACT DISPUTES:**

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

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

#### **2. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

#### **3. TRAVEL**

All travel and per diem expenses will be reimbursed in accordance with Department of Personnel Administration rules and regulations governing excluded employees. These rules may be viewed at <http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees.htm>

## EXHIBIT E

### **ADDITIONAL PROVISIONS**

#### **1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

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

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

##### **I. Contract Awards**

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

## **EXHIBIT E**

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

## **II. Contract Terms**

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

## **EXHIBIT E**

### **III. Accounting Records and Audits**

#### **A. Accounting**

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

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

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

#### **B. Expenditure Reporting**

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

#### **C. Record Retention and Audit**

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

## EXHIBIT E

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: V-A-6-d

Date: May 18, 2010

Subject: Contract with Office of Statewide Health Planning and Development

Background: Presented for the Board's review and consideration is contract #10-1058 between the Office of Statewide Health Planning and Development and Riverside Community College District (RCCD). The grant period is from July 1, 2010 through June 30, 2012. The grant provides funding allows the Nursing Department to hire a .75 FTE Educational Advisor. The Educational Advisor will work with the Associate Degree Nursing program to assist students prepare for the Test of Essential Academic Skills (TEAS), to collect data to assess the program's effectiveness, and to complete progress reports and the final report. Total funds provided by the grant are \$124,358.00. Funding source: Office of Statewide Health Planning and Development.

Recommended Action: It is recommended that the Board of Trustees approve this grant agreement between Office of Statewide Health Planning and Development and RCCD for the period July 1, 2010 through June 30, 2012 in the amount of \$124,358.00. It is further recommended that the Vice Chancellor, Administration and Finance be authorized to sign the grant agreement.

Gregory W. Gray  
Chancellor

Prepared by: Jan Muto  
President, Riverside City College

Shelagh Camak  
Executive Dean, Workforce Development and Student Success

Sandy Baker  
Dean, School of Nursing

Michael Wright  
Director, Workforce Preparation Grants and Contracts



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

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.											
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) Riverside Community College District <span style="float:right; font-size: 1.5em;">N/A</span>											
	<b>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)		<b>E-MAIL ADDRESS</b>									
	<b>MAILING ADDRESS</b> 4800 Magnolia Avenue		<b>BUSINESS ADDRESS</b>									
	<b>CITY, STATE, ZIP CODE</b> Riverside CA 92506		<b>CITY, STATE, ZIP CODE</b>									
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">3</td> <td style="width: 20px;">0</td> <td style="width: 20px;">8</td> <td style="width: 20px;">3</td> <td style="width: 20px;">1</td> <td style="width: 20px;">3</td> <td style="width: 20px;">5</td> <td style="width: 20px;">7</td> </tr> </table>		3	3	0	8	3	1	3	5	7	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
3	3	0	8	3	1	3	5	7				
<b>PAYEE ENTITY TYPE</b>	<input type="checkbox"/> <b>PARTNERSHIP</b>											
<b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> <b>ESTATE OR TRUST</b>											
	<b>CORPORATION:</b>											
	<input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)											
	<input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)											
	<input type="checkbox"/> <b>EXEMPT</b> (nonprofit)											
	<input type="checkbox"/> <b>ALL OTHERS</b>											
	<input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b>											
	<b>ENTER SOCIAL SECURITY NUMBER:</b> <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>					-			-			
			-			-						
	(SSN required by authority of California Revenue and Tax Code Section 18646)											
<b>4</b>	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.											
<b>PAYEE RESIDENCY STATUS</b>	<input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.											
	<input type="checkbox"/> No services performed in California.											
	<input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.											
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b>											
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)		<b>TITLE</b>									
	<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> ( )									
<b>6</b>	<b>Please return completed form to:</b>											
	<b>Department/Office:</b> <u>Office of Statewide Health Planning &amp; Development</u>											
	<b>Unit/Section:</b> <u>Business &amp; Contracts Services Unit</u>											
	<b>Mailing Address:</b> <u>400 R Street, Suite 359</u>											
	<b>City/State/Zip</b> <u>Sacramento California 95811</u>											
	<b>Telephone:</b> <u>(916) 326-3216</u> <b>Fax:</b> <u>(916) 322-2530</u>											
	<b>E-mail Address:</b> <u>PNelson@oshpd.ca.gov</u>											

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

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

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside Community College District		<i>Federal ID Number</i> 33-0831357
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <b>James Buysse Vice Chancellor Administration &amp; Finance</b>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company defined in the Public Contract Code section 10476 as follows:

- "Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:
(a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.
(b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.
(c) Its business operations consist of providing goods or services to marginalized populations of Sudan.
(d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.
(e) Its business operations consist of providing goods or services that are used only to promote health or education.
(f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.
(g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

Company/Vendor Name (Printed):

Federal ID Number:

Riverside Community College District

33-0831357

Printed Name and Title of Person Initialing (for Options 1 or 2):

James Buysse Vice Chancellor Administration & Finance

1. [initials] We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. [initials] We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. [Initials plus certification below] We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For #3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

**VOLUNTARY STATISTICAL DATA SHEET**  
Information to be used for reporting purposes only

Public Contract Code 10111, requires state agencies to capture information on ethnicity, race, and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is strictly voluntary. Please return completed data form by mail to OSHPD 400 R Street, Suite 359, Sacramento, CA 95811-6213 or FAX to (916) 322-2530

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

*For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

**Ethnicity/Minority Classification** As defined in Public Contract Code Section 10115.1

- Asian-Indian** - a person whose origins are from India, Pakistan, or Bangladesh.
- Black** - a person having origins in any of the Black racial groups of Africa.
- Hispanic** - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** - an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific-Asian** - a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
- Other** - Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

**Race Classification** As identified by the U.S. Census Bureau

- |   |  |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American        | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> White                                     |

**Gender Classification**

- Female  Male

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- Goods  Professional Services  Construction

Total Contract/Purchase: \_\_\_\_\_

Contract Award Date \_\_\_\_\_



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

Backup V-A-6-d  
 May 18, 2010  
 Page 9 of 17

AGREEMENT NUMBER

**10-1058**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Riverside Community College District

2. The term of this Agreement is: **07/01/2010** through **06/30/2012**  
 July 01, 2010 through June 30, 2012

3. The maximum amount of this Agreement is: **\$124,358.00**  
 One hundred twenty four thousand three hundred fifty eight dollars and no cents

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

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

*These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside Community College District

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**James Buysse Vice Chancellor Admin. & Finance**

ADDRESS

4800 Magnolia Avenue  
 Riverside, CA 92506

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Patty Nelson, SSMI Procurement and Contract Services**

ADDRESS

400 R Street, Room 359, Sacramento, CA 95811

*California Department of General Services Use Only*

Exempt per:

## **EXHIBIT E**

### **III. Accounting Records and Audits**

#### **A. Accounting**

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

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

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

#### **B. Expenditure Reporting**

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

#### **C. Record Retention and Audit**

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

## **EXHIBIT E**

### **III. Accounting Records and Audits**

#### **A. Accounting**

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

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

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

#### **B. Expenditure Reporting**

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1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
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3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

**EXHIBIT A****SCOPE OF WORK**

1. Contractor agrees to the following:
  - A. Under the direction of the Director of the Riverside City College RN Education Program hire a .75 FTE Educational Advisor for the Associate Degree in Nursing Program who will assist students to prepare for the Test of Essential Academic Skills (TEAS) test.
  - B. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
  - C. Submission of a complete final report including data outcomes on the special program at the end of the Contract period.
  - D. Budgeted personnel with anticipated duties:
    1. Educational Advisor – This advisor will be responsible for carrying out activities associated with the Associate Degree through Educational Opportunity Programs and Services, Matriculation, and other counseling services.
2. OSHPD agrees to provide:
  - A. The Program Director of the Registered Nurse Education Program, the current fiscal year's (07-01-2010 to 06-30-2011) master certification form and instructions by September 30<sup>th</sup> of the current fiscal year, and each year thereafter.
3. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Riverside City College
Name: Manuela Lachica Program Director	Name: Dr. Sandy Baker Program Director, District Dean, School of Nursing
Phone: (916) 326-3752	Phone: (951) 222-8408
Fax: (916) 322-2588	Fax: (951) 222-8745
E-mail: mlachica@oshpd.ca.gov	E-mail: Sandy.Baker@rcc.edu

## Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Riverside Community College District
Section/Unit: Healthcare Workforce Development Division	Section/Unit: Administration and Finance
Attention: Daniela Reynoso-Miranda Program Analyst	Attention: James L. Buysse Vice Chancellor
Address: 400 R Street Sacramento, CA 95811	Address: 4800 Magnolia Avenue Riverside, CA 92506
Phone: (916) 326-3754	Phone: (951) 222-8047
Fax: (916) 322-2588	Fax: N/A
E-mail: dreynoso@oshpd.ca.gov	E-mail: jim.buysse@rcc.edu

**EXHIBIT B**

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

**FISCAL YEAR: 07-01-2010 to 06-30-2011**

**PERSONNEL SERVICES:**

**Total Reimbursement  
Not to Exceed:**

Educational Advisor  
Salary & Benefits

\$55,473

Indirect Costs (8% maximum)

\$4,438

**Sub-Total for Fiscal Year: 07-01-2010 to 06-30-2011**

**\$59,911**

**FISCAL YEAR: 07-01-2011 to 06-30-2012**

**PERSONNEL SERVICES:**

**Total Reimbursement  
Not to Exceed:**

Educational Advisor  
Salary & Benefits

\$59,673

Indirect Costs (8% maximum)

\$4,774

**Sub-Total for Fiscal Year: 07-01-2011 to 06-30-2012**

**\$64,447**

**Contract Total**

**\$124,358.00**

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C, OSHPD agrees to compensate Riverside Community College District for actual expenditures incurred in accordance with the rates specified in Exhibit B page 1 of 2.
- B. Budget modifications consist of a change within the approved budget that does not amend the amount or the term of the contract. Contractors may only request one (1) budget modification per fiscal year. Revised budget pages are required and must reflect the proposed budget modification. With the exception of the personnel services category, a transfer of funds up to 15% of the contract is permissible across each budget category (i.e., operating expenses, major equipment, and other costs) with notification to OSHPD. Transfers of funds between the personnel services category and any other budget category will require a budget modification and contract amendment.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Registered Nurse Education Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:  
  

Daniela Reynoso-Miranda, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

#### **Budget Contingency Clause**

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

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

#### **1. RESOLUTION OF CONTRACT DISPUTES:**

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

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

#### **2. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

#### **3. TRAVEL**

All travel and per diem expenses will be reimbursed in accordance with Department of Personnel Administration rules and regulations governing excluded employees. These rules may be viewed at <http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees.htm>

## EXHIBIT E

### **ADDITIONAL PROVISIONS**

#### **1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

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

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

##### **I. Contract Awards**

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



## EXHIBIT E

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

### II. Contract Terms

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE

Report No. V-A-6-e

Date: May 18, 2010

Subject: Summer Work Experience Program Contract

Background: Presented for the Board's review and consideration is a Summer Work Experience Program (SWEP) contract agreement between Riverside Community College District and the Riverside County Economic Development Agency (EDA). The contract provides work readiness training and paid work experience to current and former foster young adults age 18-24 years. Funding will allow a maximum of 200 participants to work a minimum of 120 up to a maximum of 240 hours from June 1, 2010 through September 30, 2010. Work sites can include public non-profit organizations or for-profit businesses in the community. At least half of the participants served will be located in organizations throughout the community. The work readiness training and the paid work experience will occur concurrently. Total payment under this agreement shall not exceed \$400,000.00, for the period May 3, 2010 through October 31, 2010. Funding source: Riverside County Economic Development Agency

Recommended Action: It is recommended that the Board of Trustees ratify the Contract Agreement, for the time frame of May 3, 2010 through October 31, 2010, in the amount of \$400,000.00, and authorize James Buysse, Vice Chancellor, Administration and Finance, to sign the Contract Agreement.

Gregory W. Gray  
Chancellor

Prepared by: Jan Muto  
President, Riverside City College

Shelagh Camak  
Executive Dean, Workforce Development and Student Success

Michael Wright  
Director, Workforce Preparation Grants and Contracts



## 2010 Summer Work Experience Program

Catalog of Federal Domestic Assistance (CFDA) # 17.259  
Department of Labor - Employment and Training Administration  
State of California - Employment Development Department  
WIA Youth Activities  
ARRA - Summer Youth Employment Program

Contractor:	<u>Riverside Community College District</u>
Agreement Amount:	<u>\$ 400,000.00</u>
Agreement Type:	<u>Cost Reimbursement</u>
WIA Agreement Number:	<u>SWEP 2010-179-107-R-RCCD</u>

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RECITALS

This Agreement is made and entered into by and between the County of Riverside, 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) and the American Recovery and Reinvestment act of 2009; and

WHEREAS, the Riverside County Economic Development Agency (EDA) and the Workforce Investment Board (WIB) 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 Investment Board, and

WHEREAS, on the 3<sup>rd</sup> day of May, 2010, County and Contractor entered into an agreement pursuant to which the Contractor agreed to provide Summer Youth services to Title 1B Workforce Investment Act (WIA) and American Recovery and Reinvestment Act, Youth Program 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 May 3, 2010, and end on October 31, 2010. 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 Investment 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:

Felicia Flournoy, Director of Workforce Development  
Riverside County Economic Development Agency (EDA)  
1325 Spruce Street, Suite 400  
Riverside, California 92507  
(951) 955 - 3133  
(951) 955 - 3131 Fax

If to Contractor:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Dr. Shelagh Camak  
Title: Executive Dean of Workforce Development & Student Success  
Attention: Mr. Michael Wright  
Title: Director  
(951) 222 – 8968

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 County 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 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 un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board (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 County of Riverside Summer Work Experience Program as recommended by Riverside County EDA and the Workforce Investment Board (WIB) and approved by the Riverside County Board of Supervisors. Contractor shall provide youth program services May 3, 2010 through October 31, 2010, as described in the RFP and the Contractor's submitted proposal. Please note that all work experience must conclude by September 30, 2010.

### 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 youth program 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 County will utilize monthly Management Information Systems (MIS) reports and monthly performance reports to measure the Contractor throughout the term of the Agreement. At the completion of the program, Contractors will be evaluated on the following performance measures: 1) Meeting 100% of stated Enrollment Goals, and 2) the requirement that 85% of all youth enrollments will attain Work Readiness Skills. The Contractor's Enrollment Plan and/or Performance Measurements are attached as Exhibits 4 and 5 respectively. The performance measures for this program are subject to change based on the final requirements of the ARRA and guidance received from the U.S. Department of Labor and the California Employment Development Department.



## Article III. COMPENSATION

### Section 3.01 Contractor's Compensation

#### (a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$400,000.00, Four Hundred Thousand Dollars, for complete and satisfactory performance of the terms of this Agreement for the period of May 3, 2010 through October 31, 2010, 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.

#### (c) 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.

#### (d) Budget Modifications

Line item adjustments exceeding 20% increase requires a Budget Modification to the Agreement. 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. Contractors may request one (1) budget modification per program year. The final request for budget modification must be submitted by **September 1, 2010**.

(e) 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 @ [www.rivcowib.org](http://www.rivcowib.org). 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.

(f) 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.

(g) 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 @ [www.rivcowib.org](http://www.rivcowib.org).

#### 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 Contractors will submit a closeout package within 45 days at the expiration of the contract term whether or not any line item within the contract is fully spent and that term has ended. All Contractors 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: Loren Sims, Operations Manager  
Workforce Development Centers of Riverside County  
1325 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 (DOL) 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 disclosure 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 form for participation in the Summer Work Experience Program and also obtain 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. Forms must be included in participant file on site with Contractor.

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/Sub-recipient 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
- 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 Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice 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 is not allowable under this agreement. Any property, equipment or assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from other WIA cost-

reimbursement agreements shall be limited to use, pursuant to this Agreement, and shall remain the property of the County. Upon termination of this Agreement, 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 (MOU)

- (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/MOUs 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 County can provide a 'Memorandum of Understanding' template for Contractor to use as a guide. 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 five (5) working days following execution. No payments will be made to any sub-contractor without an executed contract/sub-agreement/MOU.

Section 5.05 Training site/Sub-tier Monitoring

- 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. 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 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. (The County can provide Form No. PCU 448-41, WIA Youth Programs Sub-tier Monitoring Guide, to be used for this purpose.)
- 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 MOU 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/ARRA Fund Restrictions

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

#### Section 5.07 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 Operations Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.

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

#### 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 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.

#### Section 5.09 De-obligation/Re-obligation

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

#### De-obligation/Re-obligation

- 1) At any time that the County determines that de-obligation or re-obligation is necessary, a written notice to the Contractor will be issued outlining the reasons and timeline for the de-obligation or re-obligation. 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 de-obligate or re-obligate 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 IX 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 available 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 DOL 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 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 45 days following Agreement expiration or termination, Contractor is obligated to provide an accounting for the period of time that Contractor was providing services up to and including expiration date. County shall calculate funds due and submit a request to Contractor for repayment. Repayment is to be paid within 45 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 the Contractor has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten days prior written notice to Contractor. Section 7.04, Obligations upon Termination, of this Agreement shall apply under these circumstances.

#### Section 7.06 Other Remedies Reserved by the County

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

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

##### (b) Suspension

- 1) The County may determine that suspension of all or part of the project operations of Contractor for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Contractor agrees to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.
- 2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.

- 3) Within ten working days, the Contractor shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports will be submitted to County every 30 calendar days thereafter until the reasons for suspension are resolved.

## Article VIII. DISPUTE RESOLUTION

### Section 8.01 Dispute Resolution

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

### Section 8.02 Arbitration

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

### Section 8.03 Dispute Resolution Costs

Each party shall be responsible for its own legal fees and other expenses incident to the preparation of its case. However, County and Contractor are prohibited from using any WIA 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

Contractor and County shall indemnify and hold harmless the Workforce Investment Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective

directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Without limiting the generality of the preceding sentence, the Contractor shall indemnify, defend and hold harmless the Workforce Investment Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives against any liability, claim, loss, demand or damage incurred by the County and/or the Workforce Investment Board as a result of the determination by the United States Department of Labor, or its successor, or the Grantor that activities undertaken by the Contractor in connection with this Agreement fail to comply with any laws, regulations or policies applicable thereto, or that any funds billed by or disbursed to the Contractor under the Agreement were improperly expended. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Workforce Investment Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim.

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 claim 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.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in the Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

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 the Contractor from indemnifying the 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 Contractor's sole cost and expense, evidence for coverage listed below, within ten days following execution of this Agreement.

(1) Worker's Compensation

If Contractor has employees as defined by the State of California, 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 and employment practices liability, 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, WIB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. 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 only paragraph 3a applies. If Contractor uses hired or chartered transportation and transports participants, then only 3b and 3c applies.

- a) If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then 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, WIB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.
- 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, WIB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.
- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Investment Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(4) General Insurance Provisions-all lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and 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 or self-insured retentions. If such 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 self insured retentions which are deemed unacceptable to the County and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such 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 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 modification, cancellation or expiration, or reduction in coverage of such insurance. In the event of a material modification, 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 ACCORD 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.
- (2) Contractor shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- c) The COUNTY'S Reserved Rights. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.
- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be



construed as primary, insurance and the County's insurance and/or deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.

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

#### Section 9.08 Inventions, Patents and Copyrights

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

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

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

#### Section 9.09 Labor Standards

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).

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

A participant in a program or activity authorized under Title I of WIA 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 un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor'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 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 9.14 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 9.15 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 9.16 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 sub-contractor and its officers, directors or employees.
  - 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

#### Section 9.17 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

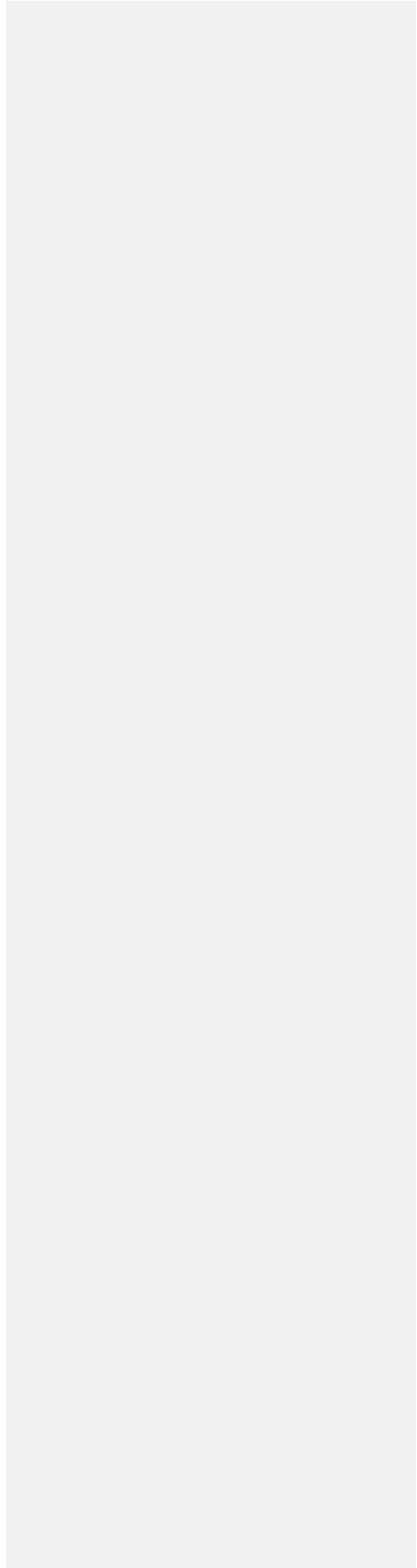
agreements which are hereby rescinded. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture or association between the County and the Contractor. Exhibits 1 through 11 are attached hereto and incorporated herein by this reference. 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 9.18 Signatures

County: Riverside County Economic Development Agency and Workforce Investment Board
By:
Date:
Print Name: Felicia Flournoy
Print Title: Director of Workforce Development

Contractor: Riverside Community College District
By:
Date:
Print Name:
Print Title:

County Counsel Approval
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ADDENDUM

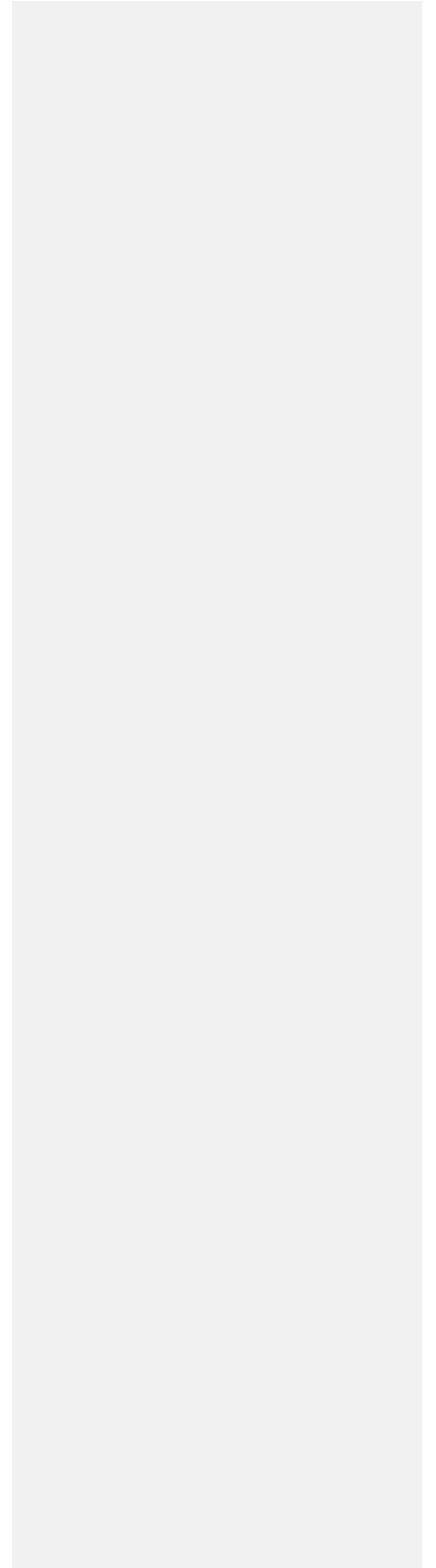
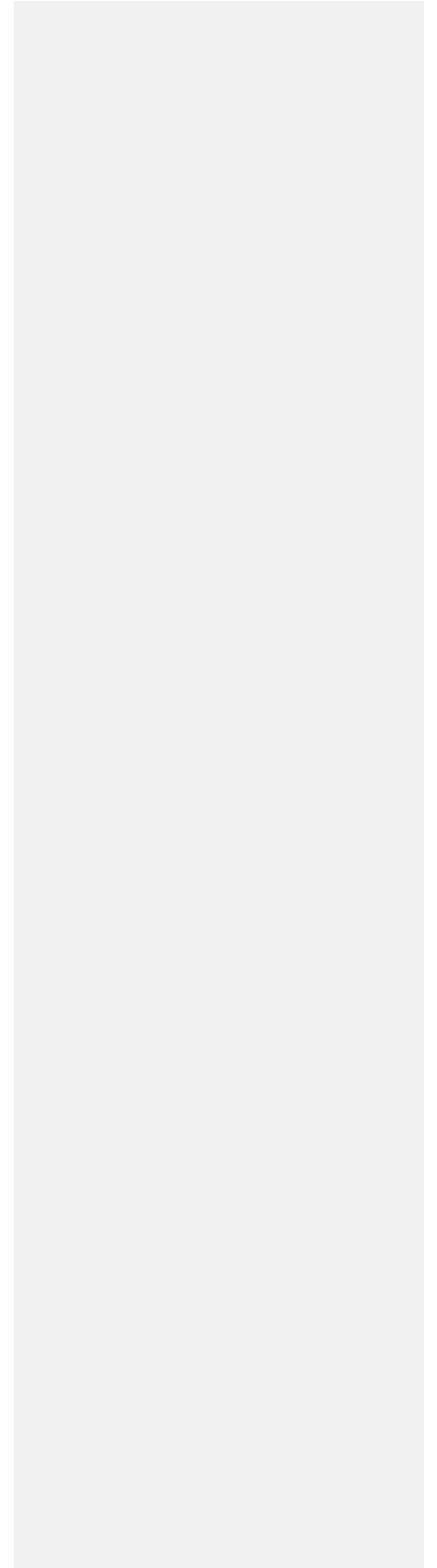


Exhibit 1 Scope of Work

## 2010 SWEP CONTRACTOR SCOPE OF WORK





### Contractor Scope of Work

- a) Scope of work – The Contractor agrees to maintain the ability to serve and enroll WIA eligible youth and provide work experience, work readiness skills and other program components and applicable services, according to the Contractor's proposal. The Contractor agrees to meet or exceed performance standards as specified in this Agreement.
- b) Contracted services – The purpose of this Agreement is to provide programs and services to eligible youth ages 14-24, who are Riverside County residents, in the summer months between May 3, 2010, and September 30, 2010. All eligible youth will be required to work a minimum of 120 hours and a maximum of 240 hours with a public, non-profit organization or for profit businesses in the community. These services will improve the participant's long-term employability and enhance academic and occupational learning, leadership development skills, and employment preparation.
- c) The scope of work will be to provide work readiness preparation and subsidized summer youth work experience. This will entail the following:
- Recruitment of youth
  - Determination and documentation of eligibility
  - Orientation
  - Referral of ineligible youth to other programs
  - Provide and document work readiness assessment and training
  - Recruit and oversee worksites from public or private sector
  - Placement and monitoring of youth at worksites
  - Train and advise worksite supervisors
  - Pay all youth participants in a timely manner
  - Manage program budget and payroll
  - Manage all required administrative and program paperwork
  - Provide support services

The following outlines WIA or local process requirements related to direct service delivery and operational oversight of SWEP. The EDA will provide technical assistance and training on these processes to all awarded Bidders and their staff prior to contract execution and on an on-going basis.

- d) Recruitment and Eligibility  
Under the WIA legislation for federal funding, all youth must meet WIA eligibility criteria as defined in the Section E (Eligibility Criteria) of System Design and Implementation. Certification of eligibility for any WIA funded programs must be completed prior to enrollment. Certification includes low-income determination, documentation of Right-to-Work eligibility, Selective Service registration for males 18 years of age and older as well as barrier criteria meeting federal guidelines. The EDA will provide technical assistance on the certification process to determine eligibility.

Youth must meet the following eligibility criteria to receive WIA SWEP-funded program services:

1. Low income
2. Ages 14-24
3. A Riverside County resident
4. Has one or more of the following barriers:
  - a. Deficient in basic skills (Literacy and Numeracy levels measured with acceptable assessment tools)
  - b. School dropout
  - c. Homeless, runaway, or foster youth
  - d. Pregnant or parenting
  - e. Offender
  - f. Requires additional assistance to complete an educational program or to secure and retain employment. An individual who requires additional assistance is defined as follows: special needs youth (disabled); limited English speaking; affiliated with a gang; deficient in work readiness skills; or a high school graduate who is basic skills deficient, underemployed or unemployed.

e) Income Eligibility Exception - Up to 5% of youth served may be individuals who are not low-income, provided they are within one or more of the following categories:

1. School dropout
2. Basic skills deficient
3. Are one or more grade levels below the grade levels appropriate for their age
4. Pregnant or parenting
5. Possess one or more disabilities, including learning disabilities
6. Homeless or runaway
7. Offender
8. Faces serious barriers to employment

f) Orientation

An orientation must be provided to each participant. This includes information on the full services that are available through funded program such as activities and expectations. In addition, youth should be given information on other funded Riverside County Youth Opportunity Centers (YOC) and Workforce Development Center (WDC) providers.

g) Referral

Any eligible youth who is not enrolled in services at a contracted program must be provided referral information regarding the full array of applicable or appropriate services available through local programs including One-Stop Career Center partners and WIA YOCs. Programs are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers in order to meet the individual needs of all youth.

h) Worksite Development

Service providers must have the capacity to develop meaningful, safe and well-supervised worksites for placement of youth. Worksites can be with non-profit, public agencies and/or the private sector. Worksite agreements will be required for each worksite developed. A supervisor orientation that provides a program overview, supervisor expectations, development of work plans for youth, and time card and payroll distribution must be provided prior to a youth's placement on a worksite. Monitoring and follow-up is required after a youth is placed to ensure the supervisor and the youth are supported in their work experience.

i) Work Readiness Training

Work readiness training must be offered to all youth in the program. Program designs are sought that incorporate work readiness throughout summer work experience. This means the Contractor must conduct pre and post assessments to incorporate age and developmentally appropriate levels of instruction in learning for youth who have limited or no work experience as well as advance work readiness training that focuses on advancement of basic work readiness skills. Work Readiness training may be completed in a variety of ways including, but not limited to, workshops during the work experience activity, evaluation by the worksite supervisor, classroom training, etc. Participants should complete some form of pre-employment training to ensure they are work ready prior to the summer work experience activity. This can be accomplished by teaching participants skills such as, but not limited to, being punctual, attendance, appropriate workplace attire, etc.

j) Summer Work Experience

Providing youth with paid summer employment will contribute immediately to our economy by offering income and opportunities to youth, and will also improve young people's long-term employment and earnings prospects by providing meaningful work experience.

Worksites that expose youth to high-growth, high-demand occupations and green jobs are encouraged where feasible.

All youth enrolled in the SWEP will receive a work experience activity for a minimum of 120 hours and a maximum of 240 hours at a minimum wage of \$8.00 per hour for the youth work experience period of May 3, 2010 – September 30, 2010.

k) Participant Payments/Employer of Record

Service providers must have the capacity to provide direct monetary payments to youth, including hourly wages. This can be done directly by the funded agency or through partnership with another agency, including a payroll-processing agency. As the employer of record, service providers must adhere to all child labor laws regarding hours of employment, working conditions, etc. For more information see the following website: <http://www.dir.ca.gov/dlse/ChildLaborPamphlet2000.html>

l) Support for Youth

Youth must have access to information about the full array of training and educational programs and appropriate referrals to the programs. Support services include transportation, child care, housing, work-related clothing and tools, and needs related payments that are necessary for program participation. Support services also include linkages to community resources and services.

SWEP funds will allow for Support Services and Vocational training but NOT Individual Training Accounts (ITA). ITAs are not an entitlement and all customers must successfully complete the approval process prior to receiving approval for training. Unfortunately, the SWEP program is executed in such a short period of time that to apply and process documentation for ITAs would not be practical.

m) Stipends

If applicable to the program and budget, stipends may be provided to youth in a classroom-based component of a summer employment opportunity in accordance with the 2010 SWEP Policies and Procedures Manual located at [www.rivcoyouth.com](http://www.rivcoyouth.com).

n) Serving Out-of-School Youth

The Youth Program under Title 1 of WIA targets economically disadvantaged youth, in-school and out-of-school, between ages 14 through 24 who reside in Riverside County and face one or more barriers to employment. The law mandates that at least 30% of the WIA funds must be spent on out-of-school youth. To ensure this is achieved, EDA is requiring a minimum of 40% of the total enrollments be out-of-school youth. An out-of-school youth is defined as an eligible youth who is a school dropout or who has either graduated from high school, but is basic skills deficient, underemployed or unemployed.

e) Location(s)

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

f) Hours of Operation: Monday thru Friday, 8:00am to 5:00pm

g) In addition to the Exhibit 1, Contractor Scope of Work, the Contractor is also responsible for and agrees to comply with all of the provisions included in the SWEP proposal narrative submitted to the County in response to the Request for Proposal, on file with the EDA.

h) Lease Agreements-(if applicable)

i) 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.

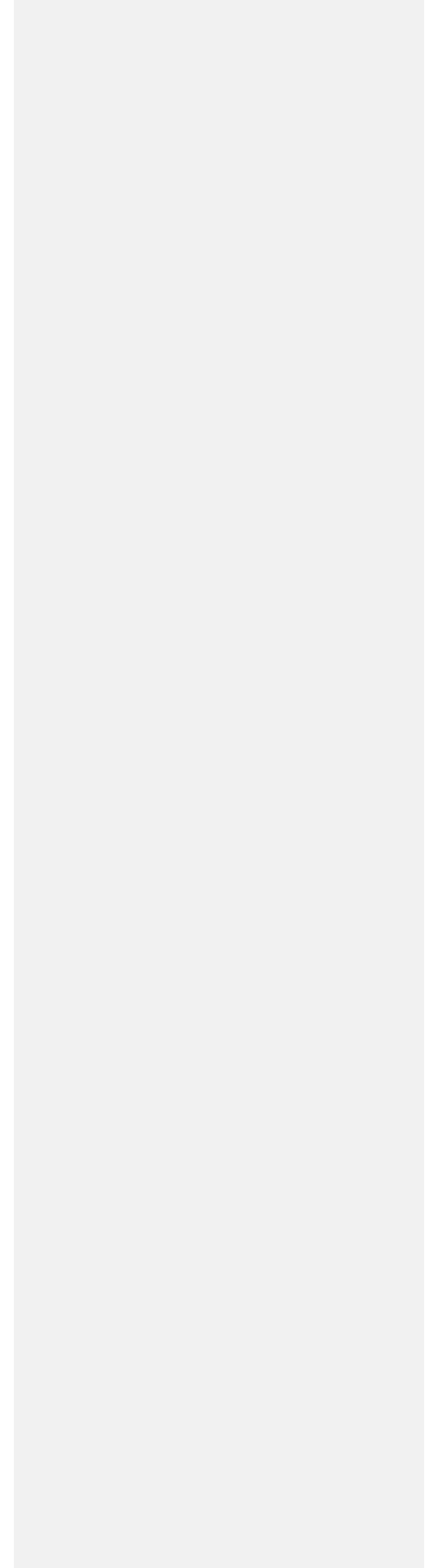
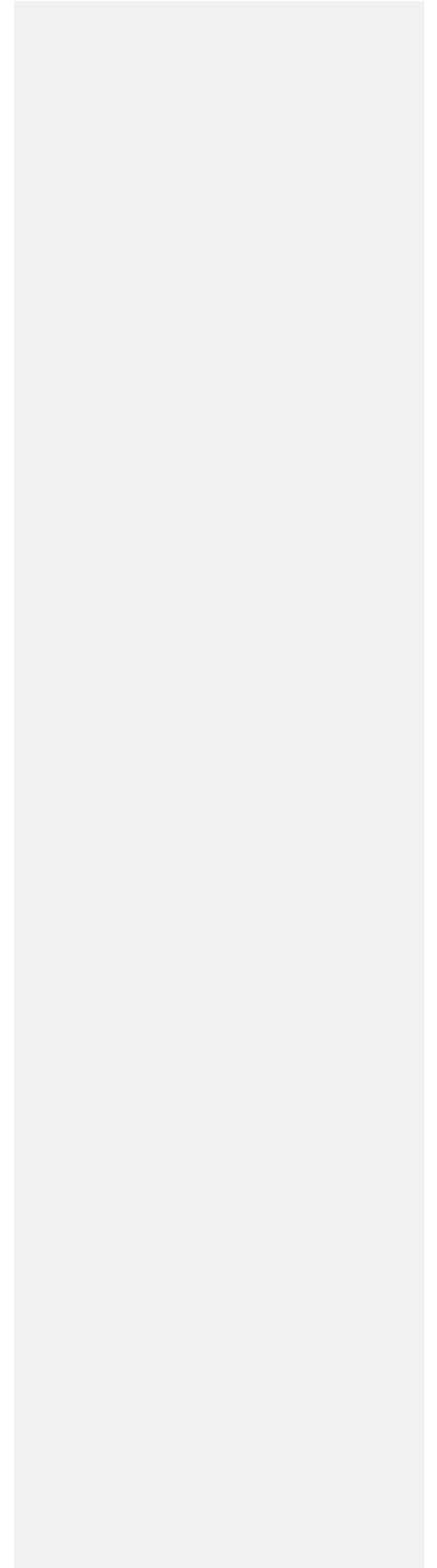


Exhibit 2 Program Budget

2010 SWEP Budget Statement  
Budget Expenditure Program  
Equipment Budget Form



Program Line Item Budget Form

BUDGET STATEMENT	
<b>SECTION A – PARTICIPANT/EMPLOYER COSTS</b>	
<b>1. Participant Wages (work experience or limited internships)</b>	
No. of slots 0 x \$ 8.00 /hr. x 12hrs./weeks 10 weeks = \$	-
No. of slots 200 x \$8.00/hr. x 20 hrs./weeks. 10 weeks = \$	320,000.00
No. of slots 0 x \$ \$8.00/hr. x 30 hrs./weeks 10 weeks = \$	-
<b>TOTAL PARTICIPANT WAGES</b>	<b>\$ 320,000.00</b>
<b>2. Participant Fringe Benefits (work experience or limited internships)</b>	
FICA and Medicare Contribution: 1.75% x \$ 320,000.00 = \$	5,600.00
Other:	
Workers Compensation Insurance 1.31% x \$320,000.00 = \$	4,192.00
	<b>\$ 9,792.00</b>
<b>TOTAL PARTICIPANT WAGES AND FRINGE BENEFITS</b>	<b>\$ 329,792.00</b>

Program Line Item Budget Form

SECTION B – STAFF COST				
Staff Position & Name of Staff	Number in Position	Yearly Salary Rate (a)	% Time Spent on WIA (b)	TOTAL WIA COST (a x b)
Project Coordinator	1	16,800	100%	\$ 16,800.00
Work Readiness & Employment Specialist	4	9,600	100%	\$38,400.00
SUBTOTAL: STAFF SALARIES				\$55,200.00
Employer's Cost of Staff Benefits				
Benefits (Describe)		Rate (%)	Salaries	
FICA		0.062		\$ -
State Unemployment Insurance		0.003	\$ 55,200	\$ 166.00
Workers Compensation Insurance		0.0131	\$ 55,200	\$725.00
Other (please list)		0.0145	\$ 55,200	\$802.00
SUBTOTAL: STAFF BENEFITS				\$ 1,693.00
SUBTOTAL: STAFF SALARIES				\$ 55,200.00
TOTAL: STAFF SALARIES & BENEFITS				\$ 56,893.00

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.



Program Line Item Budget Form

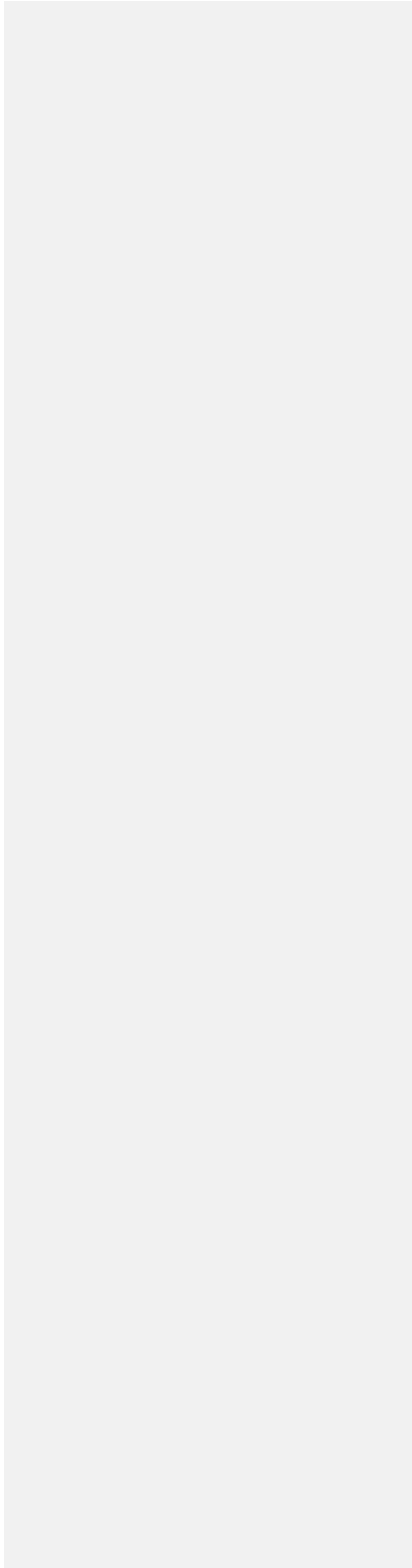
SECTION-C - OTHER PROGRAM EXPENSES				
1. TRAVEL COST	Rate per Mile	Miles per Week	Number of Weeks	TOTAL WIA COST
1.a. Staff Position & Name of Staff				
Coordinator /Lead Person	0.5	50	20	\$ 500.00
Work Readiness & Employment Specialist (x4)	0.5	100	20	\$ 1,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL: TRAVEL (total 1a. & 1b.)				\$ 1,500.00
2. Equipment (Lease*)				
3. Consumable Supplies				\$ 1,815.00
4. Advertisement/Print/Reproduction Costs				\$ -
5. Maintenance Repairs (include equipment repairs)				
6. Rent: sq. ft x\$ /sq.ft/month x months				
7. Utilities (telephone, gas, electricity, water)				
8. Insurance (bonding, liability, building, automobile)				
9. Audit Fee (s)				
10. Janitorial Service				
11. Furniture (purchase/rent/lease)				
12. Participant Tuition Payments/Vouchers				
13. Training Materials				\$ -
14. Profit (for PROFIT organizations only)				
15. Other Expenses (specify): Fingerprinting				\$ -
16. Workrelated expenses				\$ -
17. Incentive to Complete Work Readiness Course				\$ 10,000.00
SUBTOTAL: (#2-#16)				\$ 11,815.00
TOTAL OTHER PROGRAM EXPENSES - (Section C Only)				\$ 13,315.00
TOTAL PARTICIPANT/EMPLOYER COSTS- (Section A )				\$ 329,792.00
TOTAL STAFF COSTS - (Section B)				\$ 56,893.00
SUBTOTAL PROGRAM COSTS - (Total of Sections A+B+C)				\$ 400,000.00
				\$ -
TOTAL PROGRAM COSTS				\$ 400,000.00

NOTE1: If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency.

Program Line Item Budget Form

SECTION D - IN-KIND COSTS					
Staff Position & Name of Staff	Number of Positions	Weekly Rate	Hours per Week	Number of Weeks	TOTAL COST
SUBTOTAL STAFF SALARIES:					
Benefits (Describe):		Rate %	Salaries		
FICA					
State Unemployment Ins.					
Workers Comp. Ins.					
SUBTOTAL: STAFF BENEFITS					
SUBTOTAL: OTHER EXPENSE					
TOTAL: STAFF SALARIES					
TOTAL: STAFF BENEFITS					
TOTAL: OTHER EXPENSE					
TOTAL: IN-KIND EXPENSE					

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.



## 2010 SWEPE Budget Narrative

RCCD will hire and place 200 SWEPE eligible youth in worksites both on and off campus. Recruitment of Foster Youth will be a priority. We propose to place participants 50/50 in both internal and external worksites. We will pay the participants \$8.00 per hour for 20 hours per week. Participants will have the opportunity to work 200 hours from June 1 through September 30, 2010. The total cost of participant wages will total \$320,000.00.

Participants of the Riverside Community College District's 2010 Summer Work Experience Program, funded through this Agreement, may receive a stipend up to \$50 for successful completion of the Work Readiness Component described herein. 1.) Road Trip Nation Curriculum (RTN), provided by County; the training to be facilitated by internal staff designated by Contracted Provider. Contracted Providers are expected to select RTN participants focusing on the Out-of-School participants first. This Work Readiness training consists of workbook completion, containing various lesson plans. The Curriculum completion should involve a certain amount of classroom-based instruction, as well as peer-centered activities, and career exploration activities. The lessons shall be used to introduce participants to various career paths, and to promote consideration of alternative career pathway selection. 2.) For those participants not selected for RTN, Contracted Providers must still develop and/or provide another Work Readiness training component as part of their individual Program. Contracted Providers are expected to notify the County of the following details: who will facilitate the training (internal staff or a subcontractor); the number of classroom-based instruction hours required; topics covered (such as, job search techniques, customer service skills, interviewing skills, employer relations, etc.). Successful completion of the Work Readiness Component shall be evidenced by a certificate of completion in each participant's file. Contracted Providers must document the provision of the stipend in the participant's Individual Service Strategy. It must include a detailed description of this component.

RCCD will pay employee benefits consisting of State Unemployment Insurance and Medicare at the rate of 1.75% of participant wages. The cost of these statutory benefits will be \$5,600.00. RCCD will pay Workers Compensation Insurance for each participant at the rate of 1.31%. The total cost of Workers Compensation Insurance will be \$4,192.00. The total cost of all paid benefits will be \$9,792.00

RCCD will utilize a solid structure in developing the staffing required to accomplish the goals and objective laid out in the narrative of the proposal. The following clearly articulates the types, roles and responsibilities of each staff person attached to the Summer Work Experience Program (SWEPE). All staff assigned to the RCCD SWEPE will be hired on a temporary hourly basis in accordance with established RCCD protocols for hiring staff. The plan for SWEPE 2010-2011 includes one (1) Project Coordinator and four (4) Work Readiness & Employment Specialists. A complete breakdown of staffing costs is included for reference and is listed at Attachment A:

Project Coordinator – This position is for overall coordination and supervision of the project including organizing, scheduling, and monitoring the activities of the Work Readiness & Employment Specialists (WRES) in verifying participant eligibility along with EDA liaison. Identifying appropriate worksites and coordinating worksite orientation. The Project Coordinator will insure that work readiness curriculum is delivered at all locations in a consistent manner. The Project Coordinator will monitor the youth workers progress while on the job. The Project Coordinator will insure all data elements are collected and recorded correctly. This will be a temporary, part time hourly paid position and will terminate on or before October 31, 2010. The total cost of the Project Coordinator will be \$16,800.00.

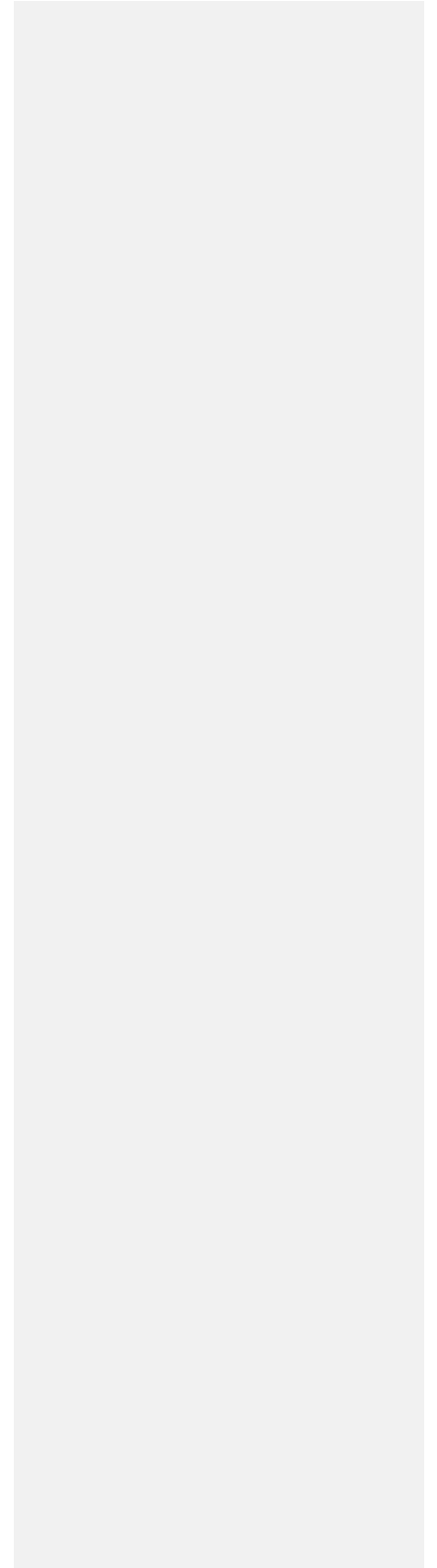
Work Readiness & Employment Specialists – The plan allows for four (4) Work Readiness and Employment Specialists (WRES) to provide intensive case management, job placement, and job retention services for the youth workers from all six of the identified locations. The WRES will work with the youth individually or in groups to identify areas of work interest and capabilities. The WRES will identify suitable employment site and assist with job placements. These will be temporary, part time hourly paid positions and will terminate on or before October 31, 2010. The total cost for all four of the Work Readiness & Employment Specialists will be \$38,400.00.

The cost for required benefits for the Project Coordinator and Work Readiness & Employment Specialists will be \$1,693.00. The required benefits for the Project Coordinator and Work Readiness & Employment Specialists consist of State Unemployment Insurance at .3% of wages paid, Workers Compensation Insurance at 1.31% of wages paid and Medicare at 1.45% of wages paid.

Exhibit 3 Cost Allocation Plan

## 2010 SWEP Cost Allocation Plan Funding Allocation Table

(For the period: May 3, 2010 – October 31, 2010)



Riverside Community College District  
Funding Allocation Table

Contract Line Items/Expenditures	% Charged to WIA	% Charged to Other Agencies	Other Revenue	WIA Funds Requested	In-kind Contributions

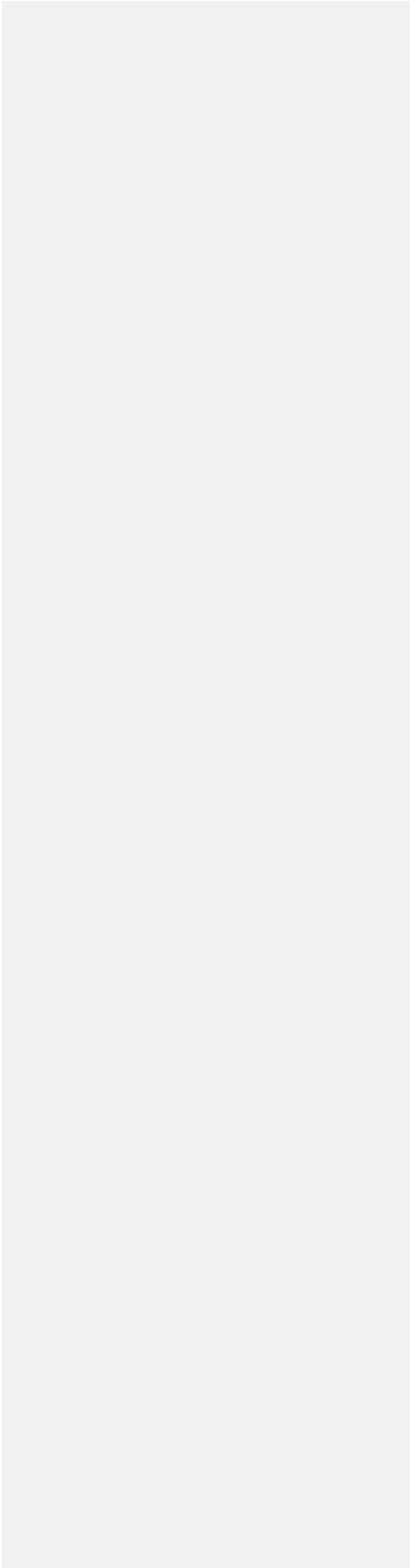
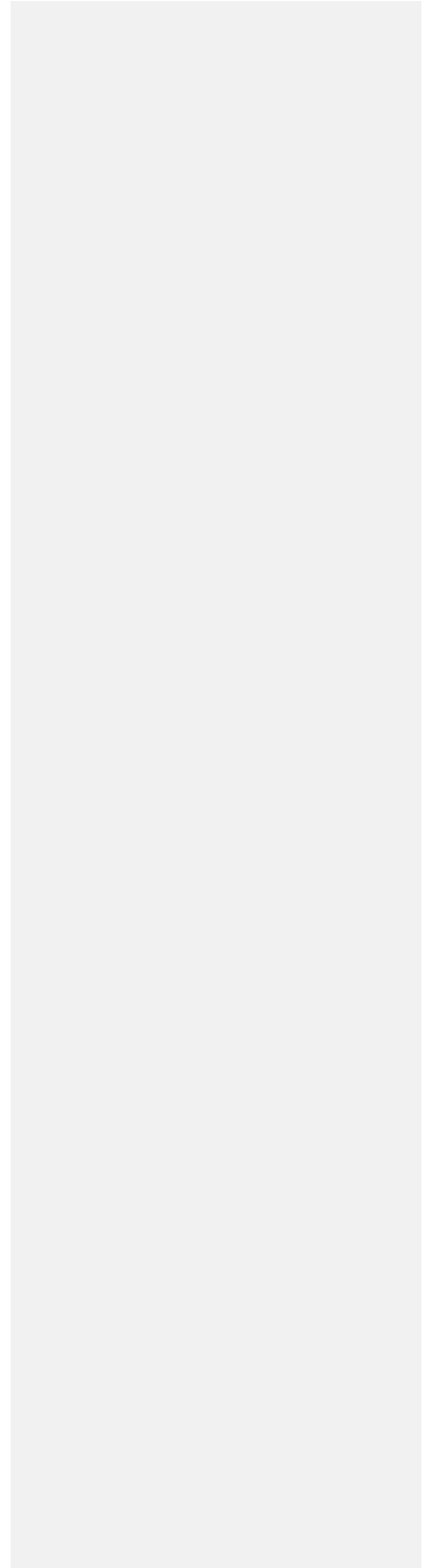


Exhibit 4 Monthly Enrollment Plan

## 2010 SWEP MONTHLY ENROLLMENT PLAN

Backup V-A-6-e  
May 18, 2010  
Page 46 of 68





## Riverside Community College District Monthly Enrollment Plan

Total New Enrollments May 2010 - September 2010
200

2010 In-School Enrollments	
Month	Monthly Enrollment Goal
May	
June	20
July	20
August	20
September	20
TOTAL	80

2010 Out-of-School Enrollments	
Month	Monthly Enrollment Goal
May	
June	30
July	30
August	30
September	30
TOTAL	120

Exhibit 5 Performance Measurements

## 2010 SWEP PERFORMANCE MEASUREMENTS

Riverside Community College District  
Performance Measurements

Youth Opportunities Consortium  
Locally Defined Performance Measurements

ALL Youth Measurements		
Minimum Standard	Measurement	Calculation
100%	Enrollments	Contractor must meet 100% of stated Enrollment Goals.
85%	Work Readiness Skill Attainment	Of ALL Participants enrolled in SWEP 2010: Goal: 85% of enrolled youth will attain documented Work Readiness Skills by the end of the contract period.

Please Note: The performance measures for this program are subject to change based on the final requirements of the ARRA and guidance received from the U.S. Department of Labor and the California Employment Development Department.

Exhibit 6 Program Monitoring Policy

## Program Monitoring Policy

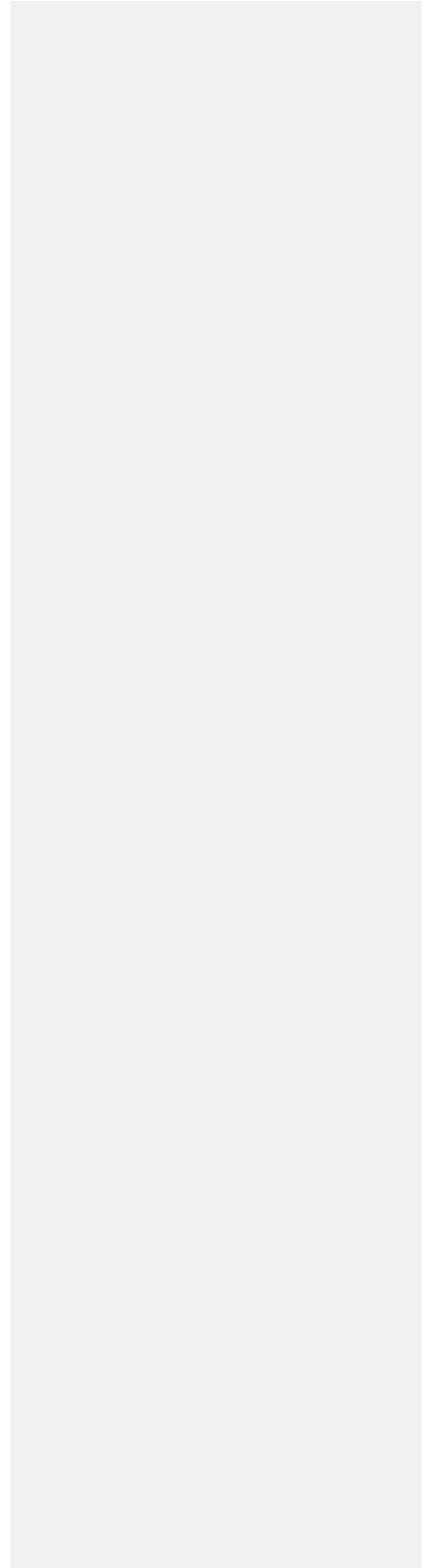


Exhibit 7 Workforce Investment Act Internet and Other Resources

## WIA INTERNET AND OTHER RESOURCES

## 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>
Excluded Parties List System	<a href="http://www.epls.gov">http://www.epls.gov</a>
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.archives.gov/index.html">http://www.archives.gov/index.html</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/oasam">http://www.dol.gov/oasam</a>
DOL/OASAM Indirect Cost Rate Determination Guide	<a href="http://www.dol.gov/oasam/programs/boc/ostdeterminationguide/main.htm">http://www.dol.gov/oasam/programs/boc/ostdeterminationguide/main.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">http://www.whitehouse.gov/omb/circulars</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://www.ignet.gov">http://www.ignet.gov</a>
DOL. Employment and Training Administration (ETA) site.	<a href="http://www.doleta.gov">http://www.doleta.gov</a>

Comment [La1]:

Comment [La2]:

## 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

Exhibit 8 Resource List for Applicable Laws, Rules and Regulations

## RESOURCE LIST OF APPLICABLE LAWS, RULES AND REGULATIONS



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

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

The Workforce Investment Act (Public Law 105-220)

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

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

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

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.

Jobs for Veterans Act (Public Law 107.288): By signing this agreement, the Contractor hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.

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

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

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.

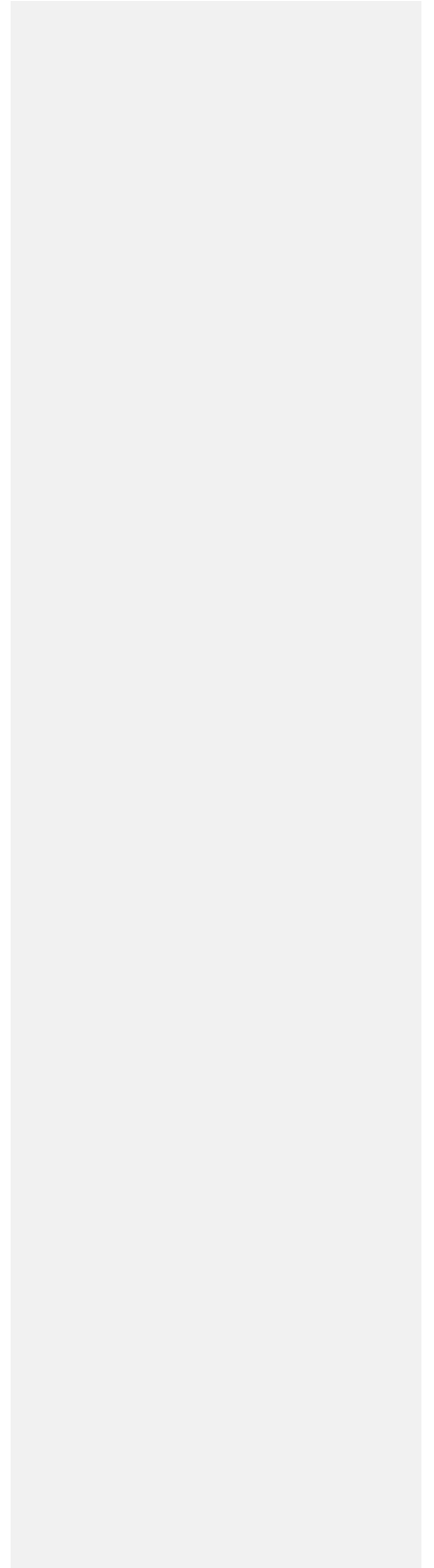
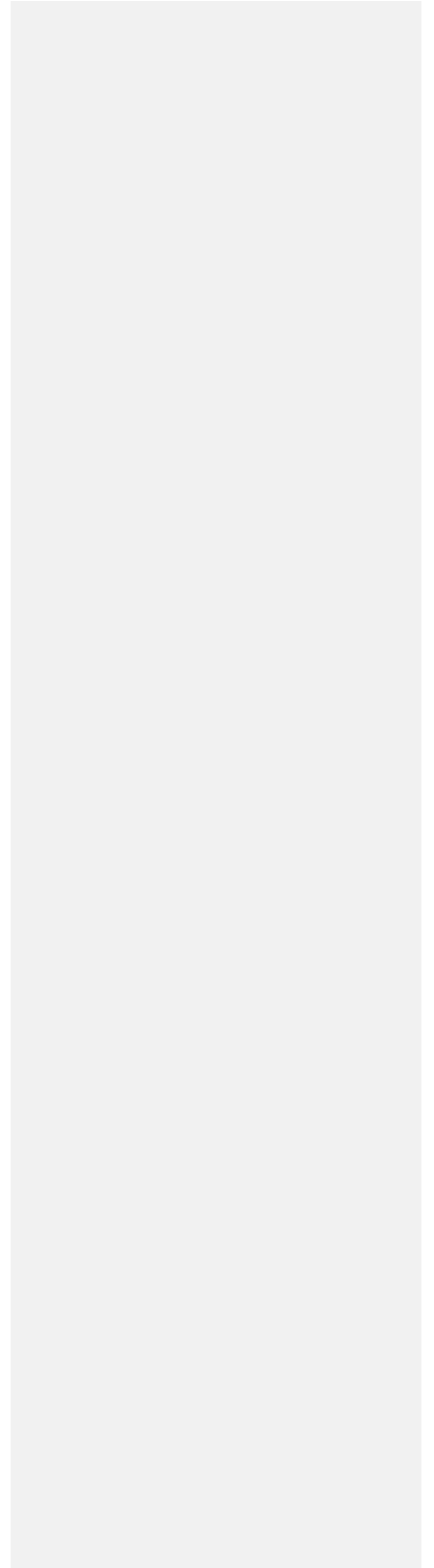


Exhibit 9 Definitions

## DEFINITIONS



## 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.
Advanced Training/Occupational Training	To count as a placement for the Youth Common Measures, advanced training constitutes an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long-term in nature and commence upon program exit rather than being short-term training that is part of services received while enrolled in WIA-funded youth programs, and (3) result in attainment of a certificate (as defined below under "Certificate")
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.
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>
Certificate	A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skill necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by: <ul style="list-style-type: none"> <li>• A state educational agency or a state agency responsible for administering vocational and technical education within a state.</li> <li>• An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community c colleges, proprietary schools, and all other institutions of higher education that are eligible to</li> </ul>



	<p>participate in federal student financial aid programs.</p> <ul style="list-style-type: none"> <li>• A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.</li> <li>• A registered apprenticeship program.</li> <li>• A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use and occupational or professional title or to practice an occupation or profession ( e.g., FAA aviation mechanic certification, state certified asbestos inspector).</li> <li>• A program that has been approved by the Dept. of Veterans Affairs to offer education benefits to veterans and other eligible persons.</li> <li>• Job Corps centers that issue certificates.</li> <li>• Institutions of higher education which is formally controlled, or has been formally sanctioned, chartered by the governing body of an Indian tribe or tribes.</li> </ul>
Classroom Training	Training conducted in a classroom setting designed to train participants in specific skills and/or vocation.
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.
Date of Exit	Represents the last day on which the individual received a service funded by the program or a partner program. (See definition of "Exit")
Date of Participation	Represents the first day, following a determination of eligibility, that the individual begins receiving a service funded by the program. (See definition of "Participant")
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.
Diploma	The term "diploma" means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).
Educational Gain	At post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).
Employed in the Quarter After the Exit Quarter	An individual is considered employed in a quarter after the exit quarter if wage records for that quarter show earnings greater than zero. When supplemental data sources are used, individuals should be counted as

	employed if, in the calendar quarter of measurement after the exit quarter, they did any work at all as paid employees (i.e., received at least some earnings), worked in their own business, profession, or worked on their own farm.
Employed in the Second and Third Quarter After the Exit Quarter	An individual is considered employed if wage records for the second or third quarter after the exit quarter show earnings greater than zero. Wage records will be the primary data source for tracking employment in the quarter after exit. When supplemental data sources are used, individuals should be counted as employed if, in the second or third calendar quarter after the exit quarter, they did any work at all as paid employees (i.e., received at least some earnings), worked in their own business, profession, or worked on their own farm.
Exit Quarter	Represents the calendar quarter in which the date of exit is recorded for the individual.
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.
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.
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

	<p>a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be “exiters” within a particular quarter and are looked at together for performance measurement purposes. There are two ways to determine exit during a quarter:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
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	<p>Supportive services for youth may include the following:</p> <ul style="list-style-type: none"> <li>a) linkages to community services;</li> <li>b) assistance with transportation costs;</li> <li>c) assistance with child care and dependent care costs;</li> <li>d) assistance with housing costs;</li> <li>e) referrals to medical services; and</li> <li>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) ]</li> </ul>
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	<p>Local workforce investment areas within the state that take into consideration:</p> <ul 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> </ul>
WIA Youth Eligibility Requirements	<p>A Riverside County resident who is</p> <ul style="list-style-type: none"> <li>a) not less than age 16 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:             <ul 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> </ul> </li> </ul>

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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.

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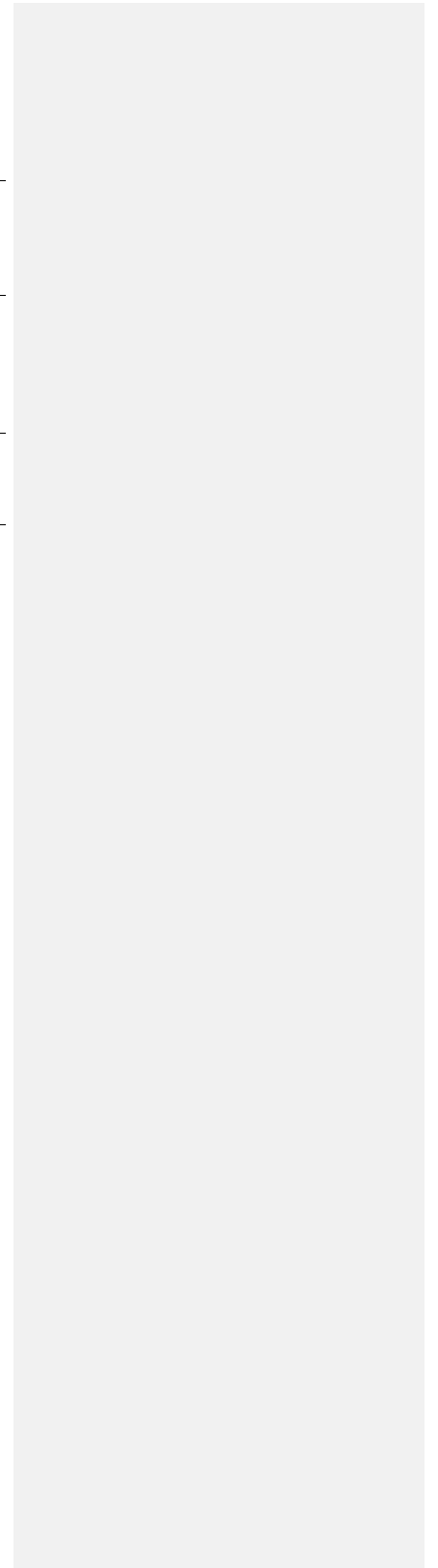


Exhibit 10 Board of Supervisors Policy

## BOARD OF SUPERVISORS POLICY

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE

Report No. V-A-6-f

Date: May 18, 2010

Subject: Subsidized time-Limited Employment Program Contract

Background: Presented for the Board's review and consideration is a Subsidized Time-Limited Employment Program (STEP) contract agreement between Riverside Community College District and the Riverside County Economic Development Agency (EDA). The contract provides paid work experience to WIA eligible CalWORKs recipients age 18-24 years. Funding will allow a maximum of 208 participants to work a minimum of 120 up to a maximum of 480 hours from June 1, 2010 through July 31, 2010. Most of the participants served will be located in organizations throughout the community. Total payment under this agreement shall not exceed \$540,000.00, for the period May 1, 2010 through July 31, 2010. Funding source: Riverside County Economic Development Agency

Recommended Action: It is recommended that the Board of Trustees ratify the Subsidized Time-Limited Employment Program (STEP) contract agreement, for the time frame of May 1, 2010 through July 31, 2010, in the amount of \$540,000.00, and authorize James Buysse, Vice Chancellor, Administration and Finance, to sign the Contract Agreement.

Gregory W. Gray  
Chancellor

Prepared by: Jan Muto  
President, Riverside City College

Shelagh Camak  
Executive Dean, Workforce Development and Student Success

Michael Wright  
Director, Workforce Preparation Grants and Contracts



## Riverside County Subsidized Time-Limited Employment Program (STEP) Agreement

CONTRACTOR:	Riverside Community College District
AGREEMENT AMOUNT:	\$540,000
EFFECTIVE TERM:	May 1, 2010 through September 30, 2010
CONTRACTOR NO:	PY2009/2010-179



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## RECITALS

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

## WITNESSETH

WHEREAS, the American Recovery and Reinvestment Act of 2009 established the Emergency Contingency Fund for Temporary Assistance to Needy Families Programs as section 403(c) of the Social Security Act to assist States that have increased expenditures for subsidized employment, non-recurrent, short-term benefits and basic assistance through September 30, 2010; and

WHEREAS, County and Department of Public Social Services (DPSS) contracted into a Memorandum of Understanding (MOU) CW-1608 to deliver the Subsidized Time-Limited Employment Program (STEP) to Riverside County youth; and

WHEREAS, County is qualified to provide, or cause a subcontractor to provide, subsidized employment opportunities granted by Section 2101 of the American Recovery and Reinvestment Act of 2009, to meet the needs of CalWORKs public assistance applicants and recipients and otherwise eligible participants; and

NOW, THEREFORE, in consideration of their mutual agreements, Riverside Community College District and the Riverside County Economic Development Agency do hereby agree to the terms and conditions contained herein of this Agreement.

## ARTICLE I. ABBREVIATIONS/DEFINITIONS

- A. "CalWORKs" is the acronym for Assembly Bill 1542 passed in 1997 known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act.
- B. "Contractor" refers to the service provider delivering work readiness training and work experience under the Subsidized Time-Limited Employment Program (STEP) by DPSS under this Agreement.
- C. "DPSS" refers to the County of Riverside Department of Public Social Services.
- D. "County" refers to Riverside County Economic Development Agency/Workforce Development Division.
- E. "Participant" refers to CalWORKs clients (TANF recipients), who are eligible for the Subsidized Time-Limited Employment Program.
- F. "STEP" refers to the DPSS-sponsored Subsidized Time-Limited Employment Program to provide job placement for eligible CalWORKs clients between the ages of 14 to 24.
- G. "TANF" refers to the Temporary Aid for Needy Families program that provides cash assistance and supportive services to indigent American families with dependent children through the United States Department of Health and Human Services.
- H. "ARRA" refers to American Recovery and Reinvestment Funds which is providing funding for STEP and managed by DPSS.

## ARTICLE II. TERMS AND CONDITIONS

### Section 2.01 Term of Agreement

The term of this Agreement shall commence on May 1, 2010, and end on September 30, 2010. 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 2.02 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 Investment 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 2.03 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 addressed.

If to County:

Economic Development Agency (EDA)  
Workforce Development  
1325 Spruce Street, Suite 110  
Riverside, California 92507  
Attention: Felicia Flournoy,  
Director of Workforce Development  
(951) 955 – 3100 Office  
(951) 955 - 3131 Fax

If to Contractor:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Ms. Shelagh Camak  
Title: Executive Dean of Workforce Development & Student Success  
(951) 222-8671  
Attention: Mr. Michael Wright  
Title: Director  
(951) 222-8968

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 2.04 Conditions Precedent to the Execution of the Agreement

- A. The Contractor (if not a public entity), by signing this Agreement, does hereby specifically warrant and represent, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board (NLRB).
- B. 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 III. SCOPE OF WORK

#### Section 3.01 Riverside County's Scope of Work

- A. A County liaison will be assigned to work with the Contractor.
- B. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. County, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, and evaluations.
- C. The County will refer eligible participants to Contractors for work readiness and work experience using the Interdepartmental Letter, attached hereto as Exhibit A and incorporated herein by this reference.

- C. If a participant is required to obtain a background check and/or drug screening prior to employment, this charge will not be incurred by the Contractor. The County will contact DPSS to pay for the required fees prior to employment.

#### Section 3.02 Contractor's Scope of Work

- A. Term of employment can only be between May 1, 2010 and July 31, 2010.
- B. Placement of participants should not result in the displacement of currently employed workers, impair existing contracts or result in the substitution of subsidized employment funds in connection with work that would otherwise be performed.
- C. The participant should not be hired or remain working in any position when any person not supported by this Agreement is on layoff from the same substantially equivalent job, or at a location affected by a labor dispute involving a work stoppage.
- D. The rate of employee compensation shall be equitable to similarly situated employees and will be no less than the minimum of the prevailing wage.
- E. Employment of the participant is either part-time or full-time, consisting of a work week of no less than twenty (20) hours and no more than forty (40) hours. For participants working under the Subsidized Time-Limited Employment Program guidelines, the participant total work experience hours may range between 120-480 hours during the participant period.
- F. Employment of the participant shall not infringe on promotional opportunities of regular employees.
- G. Comply with the American Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), and California Government Code Section 11135 et seq., as well as the regulations which implement these statutes, which prohibit discrimination on the basis of disability. A partial list of applicable laws and regulations are found in Exhibit E of this Agreement.
- H. The worksite must meet health and safety standards established by Federal and State laws.
- I. Each participant is provided with Worker's Compensation coverage (as outlined in Section 9.11) and with safety instructions and equipment necessary for reasonable protection against injury and damage.
- J. Each participant is subject to the same hours of work, rules and regulations, rate of pay, accorded to other employees.
- K. Participant does not engage in political and/or sectarian activities, or the promotion or deterrence of union organizing.
- L. An employee grievance policy is maintained and the employee advised of the procedure.
- M. Refrain from hiring participants funded under this Agreement, if a member of that employee's immediate family is employed by the organization, or a person engages in an administrative capacity for the organization.

- N. Make a good-faith effort to retain the employee upon completion of the subsidized employment period.
- O. Meet the 20% non-federal cash/in-kind match requirement by obtaining required supervisor info on timesheet (Exhibit C)

#### ARTICLE IV. FISCAL PROVISIONS

##### Section 4.01 General Fiscal Reporting

- A. General and Fiscal Reporting – The Contractor will comply with County, record keeping and accounting procedure requirements 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 – By August 15, 2010, 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.

##### Section 4.02 Compensation

Total compensation under this Agreement should not exceed \$540,000. Through STEP, DPSS will provide reimbursement for employee wages and costs associated with hiring and employing TANF recipients and other eligible participants. Funding for this program is provided under the American Recovery and Reinvestment Act of 2009.

All reimbursement payments from DPSS to Contractors must be made by the Riverside County Auditor-Controller's Office by September 30, 2010; therefore, the final day that any participant may work is July 31, 2010. Under no circumstances will the Contractor be able to be reimbursed passed September 30, 2010, unless the placement period is extended by TANF ECF regulations.

County will reimburse Contractor for employer participant wages at 100%. An additional 35% of participant wages will be portioned off to the Contractor for partial benefits and contractor staff operating expenses. The 20% nonfederal in kind match to the wages will be provided by the Employer. The following is an example of the percentage distribution:

Hours worked by participant:	40 hrs
Wage rate of participant:	\$8.00/ hr
Amount earned:	\$320
35% of Amount earned:	\$112
Total billed to County:	\$432

The 20% match will be reflected on the Youth Employee Timesheet (attached hereto as Exhibit C and incorporated herein by this reference). It is recommended by the County that Contractor does not exceed the 5 to 1, participant to supervisor ratio. If so, Contractor will need to recalculate the wage benefits to equal the 20% required match.

Reimbursement of participants' hourly rate shall only be for actual hours worked. The County shall make no payments for commissions, piecework, vacation, holiday, sick leave, or overtime.

In order to prevent supplanting of federal funds , are prohibited from being used to meet the 20% cash/in-kind match requirement.

#### Section 4.03 Method, Time, and Schedule/Condition of Payments

- A. The Contractor will be paid the actual amount of each monthly request for payment that is accompanied by the 2010 STEP invoice (attached hereto as Exhibit B and incorporated herein by this reference) and Youth Employee Timesheets (attached hereto as Exhibit C and incorporated herein by this reference).
- B. All invoices and employee timesheets must be submitted on a monthly basis, no later than the 10<sup>th</sup> of the month after the previous month. For instance, invoices for the month of May should be received prior to June 10<sup>th</sup>. All invoices submitted in a timely manner and completed shall be processed within forty-five (45) calendar days.

#### Section 4.04 Financial Resources

The Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

#### Section 4.05 Records, Inspections, and Audits

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.

- A. The Contractor shall maintain actual receipts, auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later. If, at the end of three 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.
- B. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work



- performed, or being performed, under this Agreement and the premises in which it is being performed.
- C. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents and 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 DPSS monitoring guidelines.
  - D. Should the Contractor disagree with any audit conducted by County, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with County a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by County for such an audit.
  - E. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by County in conducting such an audit.
  - F. 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.
  - G. 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.

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.

## ARTICLE V. DUTIES AND RIGHTS OF CONTRACTOR

### Section 5.01 Independent Contractor

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

### Section 5.02 Assurance 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 Provisions of Public Law 107-288, Jobs

for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice 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 D.

#### Section 5.03 ARRA Fund Restrictions

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

#### Section 5.04 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 ARRA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.

If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Program 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 ARRA.

#### Section 5.05 Failure to Perform

The Contractor assumes full responsibility for performance of this Agreement executed pursuant to or funded by this Agreement, and hereby agrees to indemnify the County for failure, non-performance or default of any of its 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.

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

#### Section 6.01 Performance Monitoring

To ensure compliance with the provisions of this Agreement, there will be at least one monitoring conducted by the County. The monitoring process will follow those to be further determined by DPSS.

#### Section 6.02 Availability of Funds

Funding of this Agreement is subject to the availability of TANF funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from DPSS, 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/Remittance of Funds

- A. Payments under this Agreement may be withheld, suspended or terminated if TANF funds to the County are suspended or terminated. In the event of such suspension or termination of

funding, any amount which is properly earned or expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. 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.

#### Section 6.04 Federal 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 this Agreement of other Federal services.

### ARTICLE VII. TERMINATION AND OTHER REMEDIES

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

In the event of a material breach, by either party, the other party may terminate this Agreement by giving the breaching party at least 15 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 15-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 DOL 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.

#### 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 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 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.

#### 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 the 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 7.06 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.

## ARTICLE VIII. DISPUTE RESOLUTION

### Section 8.01 Dispute Resolution

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

### Section 8.02 Arbitration

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

### Section 8.03 Dispute Resolution Costs

Each party shall be responsible for its own legal fees and other expenses incident to the preparation of its case. However, County and Contractor are prohibited from using any funds provided by this Agreement for the purpose of instituting legal proceedings or legal disputes against any party to this Agreement, or any other entity who has received funding pursuant to MOU CW -1608.

## 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 Conflict of Interest

County, its employees and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

### Section 9.03 Confidentiality

Both parties shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Both parties agree to comply with the provisions of this Agreement and applicable sections of the Welfare and Institutions code, the California Education Code. The Rehabilitation Act, and/or any other appropriate statute or requirement to assure that:

- A. All applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- B. No person will publish, disclose, use, or permit, or cause to be published/disclosed or used, any confidential information pertaining to applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- C. Additionally, each party agrees to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program. Parties, therefore, agree to share client information necessary for provision of services under the Workforce Investment Act (and other applicable government codes), e.g.: assessment, universal intake programs or training referral, job development or placement activities, and other services (as needed) for employment or program support purposes.

### Section 9.04 Employment Practices

- A. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- B. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

### Section 9.05 Child Abuse Reporting

The Contractor shall establish a procedure acceptable to the County to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

### Section 9.06 Elder and Dependent Abuse Reporting

The Contractor shall provide documentation of a policy and procedure acceptable to the County to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the County, followed by a written report within two working days.

#### Section 9.07 Equal Employment Opportunities (EEO) and Non-Discrimination

The Contractor assures that it has an EEO, and that it 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. A partial list of applicable laws and regulations are found in Exhibit E of this Agreement.

#### Section 9.08 Indemnification

Contractor and County shall indemnify and hold harmless the Workforce Investment Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Without limiting the generality of the preceding sentence, the Contractor shall indemnify, defend and hold harmless the Workforce Investment Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives against any liability, claim, loss, demand or damage incurred by the County and/or the Workforce Investment Board as a result of the determination by the United States Department of Labor, or its successor, or the Grantor that activities undertaken by the Contractor in connection with this Agreement fail to comply with any laws, regulations or policies applicable thereto, or that any funds billed by or disbursed to the Contractor under the Agreement were improperly expended. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Workforce Investment Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim.

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 claim 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.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or

claim involved. The specified insurance limits required in the Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

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 the Contractor from indemnifying the County to the fullest allowed by law.

#### Section 9.09 Insurance

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 Contractor's sole cost and expense, evidence for coverage listed below, within ten days following execution of this Agreement.

##### A. Worker's Compensation:

If Contractor has employees as defined by the State of California, 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.

##### B. Commercial General Liability:

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 and employment practices liability, 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, WIB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. 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.

##### C. Vehicle Liability

NOTE: Vehicle Liability - If Contractor uses vehicles in the performance of this Agreement and does not transport participant's paragraph C1 applies. If Contractor uses hired or chartered transportation and transports participants, then C2 and C3 apply.

1. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then 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, WIB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.
2. 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, WIB, Special Districts, and Departments,



their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

3. If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Investment Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

D. General Insurance Provisions-all lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and 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.
2. The Contractor's insurance carrier(s) must declare its insurance or self-insured retentions. If such 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 self insured retentions which are deemed unacceptable to the County and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such 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.
  - a. The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original 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 modification, cancellation or expiration, or reduction in coverage of such insurance. In the event of a material modification, 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 ACCORD 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.
  - b. Contractor shall not commence operations until the County of Riverside has been furnished original 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

act on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

3. 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.
  4. 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.
  5. The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  6. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
  7. 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.
- E. 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 9.10 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 9.11 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 this Agreement.

**Section 9.12 Governing Law**

This Agreement shall be construed and interpreted according to the laws of the State of California, as applicable County, State, and Federal rules and regulations.

**Section 9.13 Modification of Terms**

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

**Section 9.14 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. Exhibits A through E are attached hereto and incorporated herein by this reference. 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 9.15 Signatures**

CONTRACTOR: Riverside Community College District	COUNTY: Riverside County Economic Development Agency- Workforce Development
Printed Name/Title of Person Signing:	Printed Name/Title of Person Signing: Felicia Flournoy, Director of Workforce Development
Address: 4800 Magnolia Avenue Riverside, CA 92506	Address: 1325 Spruce Street, Suite 110 Riverside, CA 92507
Date Signed:	Date Signed:

This section is purposely left blank

Exhibit A –  
Riverside County Interdepartmental Letter

## COUNTY OF RIVERSIDE INTERDEPARTMENTAL LETTER

- TO:**  Riverside County EDA/Workforce Development
- FROM:**  Lake Elsinore Youth Opportunity Center  Rubidoux Youth Opportunity Center  
 Hemet Youth Opportunity Center  Indio Youth Opportunity Center  
 Moreno Valley Youth Opportunity Center  Perris Youth Opportunity Center  
 Family Services Association  Escuela de la Raza  
 Riverside Community College District  
 Riverside County Office of Education (School Location : \_\_\_\_\_)

**Address:** \_\_\_\_\_

- FROM:** Riverside County DPSS: \_\_\_\_\_
- TO:** \_\_\_\_\_
- |  |        |            |        |
|--|--------|------------|--------|
|  | Office | Caseworker | Number |
|--|--------|------------|--------|

**RE: REFERRAL AND AUTHORIZATION TO RELEASE INFORMATION**

- I.  **EDA/Service Provider REQUEST FOR RELEASE OF INFORMATION**  
 The applicant identified in Section III has applied for Workforce Investment Act (WIA) and/or American Recovery and Reinvestment Act services. Please provide the information in Section III.
- II.  **DPSS/CalWORKs GAIN**  
 The DPSS/CalWORKs GAIN recipient identified in Section III is referred for consideration as follows:  
 Year-Round Youth Services  Summer Youth Services  
 Other (Specify) \_\_\_\_\_
- III.  **AUTHORIZATION TO RELEASE INFORMATION**  
 I authorize the Department of Public Social Services (DPSS) to release the following information to Riverside County EDA or its Service Providers in order to establish my eligibility for WIA/ARRA programs:

**Applicant's Name:** \_\_\_\_\_

First	MI	Last
-------	----	------

**Social Security No.:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**CalWORKs GAIN Case Name:** \_\_\_\_\_

First	MI	Last
-------	----	------

**Case No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_

**Date Aid Started:** \_\_\_\_\_ **If terminated, date:** \_\_\_\_\_

**GAIN Registrant:**  Yes  No **Right to Work in U.S.?**  Yes  No

**Type of Assistance:**  TANF/CalWORKs/GAIN  GR  Food Stamps  Other: \_\_\_\_\_

**Amount of Grant:** \$ \_\_\_\_\_

**FAMILY MEMBERS IN THE GRANT:**

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
 Recipient's Signature Date

\_\_\_\_\_  
 CalWORKs GAIN Caseworker's Signature Date

**Important Instructions:** In order for Service Providers to determine program eligibility, the applicant must bring the following items, along with this Interdepartmental Letter (check-off all accompanying items):

Birth Certificate     
  Social Security Card     
  Photo ID

**Exhibit B –**

2010 SWEP/STEP Invoice

## Riverside County 2010 STEP – Contractor Invoice

Participant Name:	
Contractor:	
For Services Rendered: (Enter Dates) From _____ to _____	
Total Hours Worked:	
Wage Rate:	
Amount earned:	
35% of Amount Earned:	
Total Due (earned + 35%):	

**Certification:**

The above represents an invoice for actual expenses incurred in the performance of the above referenced agreement. I hereby attest that all information provided, including the attachments, is correct, matches program financial records, and that the cash required was, and will be, disbursed only in accordance with the conditions of the agency's agreement with Riverside County EDA Workforce Development Division. Approved by and Prepared by must be certified by different people.

Approver's Signature:	Approver's Title:
Print Name (Approver):	Date Approved:
Preparer's Signature:	Preparer's Title:
Print Name (Preparer):	Contractor Telephone Number:
Reviewed By (County Staff):	Date:



Exhibit C –  
Youth Employee Timesheets

## YOUTH EMPLOYEE TIME SHEET

PAID       UNPAID

Employee Name:		Start of Pay Period / /	End of Pay Period / /
Social Security:		Job Title:	
Provider Agency:		Worksite:	
Employer Identification Number:	Supervisor Name:	Supervisor Telephone #:	

**PRINT AND USE BLACK OR BLUE INK ONLY. WHITE OUT IS NOT ALLOWED. FILL OUT COMPLETELY IN ORDER FOR REIMBURSEMENT NOT TO BE DELAYED.**

- Participant is responsible for printing legibly. (Illegible time cards will be returned unprocessed. Paychecks will be delayed.)
- Participant is responsible for signing this time card and for obtaining the supervisor's signature at the end of the pay period.
- Participant is responsible for accounting for each day in the pay period, including absences, weekends, and holidays.

A = Absent      X = Weekend or Non-Work Day      H = Holiday

Date	TIME IN	Lunch		TIME OUT	TOTAL
		Out	In		
<b>TOTAL HOURS WORKED</b>					
<b>ASSIGNED SUPERVISOR INFORMATION</b>					
Supervisor Hourly Pay Rate		Supervisor Benefit Rate (%)		Total # Hours Supervised Employee this pay period	

**Progress Report**  
 Progress of Skills Achieved During a Two-Week Period: Worksite Supervisor must complete and review with Trainee every two weeks and submit to the Service Provider.

Work Readiness Skills	Progress	Comments
World of Work Skills	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Allocates Resources Skills	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Interpersonal Skills	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Actual Task Performance	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Familiarity with Procedures and Tools	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Information Management Skills	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Technology	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	

I certify that the above information is accurate for the current pay period and the information has been reviewed with the Participant:

\_\_\_\_\_  
 Participant Signature                      Date                      Worksite Supervisor Signature                      Date                      Program Provider Signature                      Date

Exhibit D –

Internet and Other Resources

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>
Excluded Parties List System	<a href="http://www.epls.gov">http://www.epls.gov</a>
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.archives.gov/index.html">http://www.archives.gov/index.html</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>
EDA Program Monitoring Policy	<a href="http://www.rivcowib.org/Portals/0/docs/procurement/policies/17-01.pdf">http://www.rivcowib.org/Portals/0/docs/procurement/policies/17-01.pdf</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/oasam">http://www.dol.gov/oasam</a>
DOL/OASAM Indirect Cost Rate Determination Guide	<a href="http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm">http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.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">http://www.whitehouse.gov/omb/circulars</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://www.ignet.gov">http://www.ignet.gov</a>
DOL. Employment and Training Administration (ETA) site.	<a href="http://www.doleta.gov">http://www.doleta.gov</a>

OMB CIRCULARS, RELATED REGULATIONS  
 AND INTERNET RESOURCES

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

Exhibit E –  
Resource List for Applicable Laws, Rules and Regulations

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 American Recovery and Reinvestment Act (ARRA of 2009) (Public Law 111-5)

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

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

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
  - 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.

Jobs for Veterans Act (Public Law 107.288): By signing this agreement, the Contractor hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.

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

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.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: May 18, 2010

Subject: Surplus Property

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

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

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

## Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	PRINTER	LJ5M	HNJ156132990	009305
1	GATEWAY	CPU	E4200	003031910	011228
1	GATEWAY	CPU	E3110	0010112268	011320
1	EPSON	PRINTER	COLOR 800	3HR0096429	011899
1	GATEWAY	CPU	E4200	13997654	013324
1	GATEWAY	CPU	E4200	00456457961	013868
1	GATEWAY	CPU	E4200-500	0016935100	014812
1	ACT	CPU	ACP-MT3	27428	014999
1	GATEWAY	MONITOR	EV910	19016B083793	015105
1	GATEWAY	CPU	E4200-800	0019149238	015179
1	SHARP	VCR	XA705	004727003	015811
1	SHARP	VCR	XA705	004726650	015813
1	DELL	CPU	XPS B800	4J02701	016386
1	DELL	CPU	XPS B800	GDL0701	016432
1	MACINTOSH	CPU	G4	XB0290MFJ3B	016543
1	DELL	CPU	4100	20MKB01	016586
1	DELL	MONITOR	M991	MX049VYR478010CDH2M2	016587
1	DELL	CPU	4100	H5QKB01	016589
1	GATEWAY	CPU	E4400	0004546113	016800
1	GATEWAY	CPU	E4400	0005465413	016802
1	GATEWAY	CPU	E4200	00055413599	016808
1	GATEWAY	MONITOR	EV700	MU17026CM9773	017082
1	CANON	FAX MACHINE	9000L	UYS34485	017111
1	GATEWAY	LAPTOP	SOLO 9300	0023272261	017439
1	KDS	MONITOR	V. SENSATIONS	0202031837	017963
1	GATEWAY	CPU	E3600	0025963648	018601
1	GATEWAY	CPU	E3600	0025963635	018602
1	GATEWAY	CPU	E3600	0025963658	018603
1	GATEWAY	CPU	E3600	0025963634	018605
1	GATEWAY	CPU	E3600	0025963657	018606
1	GATEWAY	CPU	E3600	0025963643	018607
1	GATEWAY	CPU	E3600	0025963642	018608
1	GATEWAY	CPU	E3600	0025963649	018609
1	GATEWAY	CPU	E3600	0025963646	018610
1	GATEWAY	CPU	E3600	0025963656	018611
1	GATEWAY	CPU	E3600	0025963662	018612
1	GATEWAY	CPU	E3600	0025963651	018613
1	GATEWAY	CPU	E3600	0025963650	018614
1	GATEWAY	CPU	E3600	0025963663	018615
1	GATEWAY	CPU	E3600	0025963644	018616
1	GATEWAY	CPU	E3600	0025963640	018617
1	GATEWAY	CPU	E3600	0025963636	018618
1	GATEWAY	CPU	E3600	0025963660	018619
1	GATEWAY	CPU	E3600	0025963668	018620
1	GATEWAY	CPU	E3600	0025963666	018621
1	GATEWAY	CPU	E3600	0025963667	018622
1	GATEWAY	CPU	E3600	0025963669	018623
1	GATEWAY	CPU	E3600	0025963637	018624
1	GATEWAY	CPU	E3600	0025963659	018625
1	GATEWAY	CPU	E3600	0025963647	018626
1	GATEWAY	CPU	E3600	0025963665	018627
1	GATEWAY	CPU	E3600	0025963645	018628

### Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E3600	0025963664	018629
1	GATEWAY	CPU	E3600	0025963638	018630
1	GATEWAY	CPU	E3600	0025963654	018631
1	GATEWAY	CPU	E3600	0025963639	018632
1	GATEWAY	CPU	E3600	0025963653	018633
1	GATEWAY	CPU	E3600	0025963661	018634
1	GATEWAY	CPU	E3600	0025963641	018635
1	GATEWAY	CPU	E3600	0025963655	018636
1	GATEWAY	MONITOR	FPD1520	LIC151B5502	018637
1	GATEWAY	MONITOR	FPD1520	LIC149B2217	018638
1	GATEWAY	MONITOR	FPD1520	LIC151B5485	018639
1	GATEWAY	MONITOR	FPD1520	LIC151B5516	018640
1	GATEWAY	MONITOR	FPD1520	LIC151B5458	018641
1	GATEWAY	MONITOR	FPD1520	LIC151B5499	018642
1	GATEWAY	MONITOR	FPD1520	LIC151B5513	018643
1	GATEWAY	MONITOR	FPD1520	LIC151B5507	018644
1	GATEWAY	MONITOR	FPD1520	LIC151B5518	018645
1	GATEWAY	MONITOR	FPD1520	LIC151B5517	018646
1	GATEWAY	MONITOR	FPD1520	LIC151B5496	018647
1	GATEWAY	MONITOR	FPD1520	LIC151B5498	018648
1	GATEWAY	MONITOR	FPD1520	LIC151B5489	018649
1	GATEWAY	MONITOR	FPD1520	LIC151B5486	018650
1	GATEWAY	MONITOR	FPD1520	LIC151B5514	018651
1	GATEWAY	MONITOR	FPD1520	LIC151B5511	018652
1	GATEWAY	MONITOR	FPD1520	LIC151B5508	018654
1	GATEWAY	MONITOR	FPD1520	LIC151B5492	018655
1	GATEWAY	MONITOR	FPD1520	LIC151B5519	018656
1	GATEWAY	MONITOR	FPD1520	LIC151B5509	018657
1	GATEWAY	MONITOR	FPD1520	LIC151B5488	018658
1	GATEWAY	MONITOR	FPD1520	LIC151B5515	018659
1	GATEWAY	MONITOR	FPD1520	LIC151B5500	018660
1	GATEWAY	MONITOR	FPD1520	LIC151B5505	018661
1	GATEWAY	MONITOR	FPD1520	LIC151B5495	018662
1	GATEWAY	MONITOR	FPD1520	LIC151B5501	018663
1	GATEWAY	MONITOR	FPD1520	LIC151B5504	018664
1	GATEWAY	MONITOR	FPD1520	LIC151B5503	018665
1	GATEWAY	MONITOR	FPD1520	LIC151B5506	018666
1	GATEWAY	MONITOR	FPD1520	LIC151B5493	018667
1	GATEWAY	MONITOR	FPD1520	LIC151B5491	018668
1	GATEWAY	MONITOR	FPD1520	LIC151B5490	018669
1	GATEWAY	MONITOR	FPD1520	LIC151B5487	018670
1	GATEWAY	MONITOR	FPD1520	LIC151B5484	018671
1	GATEWAY	MONITOR	FPD1520	LIC151B5494	018672
1	OCE	COPIER	3055	2536	018689
1	PANASONIC	SCANNER	2065	61317CB1206	018726
1	GATEWAY	CPU	E4650	0025711627	018824
1	3D SYSTEMS	PRINTER	THERMOJET	99DC0021	018873
1	GATEWAY	CPU	E3600	0026865861	019132
1	GATEWAY	MONITOR	FPD1520	LIC21171173	019133
1	GATEWAY	CPU	E4600	0025523883	019307
1	NEC	MONITOR	LCD1550V	2Y03762TA	019969
1	NEC	MONITOR	LCD1550V	2Y03846TA	019970

### Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	NEC	MONITOR	LCD1550V	2Y03750TA	019973
1	NEC	MONITOR	LCD1550V	2Y03759TA	019975
1	HP	PRINTER	5100TN	CNBR213920	020030
1	GATEWAY	MONITOR	VX1120	210205915	020064
1	GATEWAY	CPU	E4200	MJKH021455	020822
1	OCE	PHOTOCOPIER	3055	02145993	020834
1	PANASONIC	CANNER	KVS2065	1319CB1394	020947
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018135	022505
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018125	022506
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018124	022507
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018134	022508
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018123	022509
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018129	022510
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018132	022511
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018136	022512
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018128	022513
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018118	022514
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018126	022515
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018127	022516
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018137	022517
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018148	022518
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018145	022519
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018140	022520
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018130	022521
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018147	022522
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018077	022523
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018138	022524
1	GATEWAY	MONITOR	FPD1530	MUL5022B0013838	022525
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018143	022526
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018150	022527
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018141	022528
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018131	022529
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018133	022530
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018146	022531
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018142	022532
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018152	022533
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018139	022534
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018149	022535
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018144	022536
1	GATEWAY	MONITOR	FPD1530	MUL5022B0014100	022537
1	GATEWAY	MONITOR	FPD1530	MUL5022B0014108	022538
1	GATEWAY	MONITOR	FPD1530	MUL5022B0018151	022539
1	GATEWAY	MONITOR	FPD1530	MUL5022B0014099	022540
1	GATEWAY	CPU	PROFILE	0032654107	022828
1	PANASONIC	SCANNER	KVS2065I	6144XDE1588	024511
1	GATEWAY	PROFILE	PROFILE 5	0034771041	026447
1	ISUZU	TRUCK	4051	JAABI14A9H0734051	027234
1	GESTETNER	COPIER	3235	1B31880157	031831
1	GATEWAY	LAPTOP	M685E	GWPFGT70708	033542
1	PHASER	PRINTER	8560	FBT049272F	034362
1	LEXMARK	PRINTER	X4270	0215Y593857	038225

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: May 18, 2010

Subject: Notices of Completion

Background: Facilities Planning, Design and Construction staff reports that the following projects, previously approved by the Board of Trustees, are now complete.

<u>Project</u>	<u>Contractor</u>	<u>Location</u>
Phase III, Industrial Technology Center Project - Fire Protection	Dart Company, Inc.	San Bernardino
Phase III, Industrial Technology Center Project - Floor Coverings	Donald Hoover Co.	Fontana
Phase III, Industrial Technology Project - Electrical	Budget Electrical Contractors	San Bernardino
Norco Replacement Sealant Project	FMP Contractors	Garden Grove
MVC Laboratories Remodel	Couts Heating & Cooling	Corona
Re-Roofing Project, Spruce St., Systems Office & Heating Building	Cabral Roofing	Garden Grove

Recommended Action: It is recommended that the Board of Trustees: 1) accept the projects listed as complete; 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and 3) authorize the Board President to sign the Notices.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: May 18, 2010

Subject: Notices of Completion (continued)

Prepared by: Curt Mitchell  
Vice President, Business Services  
Norco College

Norm Godin  
Vice President, Business Services  
Riverside College

Reagan Romali  
Vice President, Business Services  
Moreno Valley College

Doretta Sowell  
Purchasing Manager



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

Name Dr. James L. Buysse,  
Vice Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
	<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 05/18/2010. The work done was:  
Phase III, Industrial Technology Center Project, Fire Protection, Trade Portion DSA File# 33-C1 DSA A# 04-108588

- The name of the contractor, if any, for such work of improvement was Daart Company, Inc.

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is Riverside Community College, Norco Campus, 2001 Third Street, Norco, CA 92860

(If no street address has been officially assigned, insert "none")

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

**Riverside Community College District  
President, Board of Trustees**

Signature of owner of corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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

Name Dr. James L. Buysse,  
Vice Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 05/18/2010. The work done was:  
Phase III, Industrial Technology Center Project, Floor Coverings, Trade Portion DSA File# 33-C1 DSA A# 04-108588
- The name of the contractor, if any, for such work of improvement was Donald Hoover Co.  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus
- The street address of said property is Riverside Community College, Norco Campus, 2001 Third Street, Norco, CA 92860  
(If no street address has been officially assigned, insert "none")

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

Riverside Community College District  
President, Board of Trustees

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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

Name Dr. James L. Buysse,  
Vice Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
None	

- A work of improvement on the property hereinafter described was completed on 05/18/2010. The work done was:  
Phase III, Industrial Technology Center Project, Electrical, Trade Portion DSA File# 33-C1 DSA A# 04-108588

- The name of the contractor, if any, for such work of improvement was Budget Electrical Contractors

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is Riverside Community College, Norco Campus, 2001 Third Street, Norco, CA 92860  
(If no street address has been officially assigned, insert "none")

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

Riverside Community College District  
President, Board of Trustees

Signature of owner of corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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

Name Dr. James L. Buysse,  
Vice Chancellor, Admin. & Finance  
Street Address 4800 Magnolia Ave.  
City & State Riverside  
CA 92506

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Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 05/18/2010. The work done was:  
Norco Replacement Sealant Project

- The name of the contractor, if any, for such work of improvement was FMP Contractors  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)

- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is Riverside Community College, Norco Campus, 2001 Third Street, Norco, CA 92860  
(If no street address has been officially assigned, insert "none")

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

Riverside Community College District  
President, Board of Trustees

Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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Riverside Community College District  
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Vice Chancellor, Admin. & Finance  
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City & State Riverside  
CA 92506

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**NOTICE OF COMPLETION**

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
None	

- A work of improvement on the property hereinafter described was completed on 05/18/2010. The work done was:  
Laboratories Remodel, Moreno Valley

- The name of the contractor, if any, for such work of improvement was Couts Heating & Cooling

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Moreno Valley,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is 16110 LaSalle Street, Moreno Valley, CA 92551

(If no street address has been officially assigned, insert "none")

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

Riverside Community College District  
President, Board of Trustees

Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

**VERIFICATION**

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

("President of," "Manager of," "A partner of," "Owner of," etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.

(Date of signature)

(City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

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- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 10/20/2009. The work done was:  
Re-Roofing Project Spruce Street, Systems Office & Heating Building
- The name of the contractor, if any, for such work of improvement was Cabral Roofing  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Riverside,  
County of Riverside, State of California, and is described as follows: College Campus
- The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506  
(If no street address has been officially assigned, insert "none")

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

Riverside Community College District

Signature of owner of corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Administration and Finance, Dr. James L. Buysse, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. V-A-7-c

Date: May 18, 2010

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

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

<u>Vendor</u>	<u>Contract No.</u>	<u>Description</u>	<u>Total</u>
Steelcase, Inc.	NJPA #011707	Office furniture, workstations, storage, shelving, and related equipment	\$280,000
Haworth, Inc.	FCCC #CB09-101	Desks, chairs, bookcases, cabinets, lounge seating, conference tables, whiteboards and tack boards	\$200,000

Recommended Action: It is recommended that the Board of Trustees approve using the National Joint Powers Alliance and Foundation for California Community Colleges Agreements to purchase furniture and equipment from Steelcase, Inc. in the amount of \$280,000 and Haworth Inc. in the amount of \$200,000 for the Norco Student Success Center Building project using the current measure C project budget.

Gregory W. Gray  
Chancellor

Prepared by: Curt Mitchell  
Vice President, Business Services  
Norco College

Doretta Sowell  
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 18, 2010

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2009 through April 30, 2010. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: May 18, 2010

Subject: Monthly Financial Report (continued)

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 139,809,817	\$ 138,568,478	\$ 138,618,478	\$ 99,336,207
Intrafund Transfer from District Bookstore (Resource 1110)	<u>390,000</u>	<u>390,000</u>	<u>390,000</u>	<u>100,000</u>
Total Revenues	<u>\$ 140,199,817</u>	<u>\$ 138,958,478</u>	<u>\$ 139,008,478</u>	<u>\$ 99,436,207</u>
Expenditures				
Academic Salaries	\$ 69,640,732	\$ 65,197,508	\$ 65,032,497	\$ 52,788,158
Classified Salaries	30,284,045	31,721,873	31,580,749	25,385,493
Employee Benefits	26,024,205	26,858,967	26,913,200	20,426,491
Materials & Supplies	2,470,162	2,465,067	2,577,539	1,809,362
Services	13,259,321	13,773,762	13,593,067	9,309,981
Capital Outlay	2,248,302	822,930	1,112,187	636,428
Intrafund Transfers For:				
DSP&S Program (Resource 1190)	522,091	665,157	665,157	498,868
Federal Work Study (Resource 1190)	224,892	177,291	177,291	134,659
Instr. Equipment Match (Resource 1190)	73,259	22,004	22,004	22,004
Performance Riverside (Resource 1090)	193,257	193,257	193,257	144,943
ARRA Stimulus Backfill (Resource 1190)	0	454,608	454,608	454,608
General Fund Backfill (Resource 1190)	<u>0</u>	<u>1,495,042</u>	<u>1,495,042</u>	<u>1,495,042</u>
Interfund Transfer to:				
Resource 3300	365,000	372,761	372,761	264,571
Resource 6100	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>187,500</u>
Total Expenditures	<u>\$ 145,555,266</u>	<u>\$ 144,470,227</u>	<u>\$ 144,439,359</u>	<u>\$ 113,558,108</u>
Revenues Over (Under) Expenditures	\$ (5,355,449)	\$ (5,511,749)	\$ (5,430,881)	\$ (14,121,901)
Beginning Fund Balance	<u>19,259,076</u>	<u>13,903,627</u>	<u>13,822,759</u>	<u>13,822,759</u>
Ending Fund Balance	<u>\$ 13,903,627</u>	<u>\$ 8,391,878</u>	<u>\$ 8,391,878</u>	<u>\$ (299,142)</u>
Ending Cash Balance				<u><u>\$ 11,130,860</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,073,629	\$ 1,963,300	\$ 1,963,300	\$ 1,898,916
Expenditures				
Classified Salaries	\$ 1,121,929	\$ 1,202,016	\$ 1,202,016	\$ 880,835
Employee Benefits	330,845	372,816	372,816	258,350
Materials & Supplies	80,743	80,174	71,525	23,982
Services	360,902	392,293	399,293	242,921
Capital Outlay	93,660	70,003	71,652	41,477
Total Expenditures	\$ 1,988,079	\$ 2,117,302	\$ 2,117,302	\$ 1,447,565
Revenues Over (Under) Expenditures	\$ 85,550	\$ (154,002)	\$ (154,002)	\$ 451,351
Beginning Fund Balance	221,160	306,710	306,710	306,710
Ending Fund Balance	\$ 306,710	\$ 152,708	\$ 152,708	\$ 758,061
Ending Cash Balance				\$ 689,533

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**MONTHLY FINANCIAL REPORT**  
**FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,712,767	\$ 1,537,294	\$ 1,537,294	\$ 1,450,368
Expenditures				
Academic Salaries	\$ 161,883	\$ 262,405	\$ 262,405	\$ 206,152
Classified Salaries	494,582	558,354	555,979	421,123
Employee Benefits	157,660	199,752	199,752	142,742
Materials & Supplies	81,993	100,386	100,386	65,036
Services	214,631	286,785	289,160	172,653
Capital Outlay	44,314	94,478	94,478	11,319
Total Expenditures	\$ 1,155,063	\$ 1,502,160	\$ 1,502,160	\$ 1,019,025
Revenues Over (Under) Expenditures	\$ 557,704	\$ 35,134	\$ 35,134	\$ 431,343
Beginning Fund Balance	1,115,304	1,673,008	1,673,008	1,673,008
Ending Fund Balance	\$ 1,673,008	\$ 1,708,142	\$ 1,708,142	\$ 2,104,351
Ending Cash Balance				\$ 2,016,350

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 742,448	\$ 751,500	\$ 751,500	\$ 629,790
Expenditures				
Academic Salaries	\$ 4,286	\$ 4,272	\$ 4,272	\$ 3,560
Classified Salaries	287,505	266,398	265,369	226,906
Employee Benefits	70,257	71,088	71,088	53,803
Materials & Supplies	4,621	3,200	4,760	3,398
Services	380,528	350,040	349,509	312,716
Total Expenditures	\$ 747,197	\$ 694,998	\$ 694,998	\$ 600,383
Revenues Over (Under) Expenditures	\$ (4,749)	\$ 56,502	\$ 56,502	\$ 29,407
Beginning Fund Balance	(56,591)	(61,340)	(61,340)	(61,340)
Ending Fund Balance	\$ (61,340)	\$ (4,838)	\$ (4,838)	\$ (31,933)
Ending Cash Balance				\$ (30,050)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 731,313	\$ 715,090	\$ 715,090	\$ 539,850
Intrafund Transfer from General Operating (Resource 1000)	<u>193,257</u>	<u>193,257</u>	<u>193,257</u>	<u>144,943</u>
Total Revenues	<u>\$ 924,570</u>	<u>\$ 908,347</u>	<u>\$ 908,347</u>	<u>\$ 684,793</u>
Expenditures				
Classified Salaries	\$ 337,723	\$ 321,945	\$ 321,945	\$ 245,169
Employee Benefits	106,729	111,854	111,854	84,325
Materials & Supplies	31,579	31,500	33,000	15,704
Services	<u>480,224</u>	<u>431,380</u>	<u>429,880</u>	<u>329,182</u>
Total Expenditures	<u>\$ 956,255</u>	<u>\$ 896,679</u>	<u>\$ 896,679</u>	<u>\$ 674,380</u>
Revenues Over (Under) Expenditures	\$ (31,685)	\$ 11,668	\$ 11,668	\$ 10,413
Beginning Fund Balance	<u>(737,157)</u>	<u>(768,842)</u>	<u>(768,842)</u>	<u>(768,842)</u>
Ending Fund Balance	<u>\$ (768,842)</u>	<u>\$ (757,174)</u>	<u>\$ (757,174)</u>	<u>\$ (758,429)</u>
Ending Cash Balance				<u>\$ (753,514)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,012,983	\$ 917,500	\$ 917,500	\$ 444,099
Expenditures				
Services	\$ 43,795	\$ 43,775	\$ 43,775	\$ 32,826
Interfund Transfer to Food Services (Resource 3200)	676,930	529,809	529,809	397,357
Intrafund Transfer to General Operating (Resource 1000)	390,000	390,000	390,000	100,000
Total Expenditures	\$ 1,110,725	\$ 963,584	\$ 963,584	\$ 530,183
Revenues Over (Under) Expenditures	\$ (97,742)	\$ (46,084)	\$ (46,084)	\$ (86,084)
Beginning Fund Balance	194,541	96,799	96,799	96,799
Ending Fund Balance	\$ 96,799	\$ 50,715	\$ 50,715	\$ 10,715
Ending Cash Balance				\$ 10,715

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 138,662	\$ 266,000	\$ 266,000	\$ 131,421
Expenditures				
Classified Salaries	\$ 104,372	\$ 141,278	\$ 98,278	\$ 69,197
Employee Benefits	31,197	48,151	41,151	22,671
Materials & Supplies	3,279	4,211	4,571	1,441
Services	57,359	103,261	152,901	99,250
Total Expenditures	\$ 196,207	\$ 296,901	\$ 296,901	\$ 192,559
Revenues Over (Under) Expenditures	\$ (57,545)	\$ (30,901)	\$ (30,901)	\$ (61,138)
Beginning Fund Balance	141,149	83,604	83,604	83,604
Ending Fund Balance	\$ 83,604	\$ 52,703	\$ 52,703	\$ 22,466
Ending Cash Balance				\$ 24,337



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,027,640	\$ 2,028,225	\$ 2,028,225	\$ 317,609
Expenditures				
Services	\$ 122,944	\$ 125,100	\$ 125,100	\$ 112,206
Capital Outlay	0	0	4,166,634	131,450
Total Expenditures	\$ 122,944	\$ 125,100	\$ 4,291,734	\$ 243,656
Revenues Over (Under) Expenditures	\$ 1,904,696	\$ 1,903,125	\$ (2,263,509)	\$ 73,953
Beginning Fund Balance	5,659,416	7,564,112	7,564,112	7,564,112
Ending Fund Balance	\$ 7,564,112	\$ 9,467,237	\$ 5,300,603	\$ 7,638,065
Ending Cash Balance				\$ 7,019,782

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 27,253,987	\$ 31,212,962	\$ 15,534,224
Intrafund Transfers from General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	498,868
For Federal Work Study	187,408	177,291	177,291	134,659
For Instructional Equipment	87,243	22,004	22,004	22,004
For ARRA Federal Stimulus Backfill	0	454,608	454,608	454,608
For General Fund Backfill	0	1,495,042	1,495,042	1,495,042
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 30,068,089</u>	<u>\$ 34,027,064</u>	<u>\$ 18,139,405</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 5,328,041	\$ 5,902,348	\$ 3,196,119
Classified Salaries	6,775,599	9,631,961	10,350,043	6,778,213
Employee Benefits	2,888,546	4,170,691	4,422,257	2,566,092
Materials & Supplies	1,521,925	1,811,244	2,476,185	633,172
Services	3,059,959	7,174,103	8,326,538	2,917,627
Capital Outlay	1,781,586	3,224,405	3,819,679	1,692,777
Scholarships	25,500	13,212	33,572	33,572
Student Grants (Financial, Book, Meal, Transportation)	325,290	456,560	438,570	220,346
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 31,810,217</u>	<u>\$ 35,769,192</u>	<u>\$ 18,037,918</u>
Revenues Over (Under) Expenditures	\$ 0	\$ (1,742,128)	\$ (1,742,128)	\$ 101,487
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ (1,742,128)</u>	<u>\$ (1,742,128)</u>	<u>\$ 101,487</u>
Ending Cash Balance				<u>\$ 154,732</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,367,091	\$ 1,527,874	\$ 1,572,874	\$ 1,309,360
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	<u>676,930</u>	<u>529,809</u>	<u>529,809</u>	<u>397,357</u>
Total Revenues	<u>\$ 2,044,021</u>	<u>\$ 2,057,683</u>	<u>\$ 2,102,683</u>	<u>\$ 1,706,717</u>
Expenditures				
Classified Salaries	\$ 687,645	\$ 745,786	\$ 745,786	\$ 615,981
Employee Benefits	286,991	324,520	324,520	242,815
Materials & Supplies	736,518	776,800	821,800	628,488
Services	286,559	208,971	208,971	150,554
Capital Outlay	<u>60,693</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	<u>\$ 2,058,406</u>	<u>\$ 2,056,077</u>	<u>\$ 2,101,077</u>	<u>\$ 1,637,838</u>
Revenues Over (Under) Expenditures	\$ (14,385)	\$ 1,606	\$ 1,606	\$ 68,879
Beginning Fund Balance	<u>159,294</u>	<u>144,909</u>	<u>144,909</u>	<u>144,909</u>
Ending Fund Balance	<u>\$ 144,909</u>	<u>\$ 146,515</u>	<u>\$ 146,515</u>	<u>\$ 213,788</u>
Ending Cash Balance				<u>\$ 191,981</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,377,947	\$ 1,350,790	\$ 1,350,790	\$ 1,125,423
Interfund Transfer from General Operating (Resource 1000)	<u>365,000</u>	<u>372,761</u>	<u>372,761</u>	<u>264,571</u>
Total Revenues	<u>\$ 1,742,947</u>	<u>\$ 1,723,551</u>	<u>\$ 1,723,551</u>	<u>\$ 1,389,994</u>
Expenditures				
Academic Salaries	\$ 996,132	\$ 1,015,374	\$ 987,245	\$ 768,899
Classified Salaries	331,172	342,641	354,641	278,080
Employee Benefits	220,824	255,974	255,974	190,626
Materials & Supplies	64,923	72,209	64,674	46,558
Services	61,576	89,199	112,863	56,363
Capital Outlay	<u>15,527</u>	<u>650</u>	<u>650</u>	<u>649</u>
Total Expenditures	<u>\$ 1,690,154</u>	<u>\$ 1,776,047</u>	<u>\$ 1,776,047</u>	<u>\$ 1,341,175</u>
Revenues Over (Under) Expenditures	\$ 52,793	\$ (52,496)	\$ (52,496)	\$ 48,819
Beginning Fund Balance	<u>62,345</u>	<u>115,138</u>	<u>115,138</u>	<u>115,138</u>
Ending Fund Balance	<u>\$ 115,138</u>	<u>\$ 62,642</u>	<u>\$ 62,642</u>	<u>\$ 163,957</u>
Ending Cash Balance				<u>\$ 174,844</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 13,148,656	\$ 56,650,208	\$ 57,071,208	\$ 1,573,978
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	485,338	0	0	0
Total Revenues	\$ 13,633,994	\$ 56,650,208	\$ 57,071,208	\$ 1,573,978
Expenditures				
Services	\$ 66,010	\$ 0	\$ 0	\$ 0
Capital Outlay	13,158,844	57,612,066	58,033,066	4,419,312
Total Expenditures	\$ 13,224,854	\$ 57,612,066	\$ 58,033,066	\$ 4,419,312
Revenues Over (Under) Expenditures	\$ 409,140	\$ (961,858)	\$ (961,858)	\$ (2,845,334)
Beginning Fund Balance	552,718	961,858	961,858	961,858
Ending Fund Balance	\$ 961,858	\$ 0	\$ 0	\$ (1,883,476)
Ending Cash Balance				\$ (1,905,132)

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

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

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 12	\$ 1,115,688	\$ 1,661,088	\$ 4
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,661,076	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,661,076	\$ 0
Revenues Over (Under) Expenditures	\$ 12	\$ 12	\$ 12	\$ 4
Beginning Fund Balance	533	545	545	545
Ending Fund Balance	\$ 545	\$ 557	\$ 557	\$ 549
Ending Cash Balance				\$ 549

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 276,545	\$ 185,000	\$ 185,000	\$ 77,739
Expenditures				
Services	\$ 31,839	\$ 10,000	\$ 10,000	\$ 2,318
Capital Outlay	24,470	1,641,618	1,641,618	46,211
Total Expenditures	\$ 56,309	\$ 1,651,618	\$ 1,651,618	\$ 48,529
Revenues Over (Under) Expenditures	\$ 220,236	\$ (1,466,618)	\$ (1,466,618)	\$ 29,210
Beginning Fund Balance	12,043,744	12,263,980	12,263,980	12,263,980
Ending Fund Balance	<u>\$ 12,263,980</u>	<u>\$ 10,797,362</u>	<u>\$ 10,797,362</u>	<u>\$ 12,293,190</u>
Ending Cash Balance				<u>\$ 11,674,907</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

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

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,846,334	\$ 6,633,783	\$ 6,633,783	\$ 487,501
Expenditures				
Classified Salaries	\$ 53,624	\$ 217,523	\$ 217,523	\$ 170,782
Employee Benefits	24,124	95,574	95,574	65,360
Materials & Supplies	2,619	0	0	0
Services	273,685	381,426	548,510	188,214
Capital Outlay	19,489,780	70,211,756	70,044,672	16,902,110
Intrafund Transfers to:				
State Construction (Resource 4100)	485,338	0	0	0
Total Expenditures	\$ 20,329,170	\$ 70,906,279	\$ 70,906,279	\$ 17,326,466
Revenues Over (Under) Expenditures	\$ (18,482,836)	\$ (64,272,496)	\$ (64,272,496)	\$ (16,838,965)
Beginning Fund Balance	86,487,241	68,004,405	68,004,405	68,004,405
Ending Fund Balance	\$ 68,004,405	\$ 3,731,909	\$ 3,731,909	\$ 51,165,440
Ending Cash Balance				\$ 51,568,842



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

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

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,857,746	\$ 4,811,500	\$ 4,811,500	\$ 4,632,787
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	187,500
Total Revenue	<u>\$ 5,107,746</u>	<u>\$ 5,061,500</u>	<u>\$ 5,061,500</u>	<u>\$ 4,820,287</u>
Expenditures				
Classified Salaries	\$ 167,605	\$ 167,071	\$ 167,071	\$ 135,999
Employee Benefits	55,445	57,744	57,744	44,922
Materials & Supplies	2,519	4,000	4,000	1,082
Services	5,322,805	5,261,404	4,421,136	3,465,776
Capital Outlay	38,292	40,000	40,000	0
Total Expenditures	<u>\$ 5,586,666</u>	<u>\$ 5,530,219</u>	<u>\$ 4,689,951</u>	<u>\$ 3,647,779</u>
Revenues Over (Under) Expenditures	\$ (478,920)	\$ (468,719)	\$ 371,549	\$ 1,172,508
Beginning Fund Balance	<u>2,990,385</u>	<u>2,511,465</u>	<u>1,671,197</u>	<u>1,671,197</u>
Ending Fund Balance	<u>\$ 2,511,465</u>	<u>\$ 2,042,746</u>	<u>\$ 2,042,746</u>	<u>\$ 2,843,705</u>
Ending Cash Balance				<u>\$ 5,018,996</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

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

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,588,973	\$ 1,558,000	\$ 1,558,000	\$ 1,253,729
Expenditures				
Classified Salaries	\$ 78,445	\$ 78,000	\$ 78,000	\$ 64,622
Employee Benefits	28,274	29,165	29,165	22,754
Materials & Supplies	0	620	620	0
Services	992,198	1,351,500	612,963	437,225
Total Expenditures	<u>\$ 1,098,917</u>	<u>\$ 1,459,285</u>	<u>\$ 720,748</u>	<u>\$ 524,601</u>
Revenues Over (Under) Expenditures	\$ 490,056	\$ 98,715	\$ 837,252	\$ 729,128
Beginning Fund Balance	<u>1,020,999</u>	<u>1,511,055</u>	<u>772,518</u>	<u>772,518</u>
Ending Fund Balance	<u>\$ 1,511,055</u>	<u>\$ 1,609,770</u>	<u>\$ 1,609,770</u>	<u>\$ 1,501,646</u>
Ending Cash Balance				<u>\$ 3,110,778</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**Associated Students of RCC**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 699,588</u>	<u>\$ 648,490</u>	<u>\$ 648,490</u>	<u>\$ 659,819</u>
Expenditures				
Materials & Supplies	<u>\$ 1,003,613</u>	<u>\$ 648,490</u>	<u>\$ 648,490</u>	<u>\$ 556,883</u>
Total Expenditures	<u>\$ 1,003,613</u>	<u>\$ 648,490</u>	<u>\$ 648,490</u>	<u>\$ 556,883</u>
Revenues Over (Under) Expenditures	\$ (304,025)	\$ 0	\$ 0	\$ 102,936
Beginning Fund Balance	<u>1,202,159</u>	<u>898,134</u>	<u>898,134</u>	<u>898,134</u>
Ending Fund Balance	<u><u>\$ 898,134</u></u>	<u><u>\$ 898,134</u></u>	<u><u>\$ 898,134</u></u>	<u><u>\$ 1,001,070</u></u>
Ending Cash Balance				<u><u>\$ 2,307,932</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

Student Financial Aid is used to record financial transactions for scholarships given to students from the Federal Pell and FSEOG Grant Programs as well as the State's Cal Grant Program.

**Student Financial Aid**

	Prior Year Actuals 7-1-08 to 6-30-09	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 24,837,204	\$ 20,963,715	\$ 20,963,715	\$ 25,043,519
Expenditures				
Other				
Scholarships and Grant Reimbursements	\$ 24,837,204	\$ 20,963,715	\$ 20,963,715	\$ 24,956,767
Total Expenditures	\$ 24,837,204	\$ 20,963,715	\$ 20,963,715	\$ 24,956,767
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 86,752
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	\$ 0	\$ 0	\$ 0	\$ 86,752
Ending Cash Balance				\$ 379,660

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED APRIL 30, 2010**

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

**RCCD Development Corporation**

	Prior Year Actuals <u>7-1-08 to 6-30-09</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7	\$ 0	\$ 0	\$ 1
Expenditures				
Services	\$ 20	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 20	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ (13)	\$ 0	\$ 0	\$ 1
Beginning Fund Balance	<u>16,252</u>	<u>16,239</u>	<u>16,239</u>	<u>16,239</u>
Ending Fund Balance	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,239</u>	<u>\$ 16,240</u>
Ending Cash Balance				<u><u>\$ 16,240</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: May 18, 2010

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

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. The CCFS-311Q compares actual information for the prior three fiscal years to projected information for the current fiscal year. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted

Resource 1080 – Community Education

Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

Resource 1180 – Redevelopment Pass-Through

Resource 1190 – Grants and Categorical Programs

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2009-2010

Quarter Ended: (Q3) Mar 31, 2010

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: James L. Buysse

CBO Phone: 951-222-8041

CBO Signature: 

Date Signed: 5-10-10

District Contact Person

Name: Bill J. Bogle, Jr.

Title: Controller

Telephone: 951-222-8041

Chief Executive Officer Name: Gregory W. Gray

CEO Signature: 

Date Signed: May 19, 2010

Electronic Cert Date: 05/06/2010

Fax: 951-222-8201

E-Mail: Bill.Bogle@rcc.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

District: (960) RIVERSIDE

CHANGE THE PERIOD ▾

Fiscal Year: 2009-2010

Quarter Ended: (Q3) Mar 31, 2010

Line	Description	As of June 30 for the fiscal year specified			Projected 2009-2010
		Actual 2006-07	Actual 2007-08	Actual 2008-09	
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	136,328,169	140,056,553	142,429,004	141,262,568
A.2	Other Financing Sources (Object 8900)	-965,504	-930,061	-814,021	-2,808,102
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	135,362,665	139,126,492	141,614,983	138,454,466
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	128,975,161	137,207,962	145,870,223	142,741,592
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	976,930	1,166,930	1,291,930	1,152,570
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	129,952,091	138,374,892	147,162,153	143,894,162
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	5,410,574	751,600	-5,547,170	-5,439,696
D.	<b>Fund Balance, Beginning</b>	12,638,845	18,049,419	18,801,019	13,253,849
D.1	Prior Year Adjustments + (-)	0	0	0	-80,868
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	12,638,845	18,049,419	18,801,019	13,172,981
E.	<b>Fund Balance, Ending (C. + D.2)</b>	18,049,419	18,801,019	13,253,849	7,733,285
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	13.9%	13.6%	9%	5.4%
<b>II. Annualized Attendance FTES:</b>					
G.1	<b>Annualized FTES (excluding apprentice and non-resident)</b>	23,967	27,526	30,969	30,840
<b>III. Total General Fund Cash Balance (Unrestricted and Restricted)</b>					
		As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010

## II. Annualized Attendance FTES:

G.1	<b>Annualized FTES (excluding apprentice and non-resident)</b>	23,967	27,526	30,969	30,840
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## III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010



H.1	Cash, excluding borrowed funds		36,206,861	23,769,151	11,396,086
H.2	Cash, borrowed funds only		0	0	5,520,889
H.3	Total Cash (H.1 + H.2)	24,882,375	36,206,861	23,769,151	16,916,975

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	141,212,568	141,262,568	93,021,042	65.8%
I.2	Other Financing Sources (Object 8900)	-2,808,102	-2,808,102	-2,582,033	91.9%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	138,404,466	138,454,466	90,439,009	65.3%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	142,772,460	142,741,592	101,671,780	71.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,152,570	1,152,570	849,427	73.7%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	143,925,030	143,894,162	102,521,207	71.2%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-5,520,564	-5,439,696	-12,082,198	
L	Adjusted Fund Balance, Beginning	13,253,849	13,172,981	13,172,981	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	7,733,285	7,733,285	1,090,783	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.4%	5.4%		

**V. Has the district settled any employee contracts during this quarter? NO**

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Total Cost Increase	% *	Permanent Total Cost Increase	Temporary Total Cost Increase	
<b>a. SALARIES:</b>					
Year 1:					
Year 2:					

	Year 3:						
<b>b. BENEFITS:</b>							
Year 1:							
Year 2:							
Year 3:							

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

**VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?** **YES**

**If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)**

The State's deferral of January through June apportionment funding until July is anticipated to caused cash flow difficulties. The District has been forced to seek emergency cash flow alternatives such as internal borrowing, and Mid-Year Tax and Revenue Anticipation Notes (TRAN).

**VII. Does the district have significant fiscal problems that must be addressed?**

**This year? YES**  
**Next year? YES**

**If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)**

FY 2009-2010  
State budget cuts in FY 08-09 and FY 09-10 left the District with a \$16.5 million budget shortfall. As a result, the District was forced to make significant cuts in section offerings, decrease discretionary expenses, and enact a hiring freeze.

The State's action of deferring apportionment funding will cause the District to experience cash flow shortages. The District was forced to secure alternate financing and implement internal borrowing measures to mitigate the impact of expected cash deficits.

FY 2010-2011

It is unknown whether growth funding proposed by the Governor in his January 2010 will materialize. If not, the District must contend with increasing costs associated with surging enrollment . In addition, with no COLA projected for the second year in a row and increasing costs associated with Step and Column movement; health and welfare benefits; and PERS, the District will be exploring budget strategies to address an expected future budget shortfall.

It is expected that the State will continue to defer apportionment funding on par with prior fiscal years. The District will be forced to secure external financing and implement internal borrowing measures to mitigate the impact of cash deficits as a result of the apportionment deferrals.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 GENERAL FUND REVENUE AND EXPENDITURE REPORT  
 FOR THE PERIOD ENDED MARCH 31, 2010

Cash Position - Unrestricted and Restricted

	<u>YTD Activity</u>
Beginning Cash, July 1, 2009	\$ 10,396,470
Net Change in Accounts Receivables	23,365,165
Net Change in Accounts Payables	(6,341,375)
Revenue and Other Financial Sources	110,322,603
Expenditures and Other Outgo	(120,825,888)
Ending Cash, December 31, 2009	<u>\$ 16,916,975</u>

Budget and Actual Activity - Unrestricted

	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>YTD Activity</u>
Revenues			
Federal	\$ 652,199	\$ 652,199	\$ 535,761
State	96,764,515	96,764,515	61,249,082
Local	43,795,854	43,845,854	31,236,199
Total Revenues	<u>141,212,568</u>	<u>141,262,568</u>	<u>93,021,042</u>
Other Financing Sources	(2,808,102)	(2,808,102)	(2,582,033)
Total Revenues	<u>138,404,466</u>	<u>138,454,466</u>	<u>90,439,009</u>
Expenditures			
Academic Salaries	\$ 65,201,780	\$ 65,041,255	\$ 48,820,164
Classified Salaries	32,451,494	32,346,662	23,340,559
Employee Benefits	27,090,060	27,136,926	18,316,292
Materials & Supplies	2,503,978	2,610,738	1,625,947
Services	14,702,218	14,606,192	8,979,898
Capital Outlay	822,930	999,819	588,920
Total Expenditures	<u>142,772,460</u>	<u>142,741,592</u>	<u>101,671,780</u>
Other Outgo - Objects	1,152,570	1,152,570	849,427
Total Expenditures and Other Outgo	<u>143,925,030</u>	<u>143,894,162</u>	<u>102,521,207</u>
Revenues Over (Under)			
Expenditures	(5,520,564)	(5,439,696)	(12,082,198)
Beginning Fund Balances	\$ 13,253,849	13,172,981	\$ 13,172,981
Ending Fund Balances	<u>\$ 7,733,285</u>	<u>\$ 7,733,285</u>	<u>\$ 1,090,783</u>
Contingency			
Unrestricted	\$ 6,833,285	\$ 6,833,285	\$ 190,783
Reserve	900,000	900,000	900,000
Total Contingency/Reserve	<u>\$ 7,733,285</u>	<u>\$ 7,733,285</u>	<u>\$ 1,090,783</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-B-1

Date: May 18, 2010

Subject: Cooperative Work Experience Education Plan

Background: In May 2008, the Board of Governors made revisions to Title 5 regulations affecting Cooperative Work Experience Education (CWEE) which did not require community college districts to formally modify the CWEE district plan. New guidance from the California Community College Chancellor's office (CCCCO) is now asking districts to implement the final set of revisions to update and to receive board approval of their CWEE plan. The update to the RCCD plan includes the following revisions:

- Section 55253, College Credit and Repetition: Allow a student to take 16 units of work experience.
- Section 55254, Student Qualifications: Students no longer have to take 7 units (including CWEE) to register for work experience.
- Section 55255, Under limited circumstances, a district work experience instructor no longer has to conduct an in-person visit with student's employer.

Recommended Action: It is recommended that the Board of Trustees approve the Cooperative Work Experience Education Plan for submittal to the CCCCCO, Division of Career and Technical Education.

Gregory W. Gray  
Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Ron Vito  
Vice President, Career and Technical Programs

California Community College District  
Cooperative Work Experience Education Plan

PART I CONTACT INFORMATION

DISTRICT/College(s) If you are a multiple college district, please indicate all colleges covered.  
Individual variations with plan details should be delineated in the appropriate sections of the plan.

Riverside City College		
Moreno Valley College		
Norco College		

Contact information for clarification any questions, such as name/contact information for person who prepared the plan, the Chief Instructional Officer, or other individual(s) designated by District. Please include Name, Title, District, Email, and Telephone

Name: Ron Vito

Title: Vice President, Career and Technical Programs

District: Riverside Community College District

Email: [ron.vito@rcc.edu](mailto:ron.vito@rcc.edu)

Phone: (951)222-8490

California Community College District  
Cooperative Work Experience Education Plan

PART II  
RESPONSES TO PLAN REQUIREMENTS

This and following sections set forth a Title 5-required element, background information as appropriate, and prompts the district's required and/or optional response.

- (1) A statement that the district has officially adopted the plan, subject to approval by the State Chancellor (§55251)

Date plan approved by local board: \_\_\_\_\_ (Please also attach Board minutes or other documentation.)

Optional comments, if any, on process for Plan development (i.e., local Academic Senate review, curriculum committee deliberations, other deliberations).

- (2) Specific description of (§55251):  
(a) District responsibilities (§55251):

Background: Title 5 criteria and requirements  
District Services. (§55255).

(a) The district shall provide sufficient services for initiating and maintaining on-the-job learning stations, coordinating the program, and supervising students. The supervision of students shall be outlined in a learning agreement coordinated by the college district under a state-approved plan. The employer and the qualified Community College Instructor/Coordinator shall share responsibility for on-the-job supervision, which shall include but not be limited to:

- (1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
- (2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.
- (3) Consultation with students in person to discuss students' educational growth on the job.

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will

California Community College District  
Cooperative Work Experience Education Plan

specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

District will comply with these requirements.

(a) District responsibilities

Background: Title 5 criteria and requirements Records. (§55256).

(a) The district shall maintain records which shall include at least the following:

- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis determining whether the student is qualified for Occupational or General Work Experience.
  - (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
  - (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
  - (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.
    - (1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
    - (2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.
    - (3) Consultation with students in person to discuss students' educational growth on the job.
- (b) Records must be maintained which are signed and dated by academic personnel documenting:
- (1) Consultation(s) in person with the employer or designated representative.
  - (2) Personal consultation(s) with the student.
  - (3) Evaluation of the student's achievement of the on-the-job learning objectives.
  - (4) The final grade.

District will comply with these requirements.

NOTE: The Chancellor's Office interprets the lack of a plural option under "type ... of Cooperative Work Experience Education..." to prohibit a student from concurrently enrolling in multiple "types" of Cooperative Work Experience Education.

California Community College District  
Cooperative Work Experience Education Plan

(b) Student responsibilities (§55251):

Background: Title 5 criteria and requirements

Student Qualifications. (§55254).

In order to participate in Cooperative Work Experience Education students shall meet the following criteria:

(a) Pursue a planned program of Cooperative Work Experience Education which, in the opinion of the Instructor/Coordinator, includes new or expanded responsibilities or learning opportunities beyond those experienced during previous employment.

(b) Have on-the-job learning experiences that contribute to their occupational or education goals.

(c) Have the approval of the academic personnel.

(d) Meet the following condition if self-employed: Identify a person who is approved by academic personnel to serve as the designated employer representative. This representative shall agree in writing to accept the following employer responsibilities:

(1) Assist the student in identifying new or expanded on-the-job learning objectives.

(2) Assist in the evaluation of the student's identified on-the-job learning objectives.

(3) Validate hours worked.

Optional: Additional comments or narrative on Student responsibilities, if any.

(E) Attend Control Class (as required)



California Community College District  
Cooperative Work Experience Education Plan

(c) Employer responsibilities (§55251)

Background: Title 5 criteria and requirements  
Records. (§55256).

- (a) The district shall maintain records which shall include at least the following:
- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis for determining whether the student is qualified for Occupational or General Work Experience.
  - (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
  - (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
  - (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.
- (b) Records must be maintained which are signed and dated by academic personnel documenting:
- (1) Consultation(s) in person with the employer or designated representative.
  - (2) Personal consultation(s) with the student.
  - (3) Evaluation of the student's achievement of the on-the-job learning objectives.
  - (4) The final grade.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations.

District will comply with these requirements.

c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements  
Consultation(s) in person with the employer. (§55255).

## California Community College District Cooperative Work Experience Education Plan

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

The approved guidelines issued by the Chancellor for Districts to substitute approved alternatives to "in person" consultations is attached.

District will use alternatives to "Consultation(s) in person," as described in Title §55255(c).

District will not use alternatives "Consultation(s) in person," as described in Title §55255(c).

Comments on "Consultation(s) in person," if any, including criteria and limits on alternatives to "Consultation(s) in person."

District will adhere to Title 5, California Code of Regulations, Section 55255(c).

d) Other cooperating agencies in the operation of the program, if any. (§55251)

Comments on other cooperating agencies in the operation of the program, if any.

(3) Specific description of each type of CWEE (§55251):

Types of Cooperative Work Experience Education (§55252)

Cooperative Work Experience Education is a district-initiated and district-controlled program of education consisting of the following types:

California Community College District  
Cooperative Work Experience Education Plan

Check all that will be offered at the district:

- (a) General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes and career awareness. The work experience need not be related to the students' educational goals.
  - (b) Occupational Work Experience Education is supervised employment extending classroom based occupational learning at an on-the-job learning station relating to the students' educational or occupational goal
  - Minor Students in Work Experience All laws or rules applicable to minors in employment relationships are applicable to minor students enrolled in work-experience education courses. (§55250.2).
  - Work Experience Programs for Students with Developmental Disabilities. (§55250.4) The governing board of any community college district which establishes and supervises a work experience education program in which students with developmental disabilities are employed in part-time jobs may use funds derived from any source, to the extent permissible by appropriate law or regulation, to pay the wages of students so employed. The Board of Governors hereby finds and declares that the authority granted by the provisions of this section is necessary to ensure that the work experience education program will continue to provide a maximum educational benefit to students, particularly students with developmental disabilities, and that such program is deemed to serve a public purpose.
  - Work Experience Education Involving Apprenticiable Occupations. (§55250.5) Work-experience education involving apprenticiable occupations shall be consistent with the purposes of chapter 4 (commencing with section 3070) of division 3 of the Labor Code and with standards established by the California Apprenticeship Council.
- (4) A description of HOW the district will (§55251)
- (a) Provide guidance services (§55251):

Describe the specifics on how district will achieve this requirement.

Counseling, guidance and advisement services are provided for Work Experience students in a variety of ways. All full-time new students are required to meet with a college counselor and discuss their education plans and course of study. Since many career technical certificates recommend one semester of Work Experience, this is an integral part of the counseling session.

In addition to full-time counselors, each academic department at the college is lead by a department chair who is available for ongoing assistance to students in the coordination of

California Community College District  
Cooperative Work Experience Education Plan

their programs. Through the department chair, the student may be referred directly to a Work Experience instructor for their specific assistance and information they require.

- (b) Assign a sufficient number of qualified certificated personnel to direct the program (§55251):

Describe the specifics on how district will achieve this requirement.

All General and Occupational Work Experience instructors are assigned by their division or program dean. Assignments are made on the basis of experience, expertise and interest in the Work Experience program.

The number of work experience students assigned to an instructor is determined by the needs of the program and the appropriate units required for faculty load. The Riverside Community College District agreement with the Riverside City College, Moreno Valley College and Norco College CTA/NEA, specifies the maximum number of work experience students per teaching units which may be assigned.

- a. A contract assignment involving the instruction and supervision of work experience classes shall be calculated on the basis that each block of ten (10) students supervised shall equal 0.0666 FTE (10 students = 0.0666 FTE). A work experience instructor employed on an hourly or an overtime basis shall be paid solely on a per student basis as set forth in Appendix H.
- b. An instructor may receive no more than 0.2000 FTE for Work Experience Supervision as overload on part-time hourly pay. Exceptions to be determined by the district.
- c. Regular and contract faculty members may carry as a portion of their contract load whatever FTE is agreed to by the District.

- (1) Initiate and maintain learning stations (§55251)

Background: Title 5 criteria and requirements (§55250)

Any program of Cooperative Work Experience Education conducted by the governing board of a community college district pursuant to this article and claimed for apportionment pursuant to sections 58051 and 58009.5 shall conform to a plan adopted by the district. The plan adopted by the district shall set forth a systematic design of Cooperative Work Experience Education whereby students, while enrolled in college, will gain realistic learning experiences through work. This plan shall be submitted to and approved by the Chancellor.

Work Experience Outside of District. (§55250.6).

## California Community College District Cooperative Work Experience Education Plan

The governing board of any community college district may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the district

### Wages and Workers' Compensation. (§55250.7).

The governing board of any community college district providing work-experience and work-study education may provide for employment under such program of students in part-time jobs by any public or private employer. Such districts may pay wages to persons receiving such training, except that no payments may be to or for private employers. Districts may provide workers' compensation insurance for students in work experience as may be necessary.

### Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations. Describe the specifics on how district will achieve this requirement.

Job learning stations shall meet the following criteria:

- A. Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- B. Job learning stations offer reasonable probability of continuous work experience for students during the current work experience enrollment term.
- C. Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- D. Employers, as required by law, agree to comply with all appropriate federal and state employment regulations.

- (2) Coordinate the program and supervise students (§55251)

## California Community College District Cooperative Work Experience Education Plan

Describe the specifics on how district will achieve this requirement.

The Associate Vice Chancellor of Career and Technical Education in conjunction with College CTE Deans, along with Work Experience faculty, will maintain and promote the program in the following manner:

- A. Develop contacts with business, industry, and governmental agencies for potential training stations.
- B. Maintain good public relations through the media and by speaking to civic, educational, governmental and service organizations.
- C. Work closely with the college counseling/career center/placement staff.
- D. Handle student instructor appeals related to Cooperative Work Experience Education.
- E. Work with advisory committees.
- F. Maintain liaison with high schools so they will be aware of the Cooperative Work Experience Program.
- G. Evaluate the Cooperative Work Experience Program from the standpoint of staff preparation, training, performance, and morale; administrative and faculty support; effectiveness of the instructor services; and adequacy of physical personnel facilities. (
- H. If needed, instructors will be assisted in fulfilling the following responsibilities:
  - 1. Solicit jobs that best suit the needs and qualifications of the students.
  - 2. Serve as liaison between the college, students, and employers.
  - 3. Assist students in developing meaningful and measurable learning objectives.
  - 4. Supervise and coordinate the placement of students.
  - 5. Consult with the employer on the job at least once each semester.
  - 6. Submit written evaluations of each student's progress each semester.
  - 7. Consult with each student in person.
  - 8. Conduct group and individualized related instruction.
  - 9. Disseminate occupational information to assist student's progress each semester.
  - 10. Advise students regarding their educational, vocational, and other job related problems.
  - 11. Make referrals to proper persons when students have special counseling problems.
  - 12. Maintain department and personal records and reports.

California Community College District  
Cooperative Work Experience Education Plan

Promote the Cooperative Work Experience Education Plan among administrators, faculty, students, employers, high school work experience instructors and guidance counselors, community organizations, and the public.

(3) Shared supervision with employer to include (at least once each term) (§55251)

(c) Assure on-the-job experiences are documented with written/measurable (§55251)

Describe the specifics on how district will achieve this requirement.

The District assures that students' on-the-job learning experiences are properly documented by requiring each Work Experience instructor to maintain the following records:

- a. The type and units of Cooperative Work Experience Education in which each student is enrolled, where employed, type of job held and the basis for determining whether the student is qualified for Occupational or General Work Experience Education.
- b. The firm or agency representative report of the student hours and a performance rating. Work hours may be verified by weekly or monthly time sheets, or by a summary statement at the end of the semester.
- c. New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade signed by the instructor, employer or designated representative, and student.
- d. Records must be maintained which are signed and dated by certificated personnel documenting:
  1. Consultation(s), in person, with the employer or designated representative.
  2. Personal consultation(s) with the student.
  3. Evaluation of the student's achievement of the on-the-job learning objectives.
  4. The final grade.

At the beginning of each semester, all Work Experience instructors meet with their respective division or program dean and review the requirements for adequate documentation. The District requires the student to purchase a Work Experience packet through the bookstore which includes objective forms which document and verify the formulation of acceptable learning objectives.

During the final two weeks of each semester, all Work Experience instructors submit all required forms and documentation, with appropriate signatures, to their division or program dean. The dean or his/her designee then examines all materials to assure they are complete and contain all required verifications.

(d) Evaluate with employer, student's learning experiences (§55251):

## California Community College District Cooperative Work Experience Education Plan

Describe the specifics on how district will achieve this requirement.

It is the policy of Riverside Community College District's Work Experience program that students receive direction and assistance in the formulation of their learning objectives early in the semester. Instruction is provided in class, as well as supplementary information contained in the Student Handbook for Cooperative Work Experience Education.

Once students have received instruction regarding measurable Work Experience learning objectives, the student discusses the matter with his/her supervisor, and produces a minimum of two learning objectives which the student intends to accomplish. The objectives must be growth oriented; and should be of value to the student and the employer. Additionally, they should increase the student's knowledge and make him/her a more valued employee. The objectives should be committed to writing and submitted to the instructor for review and any necessary corrections which will help make the objectives acceptable in form and content. When the objectives have been reviewed by the employer and approved by the instructor, they are then entered on the Learning Objectives form, signed by the student, and given to the instructor for signature and filing until needed for conferences. When the instructor visits the employer/supervisor, the Learning Objective form is taken, and the employer enters a grade in the appropriate space. The grade is to be based upon the value of the objectives to the student's growth as it relates to the job, and the degree to which the student has accomplished the objectives.

### GRADE AND CREDIT

The description of the basis for Work Experience grades and credit is contained in each issue of the Riverside Community College District catalogs, and complies with the requirements of Section 55256.5, Title V. Specifically, the catalog states:

#### General Work Experience

Prerequisite: None.

Advisory: Students should have paid or voluntary employment.

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to three (3) units each semester for two (2) semesters, for a maximum of 6 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

#### Occupational Work Experience Education

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to four (4) units each semester for four (4) semesters, for a maximum of 16 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit.



## California Community College District Cooperative Work Experience Education Plan

WKX-200 is an enrolling course for General Work Experience and Occupational Work Experience courses. Students enrolling in WKX-200 are administratively moved to the appropriate general or occupational work experience course after the first class meeting. Determination of the appropriate work experience course is made by the instructor, with input from the student, based upon several factors, including the number of hours worked during the semester, occupational program requirements, and type of work in which the student is engaged. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

Upon the CWEE approval of the State Chancellor's Office, the catalog will state:

### General Work Experience

Prerequisite: None.

Advisory: Students should have paid or voluntary employment.

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to three (3) units each semester, for a maximum of 6 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

### Occupational Work Experience Education

This course is designed to coordinate the student's occupational on-the-job training with related instruction in work-related skills, including occupational and educational resources, career planning, resume development and interview techniques. Students may earn up to four (4) units each semester, for a maximum of 16 units of work experience. No more than 20 hours per week may be applied toward the work requirement; 60 hours of volunteer work or 75 hours of paid work in the semester are required for each unit. WKX-200 is an enrolling course for General Work Experience and Occupational Work Experience courses. Students enrolling in WKX-200 are administratively moved to the appropriate general or occupational work experience course after the first class meeting. Determination of the appropriate work experience course is made by the instructor, with input from the student, based upon several factors, including the number of hours worked during the semester, occupational program requirements, and type of work in which the student is engaged. 18 hours lecture and 60 hours of volunteer work experience or 75 hours of paid work experience are required for each enrolled unit.

- (e) Describe basis for awarding grade and credit (§55251)

Background: Title 5 criteria and requirements  
Work Experience Credit. (§55255.5).

- (a) One student contact hour is counted for each unit of work experience credit in which a student is enrolled during any census period. In no case shall duplicate student contact hours be counted for any classroom instruction and Cooperative Work Experience Education. The maximum contact hours counted for a student shall not exceed the maximum number of Cooperative Work

California Community College District  
Cooperative Work Experience Education Plan

Experience Education units for which the student may be granted credit as described in section 55253.

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:

(1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.

(2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

District will comply with these requirements.

(f) Provide adequate clerical & instructional services (§55251)

Comments, if any.

The District Office of Career and Technical Programs provides sufficient clerical and support staff to meet the objectives of this District and this work experience plan.

All Work Experience students are entitled to full use of the instructional and student services provided to the students at Riverside Community College District.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

Yes

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-1

Date: May 18, 2010

Subject: Joint Use Agreement -- Evans Sports Complex

Background: This Agreement represents the entire Agreement between the Riverside Community College District and the City of Riverside. The original agreement between the parties was entered into on August 13, 1985. Since 2007, the Parties have been working on the Joint Use Agreement. The Parties have determined that it is in the public interest and for the general welfare of the Parties hereto to share jointly in the use of the property owned by the District, currently known as the Evans Sports Complex (hereinafter referred to as "Complex"), to conduct baseball and softball events for the benefit of the students of the District and residents of the City. This Agreement serves to clarify the usage of the Complex by the Parties to the Agreement, as well as to set rules and regulations regarding that usage.

The term of this Agreement shall be for two (2) years, commencing beginning on July 1, 2010 and ending on June 30, 2012. This agreement may renew for subsequent two (2) year terms upon written agreement of the Parties for up to an additional ten (10) years. There is no cost to this agreement; rather, the revenue received from the City relative to maintenance costs will be approximately \$68,000 annually.

Recommended Action: It is recommended that the Board of Trustees approve the attached Joint Use Agreement for the Evans Sports Complex.

Gregory W. Gray  
Chancellor

Prepared by: Norm Godin  
Vice President, Business Services  
Riverside City College

Jan Muto  
President  
Riverside City College

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### JOINT USE AGREEMENT

This Joint Use Agreement (hereinafter referred to as "JUA") is entered into by and between the Riverside Community College District (hereinafter referred to as "District"), and the City of Riverside (hereinafter referred to as "City"). When referring to these two agencies collectively, they shall be referred to as the "Parties".

1. Purpose. The Parties have determined that it is in the public interest and for the general welfare of the Parties hereto to share jointly in the use of the property owned by the District, currently known as the Evans Sports Complex (hereinafter referred to as "Complex"), to conduct baseball and softball events for the benefit of the students of District and for the residents of City. This Agreement serves to clarify the usage of the Complex by the Parties to the Agreement, as well as to set rules and regulations regarding that usage.
2. Property. The District owns the Complex, which consists of three (3) lighted baseball/softball fields, known as "A Field", "B – Ab Brown Field", and "C – Nate DeFrancisco Field", as well as landscaping, irrigation systems, physical fitness areas, parking areas, dugouts, bleachers, restrooms, a press box and a concession stand, and more particularly shown on Exhibit A, attached hereto and incorporated herein by this reference.
3. Maintenance of Complex. The District shall be responsible for providing daily maintenance for the Complex, including all repairs to the irrigation systems, parking lots, lighting system, backstops and buildings, restrooms, and other facilities and systems not specifically mentioned herein, at a level consistent with the level of maintenance for other District sports facilities.

Lights will be automatically shut off at 10:30 p.m., Monday through Saturday and at 8:00 p.m. on Sunday, or as deemed necessary by the District.

In addition, as and for the cost of the grounds maintenance, the parties shall split (50%/50%) the cost of salary and fringe benefits for one (1) full time grounds person. Such reimbursement shall not exceed an amount equal to the annual salary and fringe benefits for the top level of City's Maintenance Worker I position. Said grounds person shall be an employee of the District and shall be under the direct supervision of the District. City shall reimburse District monthly for this cost, based upon the current annual rate of the City's Maintenance Worker I position. This rate may change annually on July 1, based on any increases given by the City to the Maintenance Worker I position. City shall notify District in writing of any such increases no later than July 15 of each year. District shall bill City monthly for this cost.

In the event the lighting system requires repairs or bulb replacement, District will bill City for one-half of said repairs or bulb replacement, providing invoices for work and/or parts, as applicable.

Any vandalism or damage to the complex, beyond normal wear and tear incurred during the use of the Complex by entities, groups, or clubs affiliated with and scheduled by City, shall be repaired by City at their sole expense pursuant to Section 9 below. Any vandalism or damage beyond normal wear and tear incurred when the Complex is not in use by City, or entities, groups, or clubs affiliated with City, shall be repaired by District at its sole expense.

4. Utilities. City and District shall each pay fifty percent (50%) of the electricity and water usage for Meter Nos. 109555 (electric) and 196F (water) located at 4557 Magnolia Avenue. District shall bill the City for its share of the utilities on a monthly basis and provide copies of the actual bills.
5. Use and Scheduling of Complex. The Complex shall be used by District for conducting District classes and programs. City's scheduling share shall include civic groups, city-sponsored baseball and softball leagues; non-city affiliated baseball and softball groups, as well as residents. All Complex use shall be exclusively for baseball and softball events unless alternate use is approved in writing by the District and the City.

District has exclusive use of field "A".

District and City shall jointly use fields "B" and "C", respectively known as "Ab Brown Field" and "Nate DeFrancisco Field", as well as all other facilities included in the Complex.

District and City will work together to create a Master Schedule which shall include usage by both parties. District classes and programs shall be placed on the schedule first. City will provide to District, in January and June of each year, a schedule of use for City affiliated user groups and District will add those groups to the Master Schedule. District will maintain and keep the Master Schedule up-to-date.

If it is determined that the approved schedule needs to change and a City-scheduled user group needs to be bumped from the schedule or rescheduled to another date/time, District will notify within twenty (20) business days upon learning of the need for the change. In the event of an emergency, District will notify City as soon as practicable. City will then notify the scheduled user group and make arrangements for an alternate date/time.

Entities, groups or clubs not associated with District or City, and not on the Master Schedule, shall be directed to contact the District Facilities Department, obtain and complete the required forms for usage and meet all other requirements prior to using the Complex. City will be notified anytime said groups/residents are scheduled for usage of the Complex and said usage will be added to the Master Schedule. Any groups or concessionaires found using the Complex without the proper permission from District, or not on the Master Schedule, shall be asked to leave the Complex. Non-associated entities, groups, clubs, and residents shall be subordinate to District and to City scheduling requests.

All parties using the Complex shall adhere to and comply with the Evans Sports Complex, Rules, Regulations and Responsibilities, (attached hereto and incorporated herein as Exhibit B). City shall be responsible for providing city-affiliated leagues with a copy of these documents. Any violations of these rules, regulations and responsibilities by entities not associated with the District, could result in suspension from the Complex.

In the event of a dispute between the Parties regarding scheduling, such dispute shall be submitted to an agreed-upon, neutral third party for resolution.

6. Fees. Nothing herein shall prohibit either Party from charging fees for use of the Complex during such time as the Complex is assigned to that Party. Any such fees collected shall remain the property of the charging Party.
7. Indemnification/Hold Harmless. City shall defend, indemnify and hold District, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or omissions of City, its officers, employees, or agents in the conduct of any event during those times when City shall have the use of the Complex. City's indemnification does not extend to claims, demands or liability from the acts of persons other than City, its officers, employees, or agents, notwithstanding the fact that those claims, demands or liability arose during those times when City had the use of the Complex.

District shall defend, indemnify and hold City, its officers and employees harmless from any and all claims, demands or liability arising from alleged acts or omissions of the District, its officers, employees or agents in the conduct of any event during those times when District shall have the use of the Complex.

8. Concessions. District hereby agrees that City may provide concession operations, which include use of the concessions building, or enter into non-exclusive agreements with various civic groups or concessionaires for the furnishing of food, snacks and beverages during such time as the Complex is assigned to them for use. Groups and concessionaires are prohibited from selling alcoholic beverages, tobacco, chewing gum or sunflower seeds at the Complex.
9. Insurance. Each Party shall maintain general liability insurance coverage at a minimum amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate. City shall provide District a Certificate of Insurance, naming District as an additional insured, for the use of the Complex. Such insurance requirements may be met by a policy of insurance through a California licensed insurance company, a program of self-insurance, through a joint powers authority, or any combination thereof. City shall ensure that all City-affiliated groups provide a Certificate of Insurance for general liability insurance coverage in the minimum amount of \$1,000,000. Said Certificate shall name the City of Riverside and the Riverside Community College District as additional insured.
10. Damage and Destruction. In the event the Complex grounds, fields, or buildings are damaged or destroyed as a result of the actions of any City-affiliated groups or concessionaires, City shall pay for or reimburse District for repairs. District shall

contact City as soon as possible after the damage or destruction is discovered, and provide photographic evidence of such damage or destruction. Prior to any repairs, or request for repairs, City shall be given thirty (30) days to make the repairs before District takes any action to have the damage/destruction repaired, unless the damage or destruction is of such a nature that it prohibits further use of the Complex until repaired. In that event, District shall have the right to have the repairs done as soon as possible. In the event that District ultimately receives insurance proceeds for the damage/destruction, and City has already paid for the repairs, City shall be reimbursed the amount expended (upon proof of expenditures), not to exceed the total amount of the insurance proceeds.

11. Discrimination Prohibited. The Parties agree and understand that discrimination against any person in the provision of services, employment, or use of these facilities on the basis of race, religion, medical condition, disability, marital status, sex/gender, age or sexual orientation is strictly prohibited.
12. Entire Agreement. This Agreement represents the entire Agreement between the Parties and is intended to supersede any and all other agreements the parties may have entered into and more specifically with regard to the Agreement entered into between the parties on August 13, 1985.
13. Term. The term of this Agreement shall be for two (2) years, commencing on July 1, 2010 and ending on June 30, 2012. This agreement may renew for subsequent two (2) year terms upon written agreement of the Parties for up to an additional ten (10) years.
14. Termination. This Agreement may be terminated upon sixty (60) days written notice to the other party.
15. Modification. This Agreement may be modified at any time, upon written agreement of the Parties.
16. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

The individuals whose signatures appear below warrant that they are authorized to sign this Agreement on behalf of the Party for whom they sign.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

CITY OF RIVERSIDE

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

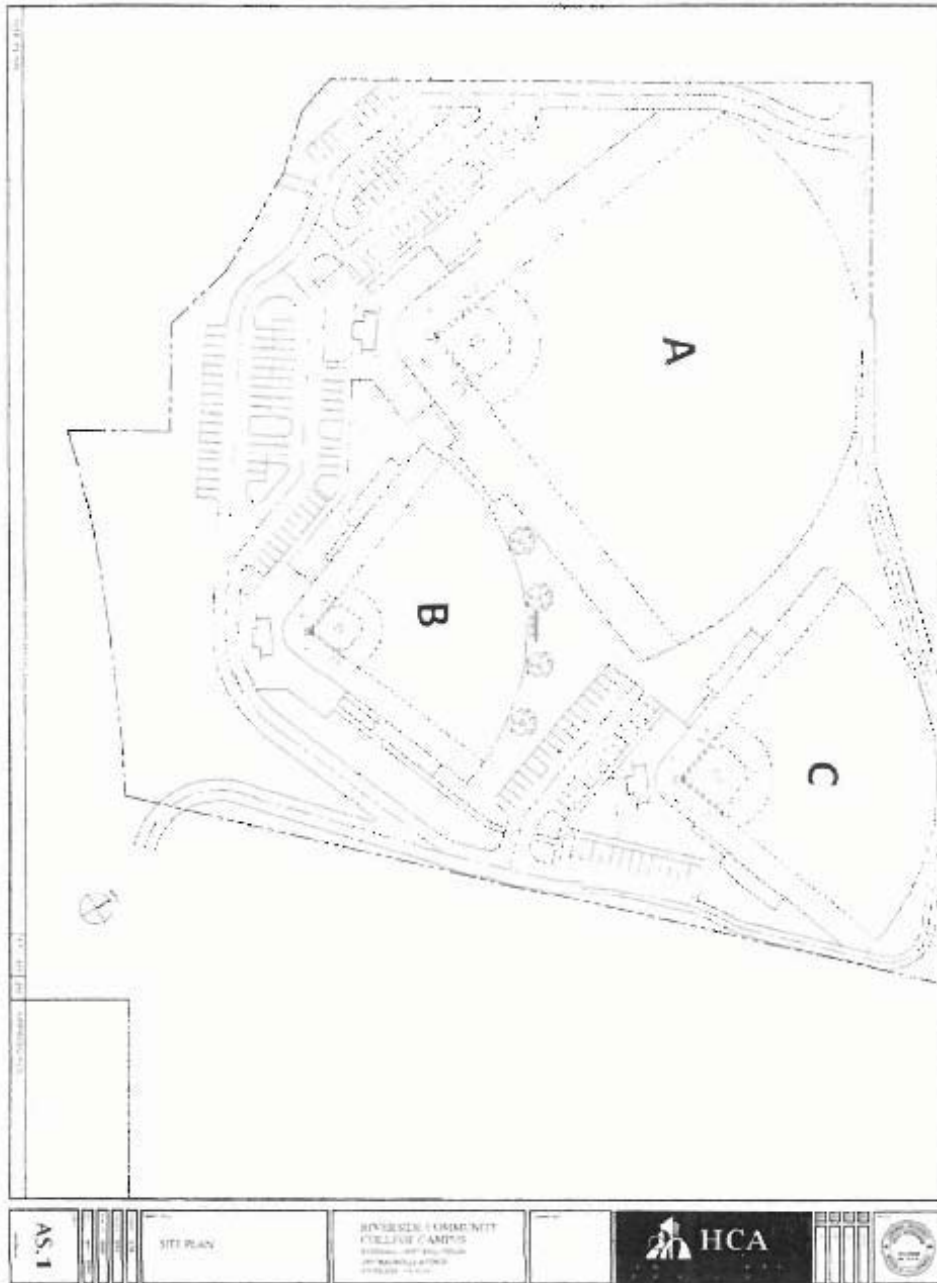
By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Deputy City Attorney



### EXHIBIT A



## EXHIBIT B

### Evans Sports Complex Rules, Regulations and Usage Responsibilities

<u>Hours of Use:</u>	Monday – Friday.....	4:00 p.m. – 10:30 p.m.
	Saturday .....	8:00 a.m. – 10:30 p.m.
	Sunday .....	12 Noon – 8:00 p.m.

The aforementioned times have been set per the agreement with Evans Sports Neighbors.

#### Rules and Regulations

- All field lights will shut off automatically at 10:30 p.m., Monday - Saturday and at 8:00 p.m. on Sundays.
- Use of facilities is permitted only by request through the City Parks, Recreation and Community Services Department.
- Organizations granted use may only use those areas which have been approved for their use. Other fields or areas may not be used for any reason. Any usage of fields without a Facilities use permit will result in suspension from the complex.
- Organizations granted use will be held accountable for damage done during their usage. Organizations are required to report any and all damage or acts of vandalism to the District immediately.
- Force hitting or pitching of balls against fences is prohibited.
- Roadways and parking lots are not to be used for warm ups or any other activities.
- Games shall take precedence over practices.
- Conduct warm ups in bullpens and outfield areas only.
- Burning or painting lines on any field is prohibited. However, City sponsored groups may chalk lines on their designated field of play prior to a game.
- User groups must designate a representative, age 18 or older, to be present during any/all of their practices and/or game time(s). The representative must have a copy of, or have access to, the facility use permit in case any field allocation conflicts arise. Coaches are encouraged to carry identification issued to them by their organization.
- Use of portable lights is prohibited.
- Use of metal cleats is at the user's own risk.

- No artificial noisemakers, i.e., horns, rattles, bells, whistle, etc., are permitted.
- Children must be monitored at all times.
- The following are prohibited inside the complex:
  - No Tobacco Products (*Evans Sports Complex Is A Smoke Free Facility*)
  - No alcohol
  - No chewing gum
  - No sunflower seeds
  - No skateboards
  - No dogs
  - No glass containers
  - Other than the P.A. system for the Complex, no sound amplification equipment is permitted. Exceptions require advance approval by the District.

### Responsibilities

1. All trash in the areas listed below must be picked up and bagged by the using organization. Failure to do so may result in a charge for cleanup.
  - a. Dugouts
  - b. Bleachers
  - c. Restrooms
  - d. Press box & Fields
  - e. Parking Areas
  - f. Concession/Snack Bar Stands
2. Remove the trash liners from cans. Tie and store in men's restroom.
3. Storage of all equipment will not obstruct walkways in press box. All little league and pony league items must be stored in storage containers.
4. No children will be allowed in the press box unless supervised by an adult.
5. Snack bar foods must be approved by Riverside Community College Food Services Department. (Contact Food Services Department 222-8483). Snack bar must be cleaned up by user group and left in the condition it was found.
6. Every organization will see that minor children are not left unsupervised.
7. Lock Gates, Restrooms & Press box.

Cancellations due to rain will be determined by RCC staff.

Failure to comply with any of the above rules, regulations or responsibilities may result in suspension from the complex.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-2

Date: May 18, 2010

Subject: Grants Office Report

Background: In compliance with Board Policy 3280, the Grants Office will present to the Resources Committee a summary of its work and accomplishments on behalf of the District and its three colleges. This presentation will include a report of grant applications submitted and grant awards received thus far in the 2009-10 fiscal year.

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Colleen Molko,  
Associate Director, Grants

Richard Keeler,  
Director, Grants

Grants Office  
Summary of Work and Accomplishments  
2009-10

For many years the Grants Office has supported institutional efforts to enhance the learning environment for students through the acquisition of public and private grants and the provision of training, consultation and technical assistance services in support of grant management and compliance. The Grants Office has aligned the articulated strategic needs of each college with grant acquisition strategies. Each May, the Grants Office provides a comprehensive report to the Board of Trustees on the major accomplishments of grants in our district. The following report is a summary of the most significant work performed and accomplishments achieved by the Grants Office thus far in the 2009-10 fiscal year as it relates to the strategic initiatives detailed below.

Riverside City College

Science, Technology, Engineering and Math (STEM)

The U.S. Department of Education provided a second and final year of renewal funding for the two College Cost Reduction and Access Act (CCRAA) grants in the total amount of \$1,994,214. The individual and cooperative grants, "Access to Success" and "Step Up to Success," respectively, are providing resources for STEM education in the following ways: (1) increase the number of underrepresented minorities, women, and veterans who want to attend RCC and major in STEM; (2) increase student retention; (3) create faculty-to-faculty teams in order to evaluate STEM extended courses and determine equivalency; (4) develop a model STEM transfer program with two local 4-year universities; (5) develop a student tracking system and activities that reinforce the connection between high school students and RCC and between RCC students and 4-year institutional partners; (6) provide an arena for sharing and collecting "effective practices" among CCRAA awardees and other community colleges and their 4-year institutions; and (7) update the articulation agreements with California State Polytechnic University, Pomona, in biology, mathematics, CIS and engineering.

RCC participated in a request to the U.S. Department of Agriculture, Hispanic-Serving Institutions Education Program, with the University of California, Riverside, as the lead applicant. If awarded later this year, the grant will fund a research stipend for two students each year of the project and supplemental instruction tutors to work with undergraduate students in historically challenging transfer courses required for a degree in engineering/computer science, math, biology, and/or chemistry.

Two preliminary proposals for the National Science Foundation, Advanced Technological Education (ATE) program, are expected to be submitted in the latter part of April 2010. One application is being prepared in Computer Information Systems for cybersecurity for businesses working in cooperation with K-12, the University of California at Irvine, and Cal Poly Pomona. The second preliminary proposal is expected to support the development of forensic

sciences curriculum development as part of the criminology program and the Criminalistics Learning Laboratory effort. The proposals submitted will receive comments, and if encouraged by NSF program officers, full proposals for each project will be submitted in October 2010 to request \$200,000 each in federal funds.

### Student Engagement

Riverside City College has expressed a desire to strengthen its focus on and support of student engagement. Based on research conducted by the Center for Community College Student Engagement, RCC is expected to provide a resubmission application for funding to the U.S. Department of Education. RCC has been working with the Grants Office and Ramona Munsell and Associates Consulting, Inc., to develop a model of student engagement that will be the primary focus of a Title V Developing Hispanic-Serving Institutions Program application this spring. The model will include pathways for the undecided student; pilot courses; “intentional support” which includes counseling, mentoring and peer advocacy; collaborative learning; and comprehensive faculty and student engagement strategies and resources. The project will include technology infrastructure in support of virtual environments capable of extending the concept of learning centers for counseling, training, online meetings and other student engagement. The application is expected to request approximately \$2.8 million dollars over a five-year grant period.

### School of Nursing

RCC’s School of Nursing has met with large success in its grants initiatives. Over a three-year period, the School of Nursing has awards totaling more than \$4.3 million in grants. The awarding agencies include the California Community Colleges Chancellor’s Office, the Office of Statewide Health Planning and Development, the U.S. Department of Health and Human Services, and the U.S. Department of Education. These awards expand enrollment in the associates degree in Nursing (ADN) program by 288 new and 54 continuing students over a three-year period; fund 8-10 ADN faculty positions, a full-time Nursing Simulation Lab Assistant, and a portion of the Associate Dean, School of Nursing; provide funds for improved assessment, remediation and extensive student support services; support a career ladder in nursing that facilitates movement from CNA to LVN to ADN to BSN; create a fast-track career pathway at the high school level to facilitate preparation for and completion of the ADN program; fund the purchase of equipment and supplies; and provide staff development opportunities for ADN faculty.

Most recently, in February 2010, the RCC School of Nursing received \$200,000 from the Song Brown Capitation Program to continue to fund part of an ADN faculty member in 2010-11 and 2011-22. In a separate application in the Song Brown Special Programs category, the School of Nursing received \$124,000 to fund an Educational advisor at 75 percent in support of ADN student success.

In March, the School of Nursing requested \$521,000 over a two-year period from the California Community Colleges Chancellor’s Office Enrollment Growth for ADN Program. The

project requests support for 40 new or continuing ADN students throughout the grant period, and assessment, remediation and, retention services.

A \$1,000,000 request for three years of funding by the Health Resources and Services Administration (HRSA) is pending. If awarded, this grant will continue and enhance the current Nurse Education, Practice and Retention program and support a career ladder in nursing that facilitates movement for students from CNA to ADN and on to the Bachelor of Science in Nursing degree through an online cooperative program with California State University, Fullerton.

Also in development is a \$259,282 request to HRSA in the ARRA program for Equipment to Enhance Training for Health Professionals Program for equipment that supports the Nurse Education, Practice and Retention Program.

### Basic Skills

RCC was awarded \$183,078 from the National League of Cities' Communities Learning in Partnership Program (CLIP), with funding support provided by the Bill and Melinda Gates Foundation. This is a partnership between RCC's Workforce Preparation Department and the City of Riverside to improve postsecondary persistence and degree completion of low-income young adults.

### Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of the College. The request was approved, permitting Riverside City College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

## Moreno Valley College

### Science, Technology, Engineering and Math (STEM)

Moreno Valley College (MVC) has received a second and final year of funding in the College Cost Reduction and Access Act (CCRAA) Program in the amount of \$1,084,869. Project SUCCESS has the following goals: (1) increase student persistence and graduation rates of targeted students in STEM fields of study; (2) increase the transfer rate of targeted students in STEM fields of study; (3) improve and increase STEM articulation agreements among institutions and four-year universities; (4) increase student learning and success through revised and integrated academic and student support services; and (5) increase the number of targeted students who pursue careers in STEM fields.

## Public Safety

Moreno Valley College was awarded approximately \$2.8 million in a Title V Developing Hispanic-Serving Institutions Program project with a focus on Public Safety. The project has a two-pronged activity to expand student access to and success in academic programming in the rapidly growing areas of public safety, thereby preparing non-traditional, at-risk students for stable and lucrative employment in our region.

The project includes the development of a Basic Skills Pre-Academy at the Ben Clark Training Center (BCTC) to prepare students to enter and succeed in the Fire, Peace, or Corrections Academies. Developed for delivery over a nine-week period prior to enrollment in these target academies, redesigned basic skills courses would infuse content related to public safety issues, thereby providing a context for basic skills training that is relevant to students whose goal it is to enter high-demand and growing professions in the fire science and law enforcement areas.

Over the five-year period of the grant, the Fire, Peace and Corrections Academies are being redesigned to address twenty-first century workforce needs, the unique demands of our region, and the needs of the population served by the Ben Clark Training Center. Updated curriculum – incorporating realigned student learning outcomes, basic skills reinforcement, hands-on training, and content to prepare students to work successfully with the ethnically and culturally diverse population of Southern California would work in conjunction with the Scenario Village being developed by the county at the Ben Clark Training Center. Increased program capacity, meanwhile, is directly addressing growth. A part-time Fire Academy also will be developed to address the needs of working students who are unable to attend the academy in its current full-time format.

In addition, newly-developed online student services would be developed and piloted to extend access to a range of support services. These online services, to include orientation, advising, writing and math placement, tutoring, and library access, would be supported by expanded technological infrastructure and designed to meet the needs of time-constrained, working students.

The College also received a \$54,000 funding award from the State Homeland Security Grant Program for the development of curriculum for the Ben Clark Training Center's Scenario Village.

A Congressionally-directed funding award of \$600,000 was announced by the U.S. Department of Education to fund the development of curriculum for the law enforcement and fire academy programs at the Ben Clark Training Center. The proposal to support this funding award will be prepared and submitted during the summer, and the federal funds will be available by September 2010.

## Allied Health Disciplines

Moreno Valley College has greatly increased the number of grant applications it submits on behalf of its Allied Health programs. The current grant awards include the \$495,000 of federal Workforce Investment Act funds through the "Governor's Discretionary Funds for Allied Health Programs." The grant pays for faculty time, equipment and supplies to develop a Speech



Language Pathology Assistant program and increases capacity in existing Medical Assisting and Certified Nursing Assistant programs.

The College also received funding from the Statewide Economic Stimulus Program for Allied Health Funds (ARRA) through the Chancellor's Office. The \$350,000 project over a two-year grant period funds faculty and equipment in the Dental Assisting and Dental Hygiene Programs.

An award of \$200,000 by the Riverside Community Health Foundation was made to fund the purchase of 10 new operatories for the Dental Hygiene Program.

Two awards are running through the Song-Brown Physician Assistant grant program in the Office of Statewide Health Planning and Development. The awards total more than \$215,000 to support faculty over a two-year period. One \$99,000 award in the Special Programs category provides students who have completed the Physician's Assistant program with additional specialized training in the mental health field.

A Health Resources and Services Administration (HRSA) \$329,670 federal earmark grant for Allied Health Program equipment is currently running at the College. The equipment from this grant will help the Dental Hygiene, Dental Assisting, Physician Assistant, Pharmacy Tech, Biotech and the Clinical Lab Tech disciplines.

The RCCD Foundation secured \$100,000 in equipment funds from the Riverside Medical Clinic to support the Allied Health programs at the College.

A new Congressionally-Directed earmark grant award for the purchase of equipment for the Allied Health programs was announced in the amount of \$148,500 through the Health Resources and Services Administration. The full application will be prepared and submitted.

### Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of the College. The request was approved, permitting Moreno Valley College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

### Norco College

#### CIS Gaming and Simulation

The Norco Campus was awarded a \$2.8 million Title V Developing Hispanic-Serving Institutions Program for five years that incorporates a number of components related to gaming and simulation as well as a plan to develop a student services structure at the campus. Among its many proposed activities in the area of gaming are: the modification of existing programming courses to include gaming for core teaching examples, the development of a flash programming emphasis within the game programming track, the integration of games and game technology in an interdisciplinary approach that includes non-gaming disciplines and faculty development to

support this integration. The development of the student services structure includes modules to support assessment, student financial services, financial aid and matriculation support.

A new federal funding request from the U.S. Department of Education for a Title V Developing Hispanic Serving Institutions Cooperative Development grant will be submitted in the next couple of months. The new \$3.5 million project over five years would create new commercial music degrees and certificates that would articulate to California State University San Bernardino (CSUSB) and expand the art program to articulate well with the art degrees offered at CSUSB.

### Logistics and Supply Chain Technology Education

Work on the National Center of Excellence proposal to the National Science Foundation's Advanced Technological Education (ATE) Program continues with a resubmission planned for October 2010 in the amount of \$4.9 million over four years. The mission of the National Center will be to increase the quantity and quality of technicians meeting the country's growing workforce demand for technicians in supply chain, transportation, distribution and logistics, and avoid outsourcing to other countries. Led by Norco College, the National Center will involve partnerships with Sinclair Community College in Dayton, Ohio, and educational, industrial, civilian and military partners across the country that are involved in the supply chain continuum: acquisition, port operations, transportation (air, rail, and truck), distribution, warehousing, and security. Technology (Geographic Information Systems, Radio Frequency Identification, data warehousing, enterprise resource planning, warehouse management systems, data security, etc.), will be involved as a tactical deployment of sound business strategy that permeates the entire supply chain.

### KNOR Radio Station

Norco College has applied to the National Telecommunications and Information Administration's Public Telecommunications and Facilities Program for \$316,000 to fund the purchase of equipment for a public radio station that would provide new service to rural persons outside of the Riverside City area and provide educational, cultural and community relevant content not being provided by existing stations. If awarded, the new radio station also would provide educational opportunities for students enrolled in the commercial music programs to engage in real-world broadcasting, management and experiential learning opportunities, provide a variety of content, give specific opportunities for women and minorities to preserve and extend their future, and give local information during city, county and state emergencies.

### Institutional Eligibility

The Grants Office filed an institutional eligibility application to the U.S. Department of Education on behalf of the College. The request was approved, permitting Norco College to be qualified to apply for many low-income grants, including Hispanic-Serving Institutions grants offered by numerous federal agencies.

### All Colleges

### Student Support Services

A total of four Student Support Services (SSS) applications were submitted to the U.S. Department of Education under the TRiO program, one each for Riverside and Moreno Valley, and two application made by Norco College. The SSS pending requests collectively totaled \$4.3 million for a four-year grant funding period. The SSS Program supports activities that increase the college retention and graduation rates of its participants.

### Consortia Submissions

### Service Learning

All three colleges participated in a STEM consortia grant offered by the Learn and Serve America Higher Education Program sponsored by the Corporation for National and Community Service to expand and further develop service learning in the District. Moreno Valley College, a Minority Serving Institution and Hispanic Serving Institution, was the lead applicant in the consortia, with Riverside City College and Norco College as partner institutions. The federal funding request is for \$1.2 million over a three-year grant period. Awards are expected to be announced in the summer, and the agency annually funds up to 25 awards nationwide in this program. The purpose of the Learn and Serve America Program is to support innovative service-learning programs carried out through institutions of higher education, acting as civic institutions to meet the human, educational, environmental, or public safety needs of neighboring communities. This is our District's first application to this major federal service learning program.

### Emergency Preparedness

An Emergency Management for Higher Education Program submission for \$500,000 to the U.S. Department of Education will involve all three colleges as partners. The purpose of the 18-month grant is to fund higher education institution projects to develop, or review and improve, and fully integrate all-hazards campus-based emergency management planning efforts.

### Riverside Community College District

### Economic Development

RCCD's Economic Development was re-awarded the Statewide Leadership grant for the Centers for International Trade Development (CITD). The request submitted was for \$172,500, and this grant is anticipated to be renewable every year for four additional years. The grant provides leadership statewide by RCCD for all of the state-funded CITD programs.

### The Mine Okubo Collection

Riverside Community College District currently has an award from the California State Library for \$20,000 to fund a descriptive inventory and brief catalog of Mine Okubo's personal documents and art for the general public to give them an understanding of her significance as an artist influenced by the Japanese-American World War II internment.

Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
National Endowment for the Arts	Challenge Grant	Extends the reach of the arts to underserved populations	Performance Riverside	\$10,000	2008-09 Fiscal Year Submission	Riverside/RCCD Foundation	Awarded
Health Resources and Services Administration	Health Care and Other Facilities	Congressionally-directed funding for the purchase of equipment for new programs in the areas of Pharmacy Technician, Biotechnical Technician, and Clinical Laboratory Technician	Allied Health	\$329,670	2008-09 Fiscal Year Submission	Moreno Valley	Awarded
Riverside Medical Clinic		Funds are for program development for the school of Allied Health sciences	Allied Health	\$100K	2008-09 Fiscal Year Submission	RCCD Foundation for Moreno Valley College	Awarded
California Arts Council and Department of Justice	Music Presenting Grant	Discounted or free musical theatre performances and transportation that will serve California's underserved, rural and/or inner-city populations	Performance Riverside	\$15,000	7/1/09	Riverside/RCCD Foundation	Awarded
Ronald McDonald House Children's Charities	N/A	Funding to support the aquatics complex	Aquatics	\$100,000	7/1/09	RCCD Foundation	Not Awarded, however, resubmission is possible in March 2010
National League of Cities	Communities Learning in Partnership	In partnership with the City of Riverside, to improve postsecondary persistence and degree completion of low-income young adults	Basic Skills	\$183,078	7/29/09	Riverside	Awarded

District = mint color  
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Norco = yellow color

Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Housing and Urban Development	Hispanic-Serving Institutions Assisting Communities	Community service	Community service, basic skills	\$600,000	8/7/09	Moreno Valley	Not Awarded
Chancellor's Office	Statewide Economic Stimulus Funds for Allied Health	Grant has already been awarded, however, the Chancellor's Office has requested a completed redesign of the project	Allied Health	\$350,000	8/10/09	Moreno Valley	Awarded
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Program	Support the training of Physician Assistants	Allied Health	\$100,000	8/13/09	Moreno Valley	Awarded
The Office of Statewide Health Planning and Development	Song-Brown Physicians Assistant Training Special Programs	Support special programs for PA students	Allied Health	~\$50,000	8/13/09	Moreno Valley	Not Awarded
Riverside Arts Council	Community Arts Partnership Grant	To explore the development of an arts education and marketing volunteer organization that would provide services to community centers, underserved groups, hospitals, after school programs, and service clubs and organizations located throughout the Greater Riverside area	Performance Riverside	\$1,500	8/14/09	Riverside	Not Awarded

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
California Arts Council	Recovery Grant Applications	To pay three musicians for four performances (to replace lost jobs due to the economy)	Performance Riverside	\$19,476	8/24/09	Riverside/RCCD Foundation	Not Awarded
Pacific Life Foundation		To underwrite the Discovery Theatre Program	Performance Riverside	\$10,000	8/29/09	Riverside/RCCD Foundation	Not Awarded
Defense Logistics Agency	Procurement Assistance Center	Provides important resource information and procurement training to businesses seeking to market their goods and services to federal, state and local government	Economic Development	\$137,497	9/1/09	District	Awarded
National Science Foundation	Scholarships in Science, Technology, Engineering, and Mathematics	Support scholarships for academically talented, financially needy students, enabling them to enter the workforce following completion of an associate, baccalaureate, or graduate level degree in science and engineering disciplines	STEM	\$600,000	9/14/09	Riverside	Not Awarded
LA84	N/A	Funding to support the aquatics complex	Aquatics	~\$100,000	9/30/09	RCCD Foundation	The RCCD Foundation is in discussions with the Program Officer
U.S. Department of Labor	Health Care and Other High Growth and Emerging Industries	The purpose of the SGA is to fund projects providing training, education, and job placement assistance to prepare workers to enter the health care sector and other high growth and emerging industries.	School of Nursing and Allied Health	\$5M	10/5/09	Riverside and Moreno Valley	Not Awarded

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Labor	Health Care and Other High Growth and Emerging Industries	Part of a consortia led by the Chancellor's Office on behalf of an allied health initiative	Allied Health	525,860	10/5/09	Moreno Valley	Not Awarded
U.S. Department of Labor	Health Care and Other High Growth and Emerging Industries	Part of a consortia led by the Chancellor's Office on behalf of a health information technology initiative	Health Information Technology	~\$300 - \$400K	10/5/09	Moreno Valley	Not Awarded
National Science Foundation	Advanced Technological Education - National Center Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels.	Logistics and Supply Chain Technology	\$5 M	10/15/09	Norco	Not Awarded
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Capitation Program	Associate Degree in Nursing Program Expansion	School of Nursing	\$200,000	11/5/09	Riverside	Awarded

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
The Office of Statewide Health Planning and Development	Song Brown Registered Nursing Education Special Programs Grant	To fund outreach to underrepresented populations and provide support services to students in the ADN program	School of Nursing	\$124,358	11/5/09	Riverside	NEW ADDITION Awarded
Chancellor's Office	CACT Economic Workforce Development HUB	To oversee marketing of the statewide CACT program	Economic Development	\$66,497	11/09	District	NEW ADDITION Awarded
So. Calif. Logistics Grant (partnership with SBVCC)	Southern California Logistics Grant	Logistics and manufacturing training focuses on unemployed and incumbent workers to be trained to work in distribution and manufacturing	Economic Development	\$750,700	11/09	District	NEW ADDITION Awarded
U.S. Department of Education	Student Support Services	Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education	Student Support Services	\$1M	12/14/09	Riverside	Submitted
U.S. Department of Education	Student Support Services	Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education	Student Support Services	\$1M	12/14/09	Moreno Valley	Submitted

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Education	Student Support Services	Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education	Student Support Services	\$1.1M	12/14/09	Norco	Submitted
U.S. Department of Education	Student Support Services	Provides opportunities for academic development, assists students with basic college requirements, and serves to motivate students toward the successful completion of their postsecondary education	Student Support Services (DSP&S Target Population)	\$1,192,480	12/14/09	Norco	Submitted
Chancellor's Office	TRITECH Youth Entrepreneurship Program	To test innovative approaches to promoting healthy behaviors in youth at-risk for poor health/life outcomes	Economic Development	\$35K	12/18/09	District	NEW ADDITION Awarded
Chancellor's Office	CITD Youth Entrepreneurship Program	To test innovative approaches to promoting healthy behaviors in youth at-risk for poor health/life outcomes	Economic Development	\$35K	12/18/09	District	NEW ADDITION Awarded
Health Resources and Services Administration	Nurse Education, Practice and Retention Program	To provide support for academic, service and continuing education projects designed to strengthen the nursing workforce and improve nurse retention and quality of patient care	School of Nursing	\$999,964	12/22/09	Riverside	NEW ADDITION Submitted
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	Access to all HSI Grants	N/A	1/6/10	Moreno Valley	NEW ADDITION Approved

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	Cooperative Application	N/A	1/6/10	Norco	NEW ADDITION Approved
U.S. Department of Education	Institutional Eligibility (for Title V)	Eligibility Required for Title V Program	Engagement Centers	N/A	1/6/10	Riverside	Approved
Carpenter Foundation		To underwrite the Discovery Theatre Program	Performance Riverside	\$10,500	1/31/10	Riverside/RCCD Foundation	Submitted
Health Resources and Services Administration	Nursing Workforce Diversity Program	To increase nursing education opportunities for individuals from disadvantaged backgrounds (including racial and ethnic minorities underrepresented among registered nurses) by providing student scholarships or stipends, pre-entry preparation, and retention activities	School of Nursing	~\$279,000	1/20/10	Riverside	School of Nursing Chose to Pursue the Nurse Education, Practice and Retention Grant Instead (See Above)
The Foundation for California Community Colleges	Unknown	FCCC will be the applicant for this Chancellor's Office consortia effort in support of allied health; Moreno Valley Campus has been selected to participate along with several other colleges	Allied Health	~\$1.2M	Initiative was expected in January 2010	Moreno Valley	

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Education	Talent Search	This program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to the postsecondary institution of their choice.	Pipeline from Middle School to RCCD via Academic and Student Support Services	\$1,100,000	Competitions for funding are held every four years; the next deadline is expected in Winter 2010	Riverside	City College has opted to not submit
U.S. Department of Education	Talent Search			\$1,100,000		Moreno Valley	DOE Announced Delay Until Fall of 2010
U.S. Department of Commerce, National Telecommunications and Information Administration	Public Telecommunications Facilities Program	The purpose of this program is to support the planning and construction of public telecommunications facilities	Radio Station	Up to \$300K	2/4/10	Riverside	NEW ADDITION PTFP Program Officer advised that the proposed project did not fall within their funding scope
Kaiser Permanente		To underwrite services for the uninsured at the Dental Hygiene Clinic	Allied Health	\$20K	2/8/10	RCCD Foundation for Moreno Valley College	NEW ADDITION Submitted

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Agriculture	Hispanic-Serving Institutions Education Grants Program	To promote and strengthen the ability of Hispanic-Serving Institutions to carry out higher education programs that attract, retain, and graduate outstanding students capable of enhancing the nation's food and agricultural scientific and professional work force. We will partner with UCR, who will serve as the fiscal agent for the application.	STEM	\$97,941	2/16/10	Riverside	UCR Submitted as the Lead
Chancellor's Office	Strategic Priority Leadership, Center for International Trade Development	Coordinate resources and assist in providing a system-wide response to economic and workforce development opportunities	Economic Development	\$172,500	2/18/10	District	NEW ADDITION Awarded
Chancellor's Office	Business and Entrepreneurship Centers	To facilitate the success of business and entrepreneurship through partnership and collaborations with business, industry, education and government	Economic Development	\$205,000	2/18/10	District	NEW ADDITION Not Awarded
Chancellor's Office	Industry-Driven Regional Collaboratives	Programs and services provided through IDRCs are strategic responses to the needs identified through statewide and regional environmental scanning processes. The grants focus resources on short-term intensive projects for high growth sectors.	Economic Development	\$200,000	2/18/10	District	NEW ADDITION Not Awarded

District = mint color  
 Riverside = turquoise color  
 Moreno Valley = lavender color  
 Norco = yellow color

Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
Chancellor's Office	Workplace Learning Resources	The WLR Centers serve their colleges, their community and their colleagues and build California's future workforce by providing educational programs through community colleges that are customized for the local communities that they serve	Economic Development	\$205,000	2/18/10	District	NEW ADDITION Not Awarded
Chancellor's Office	Center for International Trade Development	Advance California's economic development and global competitiveness by providing quality training and services to small to medium sized enterprises that are potential or current exporters or importers	Economic Development	\$205,000	2/18/10	District	NEW ADDITION Not Awarded
Chancellor's Office	Center for Applied Competitive Technologies	Strengthen California's manufacturing industries' ability to compete successfully in changing markets and the global economy. The Centers for Applied Competitive Technologies (CACTs) are dedicated to serving advance technology companies with innovative solutions that are unique and customized to businesses.	Manufacturing Technology	\$205,000	2/18/10	Norco	NEW ADDITION Not Awarded
Foundation for California Community Colleges (for the Department of State)	California Community Colleges for Egypt	To host 50 egyptian students for one year of study	Economic Development	\$58,658	2/24/10	District	NEW ADDITION Awarded

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Commerce, National Telecommunications and Information Administration	Public Telecommunications Facilities Program	The purpose of this program is to support the planning and construction of public telecommunications facilities	Radio Station	\$316,384	2/26/10 for new radio stations	Norco	NEW ADDITION Submitted
National Science Foundation	Proactive Recruitment in Introductory Science and Mathematics	Strengthen the nation's scientific competitiveness by increasing the numbers of well-prepared, successful U.S. undergraduate majors and minors in science and mathematics	STEM (including articulation with 4-year institutions and revision of curriculum)	~\$1.3M	3/8/10	Riverside	City College opted to not submit this submission cycle
Corporation for National and Community Service	Learn and Serve America Higher Education FY2010	To support institutions of higher education that use innovative service-learning programming to meet the needs of local communities	Service Learning	~\$410K	3/9/10	Consortia with Moreno Valley (lead) City College and Norco College	NEW ADDITION Submitted

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Commerce	Broadband Technology Opportunities Program (Recovery Funds)	Infrastructure development and equipment related to broadband capacity	Infrastructure	Not Specified	3/15/10	Riverside	City College opted to not submit
U.S. Department of Commerce	Broadband Technology Opportunities Program (Recovery Funds)	Infrastructure development and equipment related to broadband capacity	Infrastructure	Not Specified	3/15/10	Moreno Valley	Moreno Valley opted to not submit
California Community Colleges Chancellors Office	Enrollment Growth for Associate Degree in Nursing Programs	To support expanded capacity in the ADN program	School of Nursing	~\$1.1M	LOI due 2/2/10 Full Proposal due 3/25/10	Riverside	Submitted
Health Resources and Services Administration	ARRA Equipment to Enhance Training for Health Professionals -- HCOP	This initiative is an extension of the existing Health Careers Opportunity Program, with a purpose of purchasing equipment to assist individuals from disadvantaged backgrounds to undertake education to enter a health profession	Allied Health	\$300K	Two-phase submission 3/26/10 and 4/26/10	Moreno Valley	NEW ADDITION In Progress

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Norco = yellow color



Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
Health Resources and Services Administration	ARRA Equipment to Enhance Training for Health Professionals – NEPR	This initiative is an extension of the existing NEPR program, with a purpose to strengthen capacity for basic nurse education, practice and retention. In general, it supports the purchase of equipment for projects that are designed to strengthen the nursing workforce.	School of Nursing	\$300K	Two-phase submission 3/26/10 and 4/26/10	Riverside	NEW ADDITION In Progress
U.S. Department of Education	Fund for the Improvement of Postsecondary Education	A congressionally-directed earmark for the development of curriculum at Ben Clark Training Center	Public Safety	\$600K	4/9/10 Artificial Deadline	Moreno Valley	NEW ADDITION Will be Submitted in Summer 2010
National Science Foundation	Advanced Technological Education - Project Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels.	Green Technology	Request for Comments	4/22/10	Norco	Norco College has advised that it will not submit
National Science Foundation	Advanced Technological Education - Project Category		STEM/CSI	Request for Comments	4/22/10	Riverside	NEW ADDITION

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
National Science Foundation	Advanced Technological Education - Project Category	With an emphasis on two-year colleges, the Advanced Technological Education (ATE) program focuses on the education of technicians for the high-technology fields that drive our nation's economy. The program involves partnerships between academic institutions and employers to promote improvement in the education of science and engineering technicians at the undergraduate and secondary school levels.	CIS	Request for Comments	4/22/10	Riverside	
Health Resources and Services Administration	Health Care and Other Facilities	Congressionally-directed funding for the purchase of allied health program equipment	Allied Health	\$148,500	4/30/10	Moreno Valley	NEW ADDITION In Progress
U.S. Department of Education	ARRA Investing in Innovation Fund (i3)	To expand the implementation of innovative practices that are demonstrated to have an impact on improving student achievement or student growth, closing achievement gaps, decreasing dropout rates, increasing high school graduation rates, or increasing college enrollment and completion rates	Student Support	\$5M	5/11/10	Moreno Valley	NEW ADDITION In Progress
U.S. Department of Education	Emergency Management for Higher Education	Funds higher education institution projects to develop, or review and improve, and fully integrate all-hazards campus-based emergency management planning efforts	Emergency Preparedness	Up to \$500K	5/12/10	We will submit as a consortia of three separate colleges	NEW ADDITION In Progress

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
U.S. Department of Education	Title V Cooperative	Developing Hispanic Serving Institutions grant	Arts and Media	\$3.5M	Anticipated deadline date is mid-May 2010	Norco	NEW ADDITION In Progress
U.S. Department of Education	Title V	Developing Hispanic Serving Institutions grant	Engagement Centers	\$2.8M	Anticipated deadline date is mid-May 2010	Riverside	In Progress
National Science Foundation	Course, Curriculum, and Laboratory Improvement	The Course, Curriculum, and Laboratory Improvement (CCLI) program seeks to improve the quality of science, technology, engineering, and mathematics (STEM) education for all undergraduate students. The program supports efforts to create, adapt, and disseminate new learning materials and teaching strategies, develop faculty expertise, implement educational innovations, assess learning and evaluate innovations, and conduct research on STEM teaching and learning.	STEM	\$200,000	Expected to be in May 21, 2010 for phase 1 projects	Riverside	City College has opted to not submit in this cycle
National Science Foundation	Course, Curriculum, and Laboratory Improvement		STEM	\$200,000	Expected to be in May 21, 2010 for phase 1 projects	Norco	Norco College has opted to not submitted this cycle
U.S. Department of Education	Child Care Access Means Parents in School	This program supports the participation of low-income parents in postsecondary education through the provision of subsidized campus-based child care services	Early Childhood Studies	\$300,000	5/8/10	Riverside	No competition in 2010 DOE to fund down the 2009 slate to make a few new awards in FY 2010

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Master Submission Schedule for 2009-10

Agency	Opportunity	Purpose	Initiative Met	Amount	Known or Anticipated Submission Deadline	Applicant	Result
National Endowment for the Arts	Challenge America: Reaching Every Community Fast-Track Review Grants	The Challenge America: Reaching Every Community Fast-Track Review Grants category offers support primarily to small and mid-sized organizations for projects that extend the reach of the arts to underserved populations -- those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability	Performance Riverside	\$10,000	Not announced but expected to be 5/28/10	Riverside/RCCD Foundation	
Economic Development Administration	EDA American Recovery Funding	To promote comprehensive, entrepreneurial and innovation-based economic development efforts to enhance the competitiveness of	Various High-Skill, High	To Be Negotiated	Rolling through 6/30/10	Riverside	Wilfred Marshall, Regional EDA
(EDA)	EDA American Recovery Funding	regions, resulting in increased private investment and higher-skill, higher-wage jobs in regions that have experienced sudden and	Wage	With	Rolling through 6/30/10	Moreno Valley	Manager told us they did not receive the funds they expected and advised that we should not apply
Department of Commerce	EDA American Recovery Funding	severe economic dislocation and job loss due to corporate restructuring	Industry Sectors	Local/Regional EDA Office	Rolling through 6/30/10	Norco	
Bank of America	Arts and Culture	Neighborhood improvement through focus on areas such as education, community development/ neighborhood preservation, arts and culture, and health and human services	Performance Riverside	\$10,000	Ongoing	Riverside/RCCD Foundation	Awarded

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Foundation Grants for Potential Inclusion in the Master Submission Schedule for 2009-10

Agency	Opportunity	Initiative Met	Amount	Known or Anticipated Submission Deadline	Comments	Result
Kresge Foundation	Challenge Grant	Aquatics Complex	\$500K+	February, May, August, November	The appropriate time to submit a letter of intent for a Challenge grant is when your organization has raised initial private gifts, including some lead gifts, toward your private capital campaign fundraising goal. Initial approach: Letter or proposal. Board meeting dates: March, June, September and December. Deadline: None. Final notification: Generally within 4 to 6 months; decisions announced after each board meeting, applicants notified in writing.	Letter of Intent was submitted in December and resulted in an invitation to apply for \$250K in fall 2010
Weingart Foundation	Capital Fund	Aquatics Complex	Will fund construction, 10% of total	Rolling	For specific projects with capital expenditures. Funding is available to support land, facility, equipment purchases, renovations, or new construction. For new construction and major renovation projects, grant amounts will generally not exceed 10% of a total capital budget, and in the case of very large projects, the percentage is likely to be considerably less. For large capital campaigns, an application will generally only be invited for projects that have raised a substantial	Request to be delayed to accommodate Aquatics request
Weingart Foundation	Capital Fund	Nursing and Arts	budget, must have a large portion already funded	Rolling	amount of their fundraising goal, and are either in construction or have a firm construction start date. The Foundation accepts and processes grant requests through our Regular Grant Program throughout the year with no deadlines. Applying to our Regular Grant Program involves a two-step application process.	Request to be delayed to accommodate Aquatics request
Weingart Foundation	Capital Fund	Allied Health	~\$250K	Rolling		

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Foundation Grants for Potential Inclusion in the Master Submission Schedule for 2009-10

Agency	Opportunity	Initiative Met	Amount	Known or Anticipated Submission Deadline	Comments	Result
LA84	N/A	Aquatics Complex	\$100-\$250K	March 13 July 10 October 9 (if not submitted in September 2009)	The LA84 Foundation accepts proposals at any time on a first-come, first-served basis. Please keep in mind that the Board of Directors meets three times per year and it takes months to process an application. For time-sensitive programs beginning between June and September, the grant proposal should be received no later than March 13; for programs beginning between October and December, the grant proposal should be received no later than July 10; for programs beginning between January and May, the grant proposal should be received no later than October 9.	
California Wellness Foundation	Various	Allied Health	~\$100K+	Rolling	Program directors review letters of interest on an ongoing basis.	
California Wellness Foundation	Various	Nursing	~\$100K+	Rolling	Program directors review letters of interest on an ongoing basis.	
The California Endowment	Various	Allied Health	~\$100K+	Rolling	No deadlines	
The California Endowment	Various	Nursing	~\$100K+	Rolling	No deadlines	

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Academic Affairs

**BP 4225 COURSE REPETITION**

**References:**

Title 5 Sections 55040-55046, **55253 and 56029** 55044, and 58164

Students may repeat ***both Non-Repeatable and Repeatable courses that are current courses within the district, according to Administrative Procedures 4225, 4227, 4228 and 4229.***

**Courses may be repeated after a significant lapse of time, which is defined as five (5) or more years.** ~~courses in which substandard grades (D, F, or N/P) were earned; extenuating circumstances demonstrated; a significant lapse of time (defined as 5 years or more); the course is a special class for students with disabilities which needs to be repeated; or, the repetition is necessary to meet a legal mandate as a condition of continued paid or voluntary employment.~~

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history. ***The most recent grade earned shall be used to compute the GPA.***

~~Under special circumstances, students may repeat courses in which a C, CR, P or better grade is earned. The special circumstances are defined in administrative procedures.~~

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Date Adopted: December 9, 2008

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**Revised:**

## Riverside Community College District Policy

No. 6340

### Business and Fiscal Affairs

#### BP 6340 BIDS AND CONTRACTS

##### References:

Education Code Sections 81641 et seq.;  
Public Contract Code Sections 20650 et seq., **and 22030 et seq.**

**Pursuant to Resolution No. 35-09/10** the Board of Trustees **has elected to become subject to the Uniform Public Construction Cost Accounting procedures, commencing with Public Contract Code 22010, and** delegates to the Chancellor, **or designee**, the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- Contracts are not enforceable obligations until they are ratified by the Board.
- Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contract Code Section 20651 shall require prior approval by the Board of Trustees.
- When bids are required according to Public Contract Code Section **22032** ~~(c)20654~~, the Board of Trustees shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or rejects all bids.

If the Chancellor, **or designee**, concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contract Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contract Code Section 20652, the Chancellor is authorized to proceed with a contract.

The District will include in its public works contracts the prevailing wage rates for public works as determined by the Director of the Department of Industrial Relations, State of California.

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Date Adopted: February 26, 2008  
(Replaces Policy 7050)

**Revised:**



**Riverside Community College District Policy**

**No. 6600**

**Business and Fiscal Affairs  
DRAFT**

BP 6600 CAPITAL CONSTRUCTION

**References:**

Education Code Sections 81005 and 81820;  
Title 5 Sections 57150 et seq.

**The Chancellor, *or designee*, is responsible for planning and administrative management of the District's capital outlay and construction program.**

**District construction projects shall be supervised by the *Chancellor, or designee, who* shall monitor the progress of all construction work including inspection of workmanship, completion of work to meet specifications, and the suitability of proposed changes to the scope and original design of the work. The *Chancellor, or designee*, shall assure compliance with laws related to the use of state funds to acquire and convert existing buildings.**

**The Board of Trustees shall approve and submit to the California Community College Board of Governors a five year capital construction plan as required by law. The Chancellor *or designee* shall annually update the plan and present it to the Board of Trustees for approval. The plan shall address, but is not limited to, the criteria contained in law, *and will include information regarding the District's Americans with Disabilities Act Transition Plan.***

**It shall be the policy of the Board of Trustees to approve the addition or expansion of major site improvements on real property owned, leased, or otherwise controlled by the Riverside Community College District. The term "major site improvements" shall be considered to include any structure to be placed on the land, or improvement to the land, that will be in place for more than one year. Major site improvements include buildings, trailers, improved parks, roads, relocatable structures, and athletic fields.**

**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in ***italic type*** is additional language to consider including in this policy. 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 CCLC and the League's legal counsel)*

**Riverside Community College District Policy**

**No. 7240**

**Human Resources**  
**DRAFT**

**BP 7240 CONFIDENTIAL EMPLOYEES**

**Reference:**

Government Code Section 3540.1(c)

**Confidential employees are those who are required to develop or represent management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a confidential employee.**

**A determination whether a position is a confidential one shall be made by the Board of Trustees in accordance with applicable law.**

**Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative and the terms and conditions of their employment are not controlled by any collective bargaining agreement.**

***Because Confidential employees are employed as regular members of the classified service, employment shall be consistent with other provisions of these policies regarding employment of classified employees.***

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**NOTE:** *This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.*

---

**Date Adopted:**

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: May 18, 2010

Subject: Revised and New Board Policies – Second Reading

Background: In keeping with our current process of updating our Board Policies and Administrative Procedures, the items below come before the Board for second reading and approval.

Academic Affairs

BP 4225 – Course Repetition – This is a revision of the Policy which was originally adopted by the Board on December 9, 2008.

Business and Fiscal Affairs

BP 6340 – Bids and Contracts – This is a revision of the Policy which was originally adopted by the Board on February 26, 2008 and is being updated to reflect the action taken by the Board on February 16, 2010.

BP 6600 – Capital Construction – This is a new Board Policy for the District.

Human Resources

BP 7240 – Confidential Employees – This is a new Board Policy for the District.

Recommended Action: It is recommended that the Board of Trustees approve Board Policies 4225, 6340, 6600 and 7240.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-1

Date: May 18, 2010

Subject: Capital Project Management System with Logic Domain

Background: On March 20, 2007, the Board of Trustees approved an agreement using Measure C funds in the total amount of \$96,000 with Logic Domain to provide hardware, software, standard installation, set up, training and three years of support and maintenance for a Capital Project Management System (CPMS). The CPMS is a user-friendly system that allow the District to manage and control individual projects from planning and budgeting through design and construction. (Please note the change in amount of the initial agreement above. Subsequent to the Facilities Committee meeting on May 4, 2010, the amount was corrected from \$133,500, to \$96,000.)

Currently, the CPMS is mainly used within the office of Facilities Planning, Design and Construction. Considering the numerous construction projects planned for by the District (current and future), the CPMS is an effective system to help manage and control projects. Staff now requests approval of Amendment No. 1 with Logic Domain in the total amount of \$28,125 for an additional three years (\$9,375 annually) of ongoing support and maintenance for the Capital Project Management System. Attached is the amendment for the Board's review and consideration. The agreement with Logic Domain, including this amendment and reimbursable expenses, totals \$124,125.

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 1 with Logic Domain in an amount not to exceed \$9,375 annually for the next three years, totaling \$28,125 for ongoing support and maintenance for the Capital Project Management System; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

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

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
LOGIC DOMAIN  
(*Capital Project Management System*)

This document amends the original agreement between the Riverside Community College District and LPA, which was approved by the Board of Trustees on March 20, 2007.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$9,375 annually, not to exceed \$28,125 for the next three years, including reimbursable expenses. The term of this agreement shall be from May 1, 2010, to the estimated completion date of May 1, 2013. Payments shall be paid annually and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 1 as of the date written below.

LOGIC DOMAIN

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Jay Hedjazi  
Principal  
9 Paine Ave.  
Irvine, CA 92614

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Capital Project Management System – Amendment No. 1



Enterprise Application Integration  
Collaborative Planning Tools  
Internet Application Development

### **Compass V8 – Capital Project Accounting/Management System**

Web-based Application for Facilities Development and Planning, Design and Construction Offices

#### **Brief:**

Compass has been developed for school district capital program administrators to better control their projects through detail tracking of budget, cost and scheduling and sharing reports with peers, board members and other stakeholders. Designed and developed in collaboration with Architects, Capital Program Administrators, Directors and Project Managers at the University of California, California State University, Community Colleges and Unified School District offices.

Compass is the ONLY facilities life-cycle application available for Districts to effectively manage and save District dollars while being transparent and accountable for public funds expenditures.

**It's Project Management from the Owner's perspective!**

#### *Features and Benefits*

- Budgeting project accounts and sub-accounts
- Scheduling Study, Planning, Working/Drawings, Construction and Equipment phases
- Forecasting cost (potential change orders and time slippages)
- Complete cost accounting (Encumbrances, invoice payments and other charges)
- Construction module (Request For Information, Bulletins, Submittals, Field order, Change orders) available online to contractors, architects and engineers for document control
- Work order system and task assignment
- Project Calendaring
- Vendors full project activity reporting
- Multiple Prime contractors project activity breakdown and roll ups
- Executive reports include Project Status Reports and Workload distribution
- Account permissions control for multiple user access
- Multi-level password and IP security access and restriction
- Capability to bridge to other control systems such as Peoplesoft and Banner system for monthly reconciliation
- Provides electronic project document repository
- Google Maps connectivity for project locations and site map and real-time onsite camera monitoring

#### *Potential users of the system include:*

- ✓ Capital Program Administrators
- ✓ Directors of Facilities Planning, Design and Construction
- ✓ Project Managers
- ✓ Project Sponsors
- ✓ Governing Board Members (limited access)
- ✓ Oversight Committee (limited access)
- ✓ General Public (limited access)

Exhibit I (continued)



Enterprise Application Integration  
 Collaborative Planning Tools  
 Internet Application Development

*Riverside Community College District*

Item	Description	Cost
	<b>Complete web-based capital project control includes following modules:</b>	<b>\$ 0</b>
Software	> Budgeting project accounts and sub-accounts	
	> Scheduling SPWCE phases	
	> Forecasting cost (potential change orders and time slippages)	
	> Complete cost accounting (Encumbrances, invoice payments and other charges)	
	> Timesheet tracking module	
	> Construction module (RFI, Bulletins, Submittals, Field order, Change orders)	
	Available online to contractors, architects and engineers for document control	
	> Work order system and task assignment	
	> Vendors full project activity reporting	
	> Multiple Prime contractors project activity breakdown and roll ups	
Support	> Project Number, Job number, Phase, Funding source, Individual contract reporting	
	> Executive reports include Project Status Reports and Workload distribution	
	> Account permissions control for multiple user access	
	> Multi-level password and IP security access and restriction	
	> Google Maps on project locations and easy access for Board Members to view project information	
	<b>Annual Basic Support &amp; Maintenance Package includes:</b>	
	> Department users support with issues accessing the application and the Compass information	<b>\$12,500</b>
	> Monthly Compass data backup	
	> Microsoft Server 2003, SQL server 2005 and Coldfusion server MX7 patches and updates from the software manufacturer	
	> Application anomalies fixes due to technological changes	
> Additional minor requested reports to be added to the system		
> Continuous monitoring of the application via automatic alerts		
> 4 hour response time to issues		
> New staff training		
> New upgrades are included as new features are added to the system		
	<b>Preferred client 25% discount</b>	<b>(\$3,125.00)</b>
	<b>Total Cost</b>	<b>\$ 9,375.00</b>
Special Notes	The 25% discount is due to State's economic downturn. This is a small token of Logic Domain's appreciation for previous business from RCCD and our small contribution to the California's economic recovery.	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-2

Date: May 18, 2010

Subject: Alumni Carriage House Restoration

Background: Riverside Community College District's (RCCD) Alumni House located on Ramona Drive across from the Riverside City College was built in 1913 and is considered a historical landmark. Currently, the RCCD Foundation offices reside in the Alumni House and use the Carriage House as the District photography studio and storage area. The Carriage House has experienced significant dry-rot within the roof. The District's Facilities Maintenance and Operations department has maintained the roof; however, now the deteriorated roof structure requires considerable expenditures to repair the structure and protect life and property.

This historic Carriage House requires complete replacement and restoration of the existing roof. The Carriage House must be reframed and reroofed to match the original historic appearance. Existing walls of the building will remain as is, and are assumed to be structurally acceptable.

Staff therefore requests approval of an agreement with Broeske Architects & Associates, Inc. to provide design services for the Alumni Carriage House Restoration. Services provided by the architect would include; generating plans and elevations, preparing complete architectural and structural construction documents, submitting drawings to the Cultural Heritage Board for approval, and also submitting plans to the City of Riverside Building Department for review and approval. The agreement with Broeske Architects & Associates, Inc. is in an amount not to exceed \$16,000. Photos and agreement is attached for the Board's review and consideration. Once the design is complete, staff will present the Board with the final design for review and approval.

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

Recommended Action: It is recommended that the Board of Trustees approve an agreement with Broeske Architects & Associates, Inc. in an amount not to exceed \$16,000 for RCCD's Alumni Carriage House Restoration project; and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray  
Chancellor

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



ARCHITECTURAL SERVICES AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
And  
BROESKE ARCHITECTS & ASSOCIATES, INC.

This AGREEMENT is made and entered into on the 19<sup>th</sup> day of May, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and BROESKE ARCHITECTS & ASSOCIATES, INC., hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the ALUMNI CARRIAGE HOUSE RESTORATION, hereinafter referred to as "PROJECT", located at 3564 Ramona Drive, Riverside, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ARCHITECT’S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT and ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this Agreement.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

ARTICLE II – SCOPE OF ARCHITECT’S SERVICES

1. The ARCHITECT's services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.
2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, and public utilities, as well as City of Riverside Building construction approvals.
3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.
4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.
6. The ARCHITECT shall provide planning surveys, site valuations and comparative studies of prospective sites, buildings or locations.
7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.
8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.
9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
12. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment or labor.
13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
15. The ARCHITECT shall provide historical renovation specialists required for the facade restoration, as directed by the DISTRICT.
16. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.
17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.
18. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.
20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition,

ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. Schematic Design Phase

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to the City of Riverside and the Cultural Heritage Board.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

25. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to the City of Riverside and the Cultural Heritage Board.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

26. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the City of Riverside and the Cultural Heritage Board having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the City of Riverside and the Cultural Heritage Board and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact

costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## 27. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. IN addition, ARCHITECT shall provide DISTRICT and an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## 28. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ARCHITECT shall reproduce fifteen (15) sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant change in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a



final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as the City of Riverside and the Cultural Heritage Board, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare an AutoCAD file of all as-built conditions at no additional cost.

v. Although not a DSA project, prior to start of construction, the following two documents are required:

- (i) Contract Information Form DSA-102.
- (ii) Inspector Qualification Record Form DSA-5 should be Submitted 10 days prior to the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## 29. PROJECT Close-Out

a. During the period the PROJECT is under construction the following documents are required:

- (i) Copies of the Inspector of Record's semi-monthly reports.
- (ii) Copies of the laboratory reports on all tests or laboratory Inspections as returned and done on the PROJECT.

b. Upon completion of construction of the PROJECT, the following reports are required:

- (i) Copy of the Notice of Completion.
- (ii) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (iii) Weighmaster's Certificate (if required by approved drawings And specifications).
- (iv) Verification by the City Inspector that all items noted on any "Field Trip Notes" have been corrected.

### ARTICLE III – ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other service not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### ARTICLE IV – DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the

Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

#### ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit;
  - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
  - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
  - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget.

#### ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

#### ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

#### ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other

party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination

by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

ARCHITECT shall maintain, on a generally recognized accounting basis, auditable books, records, documents, and other evidence pertaining to direct personnel, costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

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

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

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

#### ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed Fourteen Thousand, Five Hundred Dollars (\$14,500) and shall be paid as follows:

1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.

2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of estimated Architect Fee.

Design Development: 15% of estimated Architect Fee.

Construction Documents: 40% of estimated Architect Fee, to be paid monthly (Based on actual level of completion.)

City of Riverside/

Cultural Heritage Board Approval: 5% of estimated Architect fee.

Bidding Phase: 3% of estimated Architect fee.

Construction Admin: 25%, to be paid monthly based on actual level of completion. (Based on accepted bid.)

Occupancy Approval Notice: 2% of estimated Architect fee.

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION 100% of actual Architect Fee based on accepted bid.

3. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and Consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

#### ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.



2. Reimbursable expenses are estimated to be One Thousand, Five Hundred Dollars (\$1,500), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, or other public agencies.

#### ARTICLE XII – EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape ARCHITECT, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.

4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

#### ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor

during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed

by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and

maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives have executed this AGREEMENT as of the day and year written below.

BROESKE ARCHITECT &  
ASSOCIATES, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

James L. Broeske  
Principal  
4344 Latham Street, Ste. 100  
Riverside, CA 92501

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

Attachment A



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-3

Date: May 18, 2010

Subject: Learning Gateway Building (formerly Parking Structure & Surge Space)

Background: On April 28, 2009, the Board of Trustees approved an agreement with LPA to provide planning and design services for the Parking Structure and Surge Space project located at the Moreno Valley College in the amount of \$1,910,000 using Measure “C” funds. On December 15, 2009, staff and LPA architects presented a project design to the Board of Trustees for consideration and approval. The Board approved the scope design of the project and a tentative budget amount of \$31,800,000 using Measure “C” funds. On February 17, 2010, the Board of Trustees approved an amendment with LPA in the amount of \$125,000 to provide design and engineering services for the Parking Structure and Surge Space - Lion’s Replacement Parking Lot.

At this time, the Moreno Valley College requests to change the project name from “Parking Structure and Surge Space” to the “Learning Gateway Building”. Since the structure is more of a comprehensive building, the college finds that the requested tentative project name, “Learning Gateway Building”, would be more appropriate. Once the project is completed, a permanent name will be addressed.

Additionally, staff now requests approval of Amendment No. 2 with LPA in the total amount of \$44,500. This amendment amount includes an additional \$19,500 to augment the fire sprinkler design allowance. Also included within the amendment is \$25,000 for furniture design and management services to assist the college in procurement of Group II furnishings within the building. The amendment is attached for the Board’s review and consideration. The LPA agreement, including the two amendments and reimbursable expenses, totals \$2,079,500.

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

Recommended Action: It is recommended that the Board of Trustees approve the project name change of the “Parking Structure and Surge Space” to the “Learning Gateway Building”; and approve Amendment No. 2 with LPA in an amount not to exceed \$44,500 for the project; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez, President, Moreno Valley College

Reagan Romali, Vice President, Business Services, Moreno Valley College

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

SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
LPA  
*(Learning Gateway Building – Moreno Valley College)*

This document amends the original agreement and Amendment No. 1 between the Riverside Community College District and LPA, which was approved by the Board of Trustees on April 28, 2009 and February 16, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$44,500, including reimbursable expenses. The term of this agreement shall be from the original agreement date of April 29, 2009, to the estimated completion date of October 31, 2011. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 2 as of the date written below.

LPA

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

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

Robert O. Kupper, AIA  
Chief Executive Officer  
5161 California Ave., Suite 100  
Irvine, CA 92617

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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



## Exhibit I

Project: Learning Gateway Building – Moreno Valley College  
(formerly *Parking Structure and Surge Space*)

### I. Fire Sprinkler Design – Additional Allowance

Sprinkler System Consulting and Design services includes the following:

- Design Development
- Construction Documents
- DSA Plan Check
- Construction Administration (Construction Review)
- Fire Sprinkler Contractor Shop Drawing Review

Additional compensation is at a fixed additional fee of Nineteen Thousand, Five Hundred Dollars (\$19,500), totaling the Fire Sprinkler Design Allowance amount to a total fee of Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00).

The fee breakdown is as follows:

Phase	Fee
Design Development	\$18,500
Construction Documents	\$11,000
DSA Plan Check	\$8,000
Construction Administration	\$5,500
Shop Drawing Review	\$6,500
<i>Total:</i>	<i>\$49,500</i>

### II. Furniture Design and Management - Additional Services

In the Furniture Design and Management phase LPA shall provide the following outlined services necessary for the specific design, selection, specification, purchase, installation and coordination of the moveable Group II furnishings for the Learning Gateway Building. LPA will work diligently to coordinate the most favorable pricing and services of furniture items for the Riverside Community College District at the Moreno Valley College (RCCD/MVC) based on state/nation-wide or local purchasing agreements and established district standards. Specific areas included in the Scope of Services include product selection, space plan test-fits based on selections, electrical/data coordination, color/finishes selection and coordination as described in Phases 1.0-3.0 below. The design, selection and documentation work effort is generally anticipated to occur in one primary phase for each of the listed projects with procurement per the approved schedule.

The following scope of services shall be provided as necessary for the Learning Gateway Building at the Moreno Valley College.

## Exhibit I (continued)

### 1.0 PRE-PROCUREMENT & DESIGN PHASE

#### 1.01 Project Kick-Off

Meet with key RCCD/MVC representatives to define goals for furniture evaluation, including image, budget, and schedule.

.01 Prepare an initial project furniture budget and schedule for review and approval by RCCD/MVC.

.02 One (1) revision to the preliminary budget and schedule is included in the basic scope, if applicable.

#### 1.02 Procurement Strategies

Develop a strategy with RCCD/MVC for selecting and purchasing dealer negotiated furnishings and direct purchase items.

.01 One (1) meeting with RCCD/MVC to confirm existing furniture contracts and procurement methods are valid.

.02 Discuss furniture delivery and storage requirements with RCCD/MVC based upon the construction and occupancy schedule.

.03 Review installation coordination as it relates to construction and security issues.

#### 1.03 Design Phase

Based on programming information, develop the design and layout of furniture for all interior spaces, including public spaces, workplace environments, meeting rooms, lounges, dining spaces, support areas, storage and filing needs. This includes furniture types and quantities based upon functional uses of spaces and capacity.

.01 Utilize existing or new standards as the basis for furniture selection in administrative, faculty offices, and meeting spaces.

.02 Evaluate and develop standards for lounge, dining, and public type furniture such as tables, chairs, sofas, and guest seating. Develop specifications, materials and finishes for these items.

.03 Discuss optional/ancillary product selections, where applicable.

.04 Identify and develop accessories list to compliment furniture standards.

.04 Develop furniture plans.

.05 Develop a budget based on selections.

#### 1.04 Presentation of Furniture Package

Present budget and furniture layouts, including furniture plans, generic workspaces, recommended furniture items, materials and finishes as outlined above for review and comment by RCCD/MVC.

.01 Adjust furnishing recommendations and budget to incorporate RCCD/MVC comments.

## Exhibit I (continued)

### 1.05 Deliverables for Pre-Procurement and Design Phase

- .01 Furniture budget, plus one (1) revision, if applicable.
- .02 Project schedule; revise as necessary.
- .03 Programming criteria for all furnishings.
- .04 Six (6) project meetings.
- .05 Furniture layout plan, plus one (1) revision, if applicable.
- .06 Preliminary specifications, plus one (1) revision, if applicable.

### 2.0 DOCUMENTATION PHASE

- .01 Prepare final furniture layout plans with codes to reference each piece of furniture to a specification.
- .02 Coordinate and finalize electrical/data locations shown on construction documents.
- .03 Based on approved selections and design documentation provided by LPA, develop final furniture layout and specifications for distribution to construction manager for review and response.
- .04 Obtain RCCD/MVC approval of furniture layout plans and specifications, including one (1) minor revision.
- .05 Review dealer generated furniture documents as necessary. RCCD/MVC to issue purchase orders for all furniture to the Dealer so that orders can be placed.
- .06 Update project schedule in coordination with the construction schedule and furniture acknowledgements.
- .07 Review with RCCD/MVC, delivery, storage and installation for coordination with construction.

### 2.01 Deliverables for Documentation Phase

- .01 Final Furniture Specifications.
- .02 Final Coded Furniture Layout Plans.

## Exhibit I (continued)

- .03 One (1) meeting with RCCD/MVC.

### 3.0 INSTALLATION ADMINISTRATION SERVICES

- .01 Beginning one month from installation, attend bi-weekly job-site meetings to answer questions, finalize delivery dates and installation procedures, confirm access and establish installation policies.
- .02 Coordinate with construction manager for estimated delivery and installation dates.
- .03 Upon completion of installation, confirm completeness of installed furniture and develop a corrective work list of missing items or corrective measures required.
- .04 Follow-up to conclusion of corrective work items to assure completion, anticipated not to exceed thirty (30) days. One (1) follow-up walk thru of the installation is included in the basic scope.

## Exhibit I (continued)

### 3.01 Deliverables for Installation Administration Phase

- .01 Four (4) project meetings.
- .02 Installation meetings, punch-walk and follow-up corrective meeting.
- .03 Corrective work list and follow-up.

### COMPENSATION

LPA's design and management services to RCCD/MVC for the design, procurement, and installation of furniture as outlined in Phase's 1.0-3.0, would be billed on an hourly basis not to exceed \$20,000 and a \$5,000 expense allowance. Additional expenses will be billed pursuant to the terms of the basic services agreement.

Group II Budget: To be determined

### BASIC HOURLY RATE SCHEDULE

The professional service rates for this scope of services are based on the existing agreement in the base contract for Architectural Design Services.

### EXPENSES

In addition to compensation for basic services, RCCD/MVC shall reimburse LPA at cost (without additional fee or mark-up) on a monthly basis for costs related to expenses incurred as described below. If RCCD/MVC prefers that expenses be included in the basic design fee, LPA would suggest an allowance as described above.

*Expenses* such as the following are included in the basic fee for Design services:

- A. Telephone charges.
- B. Expenses for reproductions of drawings, plans and construction documents, including CAD plotting for the exclusive in-house use by design team.
- C. Typical in-house expenses such as facsimile and photocopies.
- D. Travel expenses

*Expenses* such as the following are excluded from the fee for Design services:

- A. Charges for materials relating to presentation boards or in-house renderings of the project.
- B. Expenses for CAD plotting of drawings, plans and construction documents for RCCD/MVC use.
- C. Expenses for reproductions of drawings, plans, construction documents and specifications.
- D. Delivery of reproductions and submittals.
- E. Photographs, Photostats and other special reproductions required for the project.
- F. Travel expenses including mileage or travel outside Orange and Riverside County, California.
- G. Miscellaneous items such as presentation photos, photo development, etc.
- H. Agency and Plan Check submittal fee
- I. Permit or construction fees

## Exhibit I (continued)

### EXCLUSIONS AND QUALIFICATIONS

**Equipment Coordination:** With respect to equipment coordination, under this scope of services LPA's involvement consists of identifying existing and new equipment, to be developed by RCCD/MVC, and locating these items on the furniture plans. Kitchen equipment, audio/visual, and retail furnishings are some examples of items not included in the Basic Scope of Services. Documentation noted in this section can be in the form of an equipment legend coded to the plans for move, coordination, and placement purposes.

**Existing Furniture Inventory:** The inventory of existing furniture for re-use is not factored as part of this scope of services.

**Deliverables:** The preceding description(s) of services generally describe the activities associated with executing each phase of the work. The necessity for, and the extent to, which the Architect and Architect's consultants must commit time and resources, any specific activity will vary depending on the needs of the Project. Consequently, these descriptions do not represent a list of 'Deliverables'.

**Meetings:** Where the maximum number of meetings to be included in Architect's services are specified herein and/or attached project schedule, Architect and Architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services. Meetings, however, shall not be prorated and Architect's fee shall not be reduced should fewer than the specified number of meetings necessary in order for Architect and Architect's consultants to complete the professional services of this Agreement.

**Consultation and Coordination:** All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

**Documents:** Documents described in the preceding description(s) of services shall be provided as appropriate for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-4

Date: May 18, 2010

Subject: Norco Operations Center Project

Background: On May 19, 2009, the Board of Trustees approved the planning and design of the Operations Center project located at the Norco College and allocated funding in the amount of \$1,600,000 using District Measure “C” funds. An agreement with Hill Partnership, Inc. (HPI) in the amount of \$809,600 was also approved in order to provide design and engineering services for the project. On January 26, 2010, the Board of Trustees approved Amendment No. 1 with HPI for additional design and engineering services in the amount of \$11,385.

Staff now requests approval of Amendment No. 2 with HPI in the amount of \$22,451.50 for site improvements to the Norco Operations Center project. The changes requested by the College include an extension of the service road and retaining structure, new landscape/hardscape, lighting and drainage improvements and adding an alternative energy (LEED) wind turbine for the site areas defined in Attachment A of the amendment. Amendment No. 2 is attached for the Board’s review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$843,436.50

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

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 2 with Hill Partnership, Inc. in an amount not to exceed \$22,451.50, to extend site improvements for the Operations Center project, located at the Norco College; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Brenda Davis  
President  
Norco College

Curt Mitchell  
Vice President, Business Services  
Norco College

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

SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HILL PARTNERHSIP, INC.  
*(Operations Center Project – Norco College)*

This document amends the original agreement and Amendment No. 1 between the Riverside Community College District on behalf of the Norco College, and Hill Partnership, Inc., which was approved by the Board of Trustees on May 19, 2009 and January 26, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$22,451.50, including reimbursable expenses. The term of this agreement shall be from the original agreement date of May 20, 2009, to the extended estimated completion date of January 31, 2012. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 2 as of the date written below.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Lawrence A. Frapwell  
President  
115 Twenty-Second St.  
Newport Beach, CA 92663

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Operations Center at Norco College

### *SITE IMPROVEMENTS*

Provide architectural, landscape architecture, structural and civil engineering services for site related improvements. See Attachment 'A' for reference.

The site improvements will include a new service road including retaining structures, and adding an alternative energy (LEED) wind turbine, new landscape/hardscape, lighting and drainage improvements for the site areas defined in Attachment "A". The proposed improvements will be designed and engineered to tie into / relate to existing improvements.

As a part of the referenced services a comprehensive palette of site lighting fixtures, landscape and hardscape improvements will be developed for review/approval by the College.

### *TECHNOLOGY CONSULTING SERVICES*

Substitute Information Technology Solutions, LLC (ITS) in lieu of Vantage Technology Consulting Group (Vantage) to provide the technology consulting services described in the original Agreement between the DISTRICT and HPI.

### *OTHER CONDITIONS OF SERVICE*

All conditions of the original Agreement shall apply to the provision of the above reference services.

### *COMPENSATION*

HPI proposes to provide the services outlined above on a fixed fee basis of Twenty-two Thousand, Four Hundred Fifty-One Dollars and Fifty Cents (\$22,451.50) as outlined below:

#### *SITE IMPROVEMENTS*

Architectural Services (HPI)		\$ 10,000.00
Landscape Architecture (DES)	\$ 14,000.00 x 1.1	\$ 15,400.00
Civil Engineering (Hall and Foreman)	\$ 8,000.00 x 1.1	\$ 8,800.00
Structural Engineering (MHP):	\$ 4,000.00 x 1.1	<u>\$ 4,400.00</u>
	Sub-Total	\$ 38,600.00

#### *TECHNOLOGY CONSULTING SERVICES*

Vantage Technology Consulting Group (Vantage)		(\$ 49,000.00)
Information Technology Solutions, LLC (ITS)	\$ 29,865.00 x 1.1	<u>\$ 32,851.50</u>
	Sub-Total	(\$ 16,148.50)

Total Additional Services for Amendment No. 2: \$22,451.50



Attachment A

