

- C. 2008-2011 Agreement Between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association
- Recommend ratification of the agreement.
Recommended Action: Request for Ratification

- D. Memorandum of Understanding (MOU) between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association
- Recommend ratifying the MOU regarding the implementation of the classification study and the classified salary schedules (hourly, monthly, annually) and the placement of classified positions on the salary schedule.
Recommended Action: Request for Ratification

- E. Revision to Board Committee Meeting Schedule
- Recommend revising Board Committee schedule for the remainder of 2009 for those meetings to be held the first Tuesday of the month.
Recommended Action: Revise Board Committee Meeting Schedule

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

- 1. Personnel
- Appointments and assignments of academic and classified employees.
 - a. Academic Personnel
 - 1. Appointments
 - (a) Management (None)
 - (b) Contract Faculty
 - (c) Long-Term, Temporary Faculty (None)
 - 2. Notices of Employment – Categorically-Funded Faculty, Academic Year 2009-2010
 - 3. Salary Placement Adjustment
 - 4. Rescind Appointment
 - 5. Rescind Extra-Curricular Assignment

- b. Classified Personnel
 - 1. Appointments
 - (a) Management/Supervisory
 - (b) Management/Supervisory – Categorically Funded
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Short Term
 - (f) Temporary As Needed Student Workers
 - 2. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)
 - 3. Request to Rescind Approval
 - 4. Request to Go Back to Regular Full-time Workload
 - 5. Request for Permanent Decrease in Workload for Categorically-Funded Position
 - 6. Request to Adjust Effective Date of Non-Continuance of Probationary Employee
 - 7. Non-Continuance of Categorical Funds
 - 8. Separations
- 2. Purchase Order and Warrant Report—All District Funds
 - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
- 3. Budget Adjustments (None)
- 4. Bid Awards
 - a. Award of Bid – Lion’s Den Renovation, Moreno Valley
 - Recommend awarding a bid.

- b. Award of Bid – Lion’s Den Renovation Interim Utilities, Moreno Valley
- Recommend awarding a bid.
 - c. Award of Bid Ratification – Safety and 3rd Street Improvements, Norco
- Recommend awarding a bid.
 - d. Award of Bid Ratification – Safety and Site Improvements, Moreno Valley
- Recommend awarding a bid.
 - e. Award of Bid – Entry Way Upgrades, District Office
- Recommend awarding a bid.
 - f. Award of Bid – Landis Auditorium Roof, Riverside
- Recommend awarding a bid.
 - g. Bid Rejection – Lion’s Den Fixtures, Furniture & Equipment, Moreno Valley
5. Out-of State Travel
- Recommend approving out-of-state travel requests.
6. Grants, Contracts and Agreements
- a. Contracts and Agreements Report Less than \$76,700 – All District Funds
- Recommend ratifying the listing of the District’s contracts and agreements that are less than \$76,700, pursuant to Public Contract Code Section 20650.
 - b. Agreement with the Riverside County Superintendent of Schools
- Recommend approving a continuing agreement to provide the District with information technology support services related to the County’s Galaxy System.
 - c. Norco Campus Soccer Field Project – Phase II, General Contractor Amendment
- Recommend approving the reduction of retention from progress payments.
 - d. Agreement with County of Riverside, Sheriff’s Department
- Recommend ratifying the agreement for the services of continuity officers for the Basic Peach Officer Training Academy.

- e. Administration of Justice Training Services
 - Recommend ratifying the agreement with County of Riverside, Sheriff's Department to provide administration of justice training services and education at the Ben Clark Training Center.
- f. Professional Expert Services Agreement
 - Recommend approving the agreement for employment of Assistant Head Football Coach/Offensive Coordinator/Strength Coach.
- g. First Amended Agreement for Joint Use of Facilities for the Phillip M. Stokoe Elementary School and Innovative Learning Center
 - Recommend approving the first amended agreement for the use of classrooms, administrative offices and grounds.

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. Resolution for Delegation of Signature Authority – Resolution No. 01-09/10 Community Development Block Grant
 - Recommend delegating signature authority to the Vice Chancellor of Administration and Finance for the grant documents and agreement.
- c. Phase III – Norco/Industrial Technology Center Project – Purchase Using General Services Administration
 - Recommend approving use of the General Services Administration contract to purchase audio visual installation supplies in conjunction with configuration and integration services.
- d. Notices of Completion
 - Recommend accepting listed projects as complete, approving the execution of the Notices of Completion and authorizing their signature.
- e. Norco Campus Soccer Field Project – Phase II, Subcontractor Substitution
 - Recommend approving the addition of subcontractors.

Recommended Action: Request for Approval and Ratification

- B. Information (None)

VI. Board Committee Reports

A. Teaching and Learning Committee

1. Culinary Academy Grant
- Recommend ratifying an agreement with Community Action Partnership, County of Riverside, to provide services and equipment at the Culinary Academy.
2. Performance Riverside 2009-2010 Season Contract
- Recommend approving an agreement with OD Music to provide paymaster services for the professional talent for Performance Riverside productions.
3. Academic Programs Abroad Fall 2009
- Recommend approving an agreement with Centers for Academic Programs Abroad International Education to provide educational services for the student abroad program in Florence, Italy.

Recommended Action: Request for Ratification/Approval

4. Accountability Reporting for Community Colleges
- Recommend receiving the report from the California Community College's Chancellor Office.

Information Only

B. Resources Committee

1. Riverside City Campus Interim Parking – Lease Agreement
- Recommend approving the agreement to be funded by Measure C to provide interim parking during construction of the Aquatics Complex and Nursing/Science Building projects on the Riverside Campus.
2. Riverside Nursing/Science Building Project – Design Amendment
- Recommend approving an amendment to a design services agreement to provide hazardous materials management services.
3. Norco Campus – Soccer Field Project – Design Services Amendment
- Recommend approving an amendment to a design services agreement to provide city permit fees and other fees pertaining to the processing of planning documents for this project.
4. Norco Campus Soccer Field Project – Phase II, Change Order No. 1
- Recommend approving a change order.

5. Phase III – Norco/Industrial Technology Project – Material Testing Amendment
- Recommend approving an amendment to a multiple prime construction management agreement to provide for additional inspection and materials testing services.
6. Phase III – Norco/Industrial Technology Project – Change Orders
- Recommend approving change orders.
7. West End Quad Emergency Electrical Service Repair Project (Norco Campus) – Budget Approval – Resolution No. 2-09/10
- Recommend approving a Resolution declaring an electrical services emergency and utilizing Measure C funds for the repair and replacement of said services.

Recommended Action: Request for Approval

C. Planning Committee

1. Moreno Valley Phase III – Student Academic Services Facility – Design Amendment
- Recommend ratifying an amendment with WWCOT Architecture to provide additional design services.
2. Riverside Aquatics Complex – Fire Sprinkler System
- Recommend approving the award of a bid to Daart Engineering Company, Inc., but proceed with the Shop Drawings only portion at this time.

Recommended Action: Request for Ratification/Approval

D. Governance Committee

1. Revised and New Board Policies – First Reading
- Recommend accepting Board Policies 3505C, 3551, 3570, 4250, 5110 and 7232 for first reading.

Recommended Action: Accept for First Reading

2. Revised and New Board Policies – Second Reading
- Recommend approving Board Policies 2015, 2713, 3950, 4106, 5160, 5400, 5405, 5410, 5420, 5430, 7210, and 7217, as well as Administrative Procedure 2015.

Recommended Action: Request for Approval

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the June 9, 2009 Board of Trustees Teaching and Learning, Planning, Governance and Resources Committee meetings.

Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

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

IX. Bargaining Unit Reports

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

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.
Information Only
- B. Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee
- Recommend accepting the 2007-2008 Annual Report.
Recommended Action: Accept Annual Report
- C. Recognition of Outgoing Citizens' Bond Oversight Committee Members
- Recommend recognizing the outgoing members of the committee for their service to the public and to the District.
Recommended Action: Recognize Outgoing Members of the CBOC Committee
- D. Appointment of Individuals to the Measure C Citizens' Bond Oversight Committee
- Recommend appointing an individual to the community-at-large category for an initial two-year term of service.
Recommended Action: Appoint Individual to the Measure C Citizens' Bond Oversight Committee

XI. Closed Session

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

Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE SPECIAL BOARD OF TRUSTEES
MEETING OF JUNE 9, 2009

President Blumenthal called the special meeting of the Board of Trustees to order at 10:55 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Ms. Ruth Jones, Student Trustee

Staff Present

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

Mr. Aaron Brown, Associate Vice Chancellor, Finance, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 10:56 p.m. to confer with labor negotiator; RCC agency designated representative: Irving G. Hendrick; Employee organization: CSEA Classified Employees, Confidential and Management employees, pursuant to Government Code Section 54957.6. Recommended action to be determined.

CLOSED SESSION

The Board reconvened to open session at 11:45 p.m., announcing no action taken, and adjourned the meeting.

RECONVENE AND ADJOURN

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF JUNE 16, 2009

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

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano
Ms. Brianna Duru, 2009-2010 Student Trustee
Ms. Ruth Jones, 2008-2009 Student Trustee (Left at 7:30 p.m.)

Staff Present

Dr. Irving Hendrick, Interim Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Ms. Paula McCroskey, District Dean, Disabled Student Program and Services
Dr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Sal Soto, Vice President, Academic Senate, Moreno Valley Campus
Dr. Dariush Haghghat, President, CTA

Student Trustee Ruth Jones led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees amend the agenda to add item II-B, which arose subsequent to posting the agenda and must be considered. Motion carried. (4 ayes, 1 absent [Medina])

MOTION TO AMEND AGENDA

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the special meeting of May 12, 2009. Motion carried. (4 ayes; 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF MAY 12, 2009

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the minutes of the special meeting of May 19, 2009. Motion carried. (4 ayes; 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF MAY 19, 2009

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of May 19, 2009. Motion carried. (4 ayes; 1 absent [Medina])

MINUTES OF THE REGULAR MEETING OF MAY 19, 2009

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the special meeting of June 3, 2009. Motion carried. (4 ayes; 1 absent [Medina])

MINUTES OF THE SPECIAL MEETING OF JUNE 3, 2009

CHANCELLOR'S REPORTS

Presentations

Dr. Muto introduced Coach Barry Meier, District Dean, Physical Education and Athletics, who introduced Coach Jim McCarron, Head Men's Track and Field and Cross Country Coach, who recognized members of the RCC Men's Track and Field State Championship Team: Mr. Daniel Cooper, Mr. Samuel Jeter, Jr., Mr. Stephan May, Mr. Marquis Pilchur, Mr. Kevin Rodgers, and Mr. Cameron Stepney.

"Recognition of RCC Men's Track and Field State Championship" – Dr. Jan Muto, President, Riverside City College

Board President Blumenthal presented Student Trustee Jones with a \$300 Spring 2009 scholarship award for serving as the District's student trustee.

"Presentation of Spring 2009 Scholarship Award to Student Trustee" – Ms. Virginia Blumenthal, President, Board of Trustees

Dr. Hendrick swore in Ms. Dura as the 2009-2010 Student Trustees.

"Administration of Oath of Office to Student Trustee" – Irving G. Hendrick, Interim Chancellor

Dr. Muto introduced Dr. Ed Bush, Vice President, Student Services, RCC, who recognized RCC staff for their contributions to the Memorial Day Recognition that took place on May 21, 2009.

"Recognition of RCC Staff for Memorial Day Celebration" – Dr. Jan Muto, President, Riverside City College

CHANCELLOR’S REPORT

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the submission of the letter from the District’s Interim Chancellor to the State Chancellor’s Office with respect to the Riverside City College Nursing/Sciences Building project. Motion carried. (4 ayes, 1 absent [Medina])

State Construction Reimbursement Program and Riverside City College Nursing/Sciences Building Project

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

STUDENT REPORT

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 67)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$4,707,310 and District Warrant Claims totaling \$6,066,041; (Appendix No. 68)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented, and authorize making the necessary balancing transfers among the various accounts and funds of the District; (Appendix No. 69)

Budget Adjustments

Approve adding the revenue and expenditures of \$660,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution, contingent upon the Board of Trustees’ approval of Board Report No. VI-A-6, presented later in this agenda;

Resolution to Amend Budget – Resolution No. 51-08/09 2008-2009 Summer Youth Employment Program

Approve adding the revenue and expenditures of \$495,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 52-08/09 2008-2009 Workforce Investment Act Allied Health Program Expansion

Approve adding the revenue and expenditures of

Resolution to Amend Budget –

\$2,018,000 to the budget, and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

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

Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix No. 70)

Award of bid for the project in the amount of \$73,430, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Award the two (2) construction trade bids for the total amount of \$297,373, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreements;

Grant out-of-state travel; (Appendix No. 71)

Ratify the listed contracts and agreements totaling \$116,455; (Appendix No. 72)

Approve addendum to the agreement with Dr. C. Michael Webster for facility and business planning services, and authorize the Vice Chancellor, Administration and Finance, to sign the addendum to the agreement; [not approved]

Approve the Memorandum of Understanding with Riverside Gateway to College Early College High School to provide staff to operate the program, from July 1, 2009 through June 30, 2014, in an amount not to exceed \$346,000, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding;

Resolution No. 53-08/09 2008-2009 Norco Industrial Technology Facility Project - Equipment

Resolution to Amend Budget – Resolution No. 54-08/09 2008-2009 Resource 3200 – Food Services

Contingency Budget Adjustments

Award of Bid – Wallpaper Removal and Paint Project - Norco

Bid Awards – Student Success Center - Norco

Out-of-State Travel

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

Amendment to Agreement for Facility and Business Planning Services

Riverside Gateway to College

Authorize the removal of Dr. Irving G. Hendrick, Interim Chancellor, commencing July 1, 2009, and authorizing the addition of Dr. Gregory W. Gray, Chancellor, commencing July 1, 2009, to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, purchase orders and grant documents; and authorize Mr. Orin Williams, associate vice chancellor, facilities planning, design and construction, to sign change orders;

Signature Authorization

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, by unanimous vote; (Appendix No. 73)

Surplus Property

Accept the project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the notice;

Notice of Completion – Food Service Remodel Project

Accept the project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the notice;

Notice of Completion – Life Science Air Handler Replacement Project

Accept the project as complete; approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the notice.

Notice of Completion – Seismic Project

Accept the donated items from the Miné Okubo bequest; (Appendix No. 74)

Donation – Miné Okubo Collection

Motion carried. (4 ayes, 1 absent [Medina]) (Ms. Figueroa abstained on V-A-1-b-1e; and item V-A-6-b not approved. (2 ayes, 2 noes [Figueroa/Takano], 1 absent [Medina])

Information

The Board received the summary of financial information from July 1, 2008-May 31, 2009.

Monthly Financial Report

The Board received for review and information a report on Measure C general obligation bond financial activity through the period ended May 31, 2009.

Measure C Project Commitments Summary Report

The Board received the information for the period ended on March 31, 2009.

CCFS-311Q – Quarterly
Financial Status Report for the
Quarter Ended March 31, 2009

BOARD COMMITTEE REPORTS

Teaching and Learning

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the second follow up report for submission to the Accrediting Commission for Community Junior Colleges. Motion carried. (4 ayes, 1 absent [Medina])

Riverside City College
Accreditation

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the 2009 Institutional Self Study Report for the Norco Campus. Motion carried. (4 ayes, 1 absent [Medina])

Norco Campus Accreditation

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the 2009 Institutional Self Study Report for the Moreno Valley Campus. Motion carried. (4 ayes, 1 absent [Medina])

Moreno Valley Campus
Accreditation

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the subcontract with California State Fullerton Auxiliary Services Corporation which provides business counseling and training services, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the subcontract. Motion carried. (4 ayes, 1 absent [Medina])

TriTech Small Business
Development Center Services

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with Foundation for California Community Colleges to provide funding for students from Egypt to attend RCCD, for an amount not to exceed \$208,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Egypt Community College
Initiative Program

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees ratify the agreement with Riverside County Economic Development Agency to provide work readiness training and paid work experience, for an amount not to exceed \$660,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Summer Youth Employment Program

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings. Motion carried. (4 ayes, 1 absent [Medina])

Proposed Curricular Changes

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with Blue Mountain Two, L.P., to supply office space and adequate classroom and laboratory facilities, at a rate of \$19,970.85 per month, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Culinary Academy Lease

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the one-year lease agreement with the March Joint Powers Authority to lease space commencing on July 1, 2009 and ending on June 30, 2010, and authorize the Vice Chancellor, Administration and Finance, to sign the lease agreement. Motion carried. (4 ayes, 1 absent [Medina])

Moreno Valley Campus – March Dental Education Center Lease

Resources

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the 2009-2010 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools; announce that the proposed 2009-2010 Budget will be available for public inspection beginning September 8, 2009, at the Office of the Vice Chancellor, Administration and Finance; and the public hearing will be held at 6:00 p.m., at a Board meeting on September 15, 2009, to be followed by the adoption of the 2009-2010 Final Budget; and authorize the Chancellor to sign a notice relative to

Tentative Budget for 2009-2010 and Notice of Public Hearing on the 2009-2010 Budget

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

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the change orders for the project for Blazing Industrial Steel, Inc. - \$22,532.44; Budget Electric Contractors, Inc. - \$44,911.49; HP Construction Management, Inc. - \$167,877.19; Munson Plumbing, Inc. - \$19,634.47, and Southcoast Acoustical Interiors, Inc. - \$11;7.12, and authorize the Vice Chancellor, Facilities Planning, Design and Construction, to sign the change orders. Motion carried. (4 ayes, 1 absent [Medina])

Phase III – Norco/Industrial Technology Project – Change Orders

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the amendment with KCT Consultants, Inc. for the Market Street Properties CEQA and EIR, and approve the amended amount not to exceed \$34,640, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (4 ayes, 1 absent [Medina])

Market Street Properties: CEQA Amendment

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees approve the project design, the tentative budget for said project, in the amount of \$18,411,120, utilizing \$10,156,000 funded by the State Construction Act Funds, and the use of Measure “C” funds for the remainder. Motion carried. (4 ayes, 1 absent [Medina])

Wheelock Gymnasium, Seismic Retrofit Project – Project Design Presentation and Tentative Budget Approval

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve agreements for the project with River City Testing, in the amount of \$235,313.93, for DSA Special Inspection and Testing Laboratory Services, and Inland Inspections and Consulting, in the amount of \$190,030, for DSA Inspector of Record services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (4 ayes, 1 absent [Medina])

Riverside Aquatics Complex Project: Inspection Services

Planning Committee

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the construction plan: the Initial Project Proposals for Moreno Valley – Center for Health and Wellness; Riverside – Cosmetology Building; and the Final Project Proposals for Moreno Valley – Health Science Center; Norco – Center for Health, Wellness and Kinesiology; and Riverside – Life Science/Physical Science Reconstruction. Motion carried. (4 ayes, 1 absent [Medina])

2011-2015 Five-Year Capital Construction Plan

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with tBP/Architecture for development of the Letter of Intent and the Needs Assessment Study for the project, for an amount not to exceed \$84,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Ben Clark Public Safety Training Center Status Project

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve additional Measure “C” funding, in the amount of \$700,000 for the planning and design of the March Dental Education Center; and approve the agreement with HMC Architects to provide design services; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

March Dental Education Center

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve Measure “C” funding for the project, in the amount of \$900,000, and authorize the Vice Chancellor, Administration and Finance, to award bids, with bid awards brought to the Board for review and ratification at its August 2009 meeting. Motion carried. (4 ayes, 1 absent [Medina])

Moreno Valley Campus Safety and Site Improvement Project

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve Measure “C” funding for the project, in the amount of \$1.7 million, approve the agreement with GKK Works to provide design services and preparation of bid specifications, in the amount of \$43,950, and authorize the Vice Chancellor, Administration and Finance, to sign the

Norco Campus Safety and Site Improvement Project

agreement and award the bids with bid awards to be brought to the Board for review and ratification at its August 2009 meeting. Motion carried. (4 ayes, 1 absent [Medina])

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve use of \$50,000 in Measure “C” funding for the planning and design, the assignment of Higginson + Cartozian Architects, Inc., to plan and design the new and existing space, and authorize the Vice Chancellor, Administration and Finance, to sign all related agreements. Motion carried. (4 ayes, 1 absent [Medina])

Moreno Valley Campus
Administrative Move to
Humanities Building

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve use of \$500,000 in Measure “C” funds for Phase I of the project, and authorize the Vice Chancellor, Administration and Finance, to sign all related contracts. Motion carried. (4 ayes, 1 absent [Medina])

Moreno Valley Campus Science
Laboratories Remodel Project

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve funding for the facility, for an amount not to exceed \$80,000, of which \$52,000 will come from Measure “C” funds and \$28,000 from Food Services Operation Funds, and authorize the Vice Chancellor, Administration and Finance, to sign all lease agreements pertaining to the lease of the facility. Motion carried. (4 ayes, 1 absent [Medina])

Moreno Valley Campus: Interim
Food Service Facility

Governance Committee

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Board Policies 2015, 2713, 3950, 4106, 5160, 5400, 5405, 5410, 5420, 5430, 7210, and 7217, as well as Administrative Procedure 2015. Motion carried. (4 ayes, 1 absent [Medina])

Revised and New Board Policies
– First Reading

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees approve the contract with Capital Alliance Consulting, LLC, from July 1, 2009 to June 30, 2010, in an amount not to exceed \$75,000, with approved additional actual expenses not to exceed \$2,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (4 ayes, 1 absent [Medina])

Federal Representation for
RCCD

The Board received for information the minutes from the May 12, 2009 Board of Trustees Resources, Planning, and Teaching and Learning Committee Meetings.

Board of Trustees Committee Meeting Minutes

ADMINISTRATIVE REPORTS

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees approve the 2009-2010 College/Campus Catalogs as submitted. Motion carried. (4 ayes, 1 absent [Medina])

2009-2010 College Catalogs

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees approve Resolutions No. 55-08/09 and No. 56-08/09 authorizing participation in the CalSTRS 403(b) and 457(b) Plans. Motion carried. (4 ayes, 1 absent [Medina])

Resolution Authorizing Third Party Administrators for Tax Sheltered Annuity Programs

Ms. Figueroa, seconded by Mr. Takano, moved that the Board of Trustees approve the implementation plan for the Hay Classification Study and the following schedules: Management and Supervisory Salary Schedule (Annual); Placement of Management and Supervisory Positions on Salary Schedule; Classified Confidential Salary Schedule (Annual); and Placement of Classified Confidential Positions on the Salary Schedule. Motion carried. (4 ayes, 1 absent [Medina])

Management/Supervisory and Classified Confidential Salary Schedules

ACADEMIC SENATE REPORTS

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

Moreno Valley Campus

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

Riverside City College

BARGAINING UNIT REPORTS

Dr. Haghighat, President, CTA, presented the report on behalf of the CTA.

CTA – California Teacher’s Association

BUSINESS FROM BOARD MEMBERS

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees adopt the resolution recognizing the service of Dr. Irving G. Hendrick to the Riverside Community College District. Motion carried. (5 ayes)

Resolution No. 57-08/09 –
Resolution Recognizing Interim
Chancellor Irving G. Hendrick

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees report out the findings of the annual self evaluation; that the Board plans to:
1. Meet with the new Chancellor to set goals, priorities and protocols for the coming year; 2. Work with the new Chancellor to define and adhere to the Board’s policy role and the Chancellor’s role as chief administrator; 3. Calendar its self-evaluation to occur annually in May; and 4. Establish meetings between Board Committee Chairs/Co-chairs and staff to set priorities and to discuss and plan possible agenda items, topics, and presentations for future meetings. Motion carried. (5 ayes)

Board of Trustees Annual Self
Evaluation – Reporting Out

The Board adjourned to closed session at 10:30 p.m., pursuant to Government Code Section 54956.9(b), significant exposure to litigation; one (1) potential case; pursuant to Government Code Section 54956.8, to confer with real property negotiator; properties known as APN 279-460-053 and APN 279-460-051; Agency Negotiator: Interim Chancellor Irving G. Hendrick; pursuant to Government Code Section 54956.8, to confer with real property negotiator; properties known as APN 219-330-022 - APN 219-330-032; Agency Negotiator: Interim Chancellor Irving G. Hendrick. Recommended action to be determined.

CLOSED SESSION

The Board reconvened to open session at 1:08 a.m., next day, Wednesday, June 17, 2009, announcing no action, and adjourned the meeting.

RECONVENE AND ADJOURN

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-B

Date: August 18, 2009

Subject: State Construction Reimbursement Program and Riverside City College –
Wheelock Gymnasium Seismic Retrofit Project and Moreno Valley Phase III
Student Academic Services Facility Project

Background: At the January 27, 2009, meeting of the Board of Trustees, staff presented an action plan relative to State reimbursement issues concerning several RCCD construction projects (copy attached). This plan was presented and approved by the Board in response to cash flow issues concerning the State's Pooled Money Investment Account (PMIA). Two of the projects discussed at that time were the Riverside City College Wheelock Gymnasium Seismic Retrofit project and the Moreno Valley Phase III Student Academic Services Facility project. It was decided then to proceed with the planning processes for both these projects.

At the Board's Planning Committee meeting of April 28, 2009, and the regular Board meeting of June 16, 2009, the PMIA was discussed again in the context of the Riverside Nursing/Science Building project (copies attached). As staff noted in June, \$650 million should be available for the reimbursement of costs associated with State-funded projects for California community colleges over the next twelve months. Further, given the State's difficult cash position, we are still in a situation where reimbursement could be withheld thereafter, as was done earlier this year. Thus, as was the case with the Nursing/ Science Building project, we have been asked by the State Chancellor's Office (SCO) to advise it of our intent to utilize Measure C funds should State reimbursements not be available. While there is risk associated with so doing, we believe that the State will ultimately reimburse the District should State cash shortfalls occur during the construction period. Further, without such letters, these projects will not be funded by the State.

These letters were due in the State Chancellor's Office July 24, 2009. We were not made aware of this until July 19. Thus, the RCCD Chancellor signed the letters, and they were faxed to the SCO. Staff recommends ratification of this course of action. However, if the Board disagrees, then these letters will be withdrawn.

Recommended Action: It is recommended that the Board of Trustees ratify the submission of the attached letters from the District's Chancellor to the State Chancellor's Office with respect to the Riverside City College Wheelock Gymnasium Seismic Retrofit project and the Moreno Valley Phase III Student Academic Services Facility project.

Gregory W. Gray
Chancellor

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Moreno Valley Campus • Norco Campus • Riverside City College

July 23, 2009

Shelley Petavini, Specialist
Chancellor's Office of the California Community Colleges
1102 Q Street
Sacramento, CA 95811

**SUBJECT: Moreno Valley Center Phase III Student Academic Services Building -
Construction Contract Award**

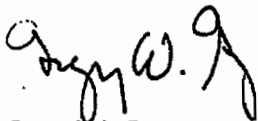
Dear Ms. Petavini:

The Riverside Community College District is aware that on December 17, 2008 the Pooled Money Investment Board (PMIB) that authorizes loans from the Pooled Money Investment Account (PMIA) took an action to freeze all disbursements from all existing loans and not allow any new loans given the state's current cash crisis for a variety of capital projects that are budgeted, in part, with state general obligation or lease revenue bond authority. The PMIB action affects capital projects in numerous Community College districts. This district received a memorandum from the Chancellor's Office dated December 19, 2008 advising it to stop obligating or incurring state costs on projects given the PMIB action.

After careful consideration of impacts associated with the above described situation, the Riverside Community College District has determined it is in the district's best interest to proceed with the Moreno Valley Center Phase III Student Academic Services Building using its own funds. In presenting this request for the Moreno Valley Center Phase III Student Academic Services Building, the Riverside Community College District certifies it has sufficient local funds available to pay the ongoing costs of the project and will use its local funds in place of that portion of funding that was budgeted to come from state sources. The district's election to proceed with the project using local funding is made with the understanding that the district will be responsible for all project costs and obligations but is not precluded from receiving reimbursement from state funds at some future date.

While state funds are released, at times the state may not have cash to support the appropriation. The District, in accepting the state funds, agrees to use its funds each time state funds, are unavailable. Once state funds are available the District may be reimbursed up to the state appropriation.

Sincerely,



Greg W. Gray
Chancellor

cc: Carlos Ochoa, Budget Analyst, Department of Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Moreno Valley Campus • Norco Campus • Riverside City College

July 23, 2009

Shelley Petavini, Specialist
Chancellor's Office of the California Community Colleges
1102 Q Street
Sacramento, CA 95811

SUBJECT: Wheelock Gymnasium Retrofit Project - Construction Contract Award

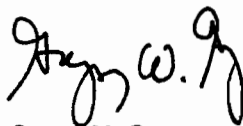
Dear Ms. Petavini:

The Riverside Community College District is aware that on December 17, 2008 the Pooled Money Investment Board (PMIB) that authorizes loans from the Pooled Money Investment Account (PMIA) took an action to freeze all disbursements from all existing loans and not allow any new loans given the state's current cash crisis for a variety of capital projects that are budgeted, in part, with state general obligation or lease revenue bond authority. The PMIB action affects capital projects in numerous Community College districts. This district received a memorandum from the Chancellor's Office dated December 19, 2008 advising it to stop obligating or incurring state costs on projects given the PMIB action.

After careful consideration of impacts associated with the above described situation, the Riverside Community College District has determined it is in the district's best interest to proceed with the Wheelock Gymnasium Retrofit Project using its own funds. In presenting this request for the Wheelock Gymnasium Retrofit Project, the Riverside Community College District certifies it has sufficient local funds available to pay the ongoing costs of the project and will use its local funds in place of that portion of funding that was budgeted to come from state sources. The district's election to proceed with the project using local funding is made with the understanding that the district will be responsible for all project costs and obligations but is not precluded from receiving reimbursement from state funds at some future date.

While state funds are released, at times the state may not have cash to support the appropriation. The District, in accepting the state funds, agrees to use its funds each time state funds, are unavailable. Once state funds are available the District may be reimbursed up to the state appropriation.

Sincerely,



Greg W. Gray
Chancellor

cc: Carlos Ochoa, Budget Analyst, Department of Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: January 27, 2009

Subject: State Construction Reimbursement Program

Background: The Pooled Money Investment Board (PMIB) manages the State's Pooled Money Investment Account (PMIA). The PMIA provides loans both to bond-funded infrastructure projects and to the State general fund to help meet cash flow needs. The three member PMIB is comprised of the State Treasurer, State Controller and State Director of Finance.


Normally, the money the Pooled Money Investment Account lends to infrastructure projects gets replenished when the State sells bonds. However, the credit crunch and State budget woes have combined to close the bond market to California. The State will not be able to sell bonds until the Legislature and Governor forge a budget solution. As a result, the PMIB has voted to suspend reimbursements to State- funded projects.

On December 17, 2008, the Pooled Money Investment Board held \$3.8 billion in financing for infrastructure projects. Stopping the flow of cash to infrastructure projects provides the State more resources to keep schools, public safety, health care and other priority services operating. The PMIB action is tentatively through June 2009 and/or until the budget solution is enacted and the State can sell bonds again.

For further detail, please see the attached email from Fredrick Harris, Assistant Vice Chancellor, California Community Colleges Finance and Facilities Planning Division (Exhibit I).

Administration and Finance has researched this situation and offers recommendations for interim funding of active and planned projects in the attached Current Project Summary (Exhibit II).

Recommended Action: It is recommended that the Board of Trustees approve the action plan in the attached Current Project Summary (Exhibit II) with respect to the Moreno Valley Campus Student Academic Services Facility project, the Norco Campus Industrial Technology project, the Riverside City College Nursing/Sciences Building and Wheelock Gymnasium Seismic Retrofit projects.


Irving G. Hendrick
Interim Chancellor

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

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

Exhibit I

Buyse, Jim

From: Harris, Fred [FHARRIS@CCCCO.EDU]
Sent: Wednesday, December 24, 2008 4:06 PM
To: SO2CBO@LISTSERV.CCCNEXT.NET
Subject: Further DOF Clarification on use of local funds during suspension of PMIA

Attachments: Suspension of AB 55 Interim Loans.doc



Suspension of AB
55 Interim Lo...

Memorandum

December 24, 2008

To:
Chief Executive Officers
Chief Business Officers
Facilities Planners

From:
Frederick E. Harris, Assistant Vice Chancellor College Finance & Facilities Planning

Subject:
Further DOF Clarification on use of local funds during suspension of PMIA

Late last night we received the following clarification from the Department of Finance (DOF) on the use of local funds to backfill the state funded portion of an approved project that is currently underway during this period of suspended use of the Pooled Money Investment Account (PMIA/AB 55 loans):

If the System Office and DOF have already approved a construction contract at your district, and the project is underway, the district may continue the work using local funds with the understanding that the district takes the risk of at best a delay in reimbursement and at worst no reimbursement due to a lack of bonds sold. Districts should consult their legal counsel to determine the district's legal exposure and options for going forward with projects based on this information.

This new understanding clarifies item 3b in the enclosed AB 55 loan memo sent out on Friday:

3b. To the extent that districts choose to use local dollars to backfill the state funded portion of the project, those funds will not be reimbursed

Please be clear that at this time there still is no guarantee when and if state funds will be made available in the future to pay district costs incurred after December 16 on current appropriations of state approved projects. What is complicating is not only the state's budget crisis but the lack of overall consumer confidence to make investments. For example, recently the state was trying to sell \$500m in tax-exempt Water Resources Bonds AT 9% INTEREST! Usually such an attractive investment is sold within hours of issuance. I'm told that only 1/3 of those bonds sold.

It is the sale of GO and other state bonds that replenishes the PMIA to make interim AB 55 loans to reimburse districts. All state funded projects are first paid out of the PMIA/AB 55 loans. Usually not until well after a project is completed will the state actually sell the GO bonds from which the project was originally appropriated. Once the GO bonds are sold their proceeds will pay back the PMIA the principal and interest of the interim

financing provided by the PMIA which will then be used on other projects needing interim financing.

Due primarily to the budget crisis, California currently has the lowest bond credit rating of 50 states. Unless and until the state's budget crisis is resolved AND overall consumer confidence returns to make investments, the PMIA will continue to have funding problems. Under these circumstances the PMIA is projected to have only \$500m available for expenditure thru June 30, 2009 with approximately \$18 BILLION in eligible project expenses that could be incurred.

For community colleges we calculate that we have \$1.5 billion in unclaimed appropriations since 2004 that could impact the PMIA. Of that amount we further calculate \$647m in state funded district projects that are currently under construction. If local funds are available and the decision locally is to assume the risk discussed above, it is this subset of projects that could benefit from the recent DOF clarification.

This is a most undesirable set of circumstances for all involved. We ask for your continued patience as we sort out all the details. Hopefully the effects of that "lump of coal" from last week's suspension of the PMIA can be minimized as we together work through all of this.

Wishing you and yours a Happy Holiday Season. See you next year!

fh

Frederick E. Harris
Assistant Vice Chancellor
College Finance & Facilities Planning
California Community Colleges System Office

1102 Q Street, 4th Floor
Sacramento, CA 95811-6549

fharris@cccco.edu
916/324-9508 Office/Cell
925/226-4043 FAX
<http://www.cccco.edu/divisions/cffp/finance.htm>

-----Original Message-----

From: Harris, Fred
Sent: Friday, December 19, 2008 2:46 PM
To: So2ceo (SO2CEO@LISTSERV.CCCNEXT.NET); So2cbo (SO2CBO@LISTSERV.CCCNEXT.NET); So2po (SO2PO@LISTSERV.CCCNEXT.NET); So2fp (SO2FP@LISTSERV.CCCNEXT.NET); So2con (SO2CON@LISTSERV.CCCNEXT.NET)
Subject: PMIB Suspension of Interim Loans for State-funded General Obligation and Lease Revenue Bond Projects

Memorandum

December 19, 2008

TO:
Chief Executive Officers
Chief Business Officers
Facilities Planners
Other Interested Parties

FROM:
Frederick E. Harris, Assistant Vice Chancellor College Finance and Facilities Planning

SUBJECT:
PMIB Suspension of Interim Loans for State-funded General Obligation and Lease Revenue Bond Projects

The Pooled Money Investment Board (PMIB) voted on December 17, 2008 to freeze all disbursements from AB 55 loans (Pooled Money Investment Account (PMIA) loans) with the exception of accrued interest and necessary administrative costs. The PMIB took this action to preserve necessary cash resources to pay the day-to-day operational needs of the state for the balance of the fiscal year pending further PMIB action in January. If loan disbursements continue at the current pace, the state's portion of the PMIA is projected to run out of liquid cash before the end of the current fiscal year (cash held in the Local Agency Investment Fund will remain). No future loans or higher amount of loan renewals will be approved until the budget crisis is resolved in a manner sufficient to allow the state to resume issuing bonds.

As a result of this PMIB Action, the Department of Finance (DOF) has provided us with the following further guidance to share with you:

1. Cease authorizing any new grants or obligations for bond projects, including new phases of existing projects. Instruct all grant/loan recipients to not enter into any new construction, agreements or contracts.

* If districts incur state costs from this point forward, these costs will not be reimbursed.

* Until this PMIA issue is resolved, we will not process project requests that obligate state funds.

2. Freeze all disbursements not authorized or submitted to the Controller for payment prior to December 17, 2008.

* District reimbursement requests that did not make it to the Controller's by December 17, 2008 won't be paid until the PMIA issue is resolved.

* We are in the process of determining with the Controller's Office what specific project claims will be reimbursed.

3. There are special considerations for projects that have local funding.

* Districts could request approval for the next project phase of a state funded project ONLY if local funds are used. Until this PMIA issue is resolved, STATE FUNDS WILL NOT BE OBLIGATED OR RELEASED. If a district chooses to proceed with an approval request, the approval request letter must certify that:

a. ONLY local funds will be expended;

b. To the extent that districts choose to use local dollars to backfill the state funded portion of the project, those funds will not be reimbursed; and

c. If a district proceeds with the locally funded portion of a contract, the district will be responsible for the entire contract obligation should state funds for the project not become available.

* Public Works Board items will be processed, at DOF discretion, for actions that do not involve the release of state dollars (e.g. approval of preliminary plans and working drawings).

In this holiday season, we wish we had better news. We are currently in the process of determining the status of claims that are at the Controller's Office. Once we have any new information we will share it with you.

Frederick E. Harris
Assistant Vice Chancellor
College Finance & Facilities Planning

California Community Colleges System Office

1102 Q Street, 4th Floor
Sacramento, CA 95811-6549

fharris@cccco.edu
916/324-9508 Office/Cell
925/226-4043 FAX
<http://www.cccco.edu/divisions/cffp/finance.htm>

**CALIFORNIA COMMUNITY COLLEGES
SYSTEM OFFICE**

1102 Q STREET
SACRAMENTO, CA 95811
(916) 445-8752
HTTP://WWW.CCCCO.EDU



Memorandum

December 19, 2008

TO: Chief Executive Officers
Chief Business Officers
Facilities Planners
Other Interested Parties

FROM: Frederick E. Harris, Assistant Vice Chancellor
College Finance and Facilities Planning

SUBJECT: PMIB Suspension of Interim Loans for State-funded General Obligation
and Lease Revenue Bond Projects

The Pooled Money Investment Board (PMIB) voted on December 17, 2008 to freeze all disbursements from AB 55 loans (Pooled Money Investment Account (PMIA) loans) with the exception of accrued interest and necessary administrative costs. The PMIB took this action to preserve necessary cash resources to pay the day-to-day operational needs of the state for the balance of the fiscal year pending further PMIB action in January. If loan disbursements continue at the current pace, the state's portion of the PMIA is projected to run out of liquid cash before the end of the current fiscal year (cash held in the Local Agency Investment Fund will remain). No future loans or higher amount of loan renewals will be approved until the budget crisis is resolved in a manner sufficient to allow the state to resume issuing bonds.

As a result of this PMIB Action, the Department of Finance (DOF) has provided us with the following further guidance to share with you:

- 1. Cease authorizing any new grants or obligations for bond projects, including new phases of existing projects. Instruct all grant/loan recipients to not enter into any new construction, agreements or contracts.**
 - If districts incur state costs from this point forward, these costs will not be reimbursed.
 - Until this PMIA issue is resolved, we will not process project requests that obligate state funds.

2. Freeze all disbursements not authorized or submitted to the Controller for payment prior to December 17, 2008.

- District reimbursement requests that did not make it to the Controller's by December 17, 2008 won't be paid until the PMIA issue is resolved.
- We are in the process of determining with the Controller's Office what specific project claims will be reimbursed.

3. There are special considerations for projects that have local funding.

- Districts could request approval for the next project phase of a state funded project **ONLY** if local funds are used. Until this PMIA issue is resolved, **STATE FUNDS WILL NOT BE OBLIGATED OR RELEASED**. If a district chooses to proceed with an approval request, the approval request letter must certify that:
 - a. **ONLY** local funds will be expended;
 - b. To the extent that districts choose to use local dollars to backfill the state funded portion of the project, those funds will not be reimbursed; and
 - c. If a district proceeds with the locally funded portion of a contract, the district will be responsible for the entire contract obligation should state funds for the project not become available.
- Public Works Board items will be processed, at DOF discretion, for actions that do not involve the release of state dollars (e.g. approval of preliminary plans and working drawings).

In this holiday season, we wish we had better news. We are currently in the process of determining the status of claims that are at the Controller's Office. Once we have any new information we will share it with you.

Exhibit II Current Project Summary

MORENO VALLEY CAMPUS STUDENT ACADEMIC SERVICES FACILITY PROJECT

The Moreno Valley Campus' "Student Academic Services Facilities" project (Moreno Valley Phase III) has an approved construction budget of \$19.6 million, which includes a Measure C local bond contribution of \$5.2 million. Preliminary plan development commenced prior to State approval for 'Preliminary Drawings', as RCCD agreed to develop the plans at its own cost. Since the District has no plan to request reimbursement of these expenses (\$1.1million), continuing in the same manner has little effect on the District's master program. Therefore, staff recommends RCCD proceed with the completion of preliminary plans for the Moreno Valley Student Academic Services Facilities Project. Construction is dependent on passage of the next State Bond by the voters.

NORCO CAMPUS INDUSTRIAL TECHNOLOGY PROJECT

The Norco Campus' "Industrial Technology" project (Norco Phase III) has an approved construction budget of \$30.6 million which includes a local bond (Measure C) contribution of \$10.1 million. Construction of this facility is currently 60 percent complete, with all construction contracts assigned. Construction agreements with contractors and consultants contain language which allows these vendors to be paid additional fees if a project is delayed or stopped at no fault of the vendor. The District thus would most likely incur significant delay damages should the project be delayed considering its current stage of construction. Additionally, the cost of restarting a project if stopped at this stage of completion would be significant. Further, the District would be greatly at risk for damages due to climate and other factors, as the building is not fully enclosed. It is therefore recommended that construction funds be drawn from the Measure C accounts until such time as the State resumes construction cost reimbursements. Staff believes the State, when it is able, will reimburse the District for costs properly attributable to the State- funded component.

RIVERSIDE CITY COLLEGE NURSING/SCIENCES BUILDING

Riverside City College's "Nursing/Sciences Building" has an approved construction budget of \$85.1 million, which includes a Measure C local bond contribution of \$25.9 million. Construction of this facility is planned to commence in July or August of 2009. Construction agreements would follow project bid approval by the Board of Trustees in June 2009. The District could incur a loss of State funds by proceeding with this project prior to the reinstatement of State construction reimbursements. Staff recommends RCCD wait to award the construction project until State funds are available for District reimbursement. It is further recommended that optional construction delivery schedules be prepared to assist the campus in planning for a possible change in occupancy and that the staff advise the Board on the status of this matter in April 2009.

**Exhibit II
Current Project Summary
(continued)**

RIVERSIDE CITY COLLEGE'S WHEELLOCK GYMNASIUM SEISMIC RETROFIT

Riverside City College's "Wheellock Gymnasium Seismic Retrofit" project has an approved construction budget of \$18.4 million, which includes a Measure C local bond contribution of \$8.3 million. With approval of the Board of Trustees, the Preliminary plan development commenced in December 2008. The District could incur a loss of \$397,000 in State funding by proceeding with this project prior to California's reinstatement of construction reimbursements; however, our State funding specialist has encouraged RCCD to proceed by using our local matching funds first. By continuing the planning process with local funds, we maintain our master funding schedule, and these funds will "almost assuredly" be counted toward our District contribution. Staff recommends RCCD proceed with the development of preliminary plans for the Riverside City Campus Wheellock Gymnasium Seismic Retrofit project.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-B

Date: June 16, 2009

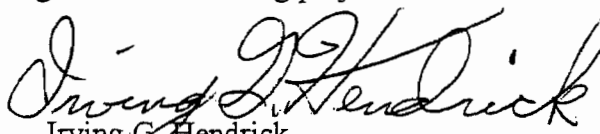
Subject: State Construction Reimbursement Program and Riverside City College
Nursing/Sciences Building Project

Background: At the January 27, 2009, meeting of the Board of Trustees, staff presented an action plan relative to State reimbursement issues concerning several RCCD construction projects. This plan was presented and approved by the Board in response to cash flow issues concerning the State's Pooled Money Investment Account (PMIA). One of the projects discussed at that time was the Riverside City College Nursing/Sciences Building, and it was decided to take a "wait and see" position at that time since construction would not commence for several months.

At the Board's April 28, 2009, meeting, this particular project vis-à-vis the PMIA was discussed again (copy attached). We now have been advised that \$650 million should be available for the reimbursement of costs associated with State-funded projects in the California Community Colleges over the next twelve months. However, given the State's difficult cash position, reimbursement could be withheld thereafter, as was done earlier this year. Given that, and to ensure reappropriation of the Nursing/Sciences Building Project, we have been asked by the State Chancellor's Office (SCO) to advise them of our intent to utilize Measure C funds should State reimbursements not be available (please see attached letter to the SCO). While there is risk associated with so doing, we believe that the State will ultimately reimburse the District should State cash shortfalls occur during the construction period. Further, without such a letter, this project will not be reappropriated in the State's 2009-10 budget.

Although this letter was due in the State Chancellor's Office today, June 16, 2009, we were not made aware of this until June 12. Thus, the Interim Chancellor has signed the letter, and it has been faxed to the SCO. Staff recommends ratification of this course of action. However, if the Board disagrees, then this letter will be withdrawn.

Recommended Action: It is recommended that the Board of Trustees ratify the submission of the attached letter from the District's Interim Chancellor to the State Chancellor's Office with respect to the Riverside City College Nursing/Sciences Building project.


Irving G. Hendrick
Interim Chancellor

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

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

ONLY PRESENTED TO THE BOARD OF TRUSTEES AT BOARD COMMITTEE
RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

DRAFT

Report No.: VI-C-3

Date: April 28, 2009

Subject: State Construction Reimbursement Program and Riverside Nursing/Sciences
Building Project: Update

Background: On January 27, 2009, the Board of Trustees was provided with information regarding the Pooled Money Investment Board (PMIB) and the State's Pooled Money Investment Account (PMIA). The PMIB manages the PMIA, which provides loans both to state bond-funded infrastructure projects and to the state general fund to help meet cash flow needs. On December 17, 2008, the PMIB withheld \$3.8 billion in financing for infrastructure projects (5,600 projects across California) due to the State's inability to sell bonds until the Legislature and Governor reached a final budget. The PMIB action was tentative through June 2009 and/or until a budget solution was enacted and the State could resume selling bonds again.

On January 16, 2009, the PMIB eased the freeze of California's infrastructure projects, approving the expenditure of \$650 million through June 30, 2009. The Department of Finance will decide how to allocate the \$650 million, based on its determination of which expenditures have the highest priority and best serve the state's interests.

More recently, on March 24, 2009, the State Treasurer's Office announced the sale of approximately \$6.5 billion of tax-exempt general obligation bonds. None of the proceeds from this bond sale have been identified to fund pending community college projects that were put on hold by the actions of the PMIB.

If the PMIB does not increase the sale of bonds in the near future, the construction funding for the Riverside Nursing/Sciences Project may be withheld. It is our intent to move forward with bidding the project once final DSA approval is received, with the assumption that by September/October 2009 the PMIB will release state funding for the project.

Information Only.

Irving G. Hendrick
Interim Chancellor

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Moreno Valley Campus • Norco Campus • Riverside City College

June 16, 2009

Office of the Chancellor

Shelley Petavini, Specialist
Chancellor's Office of the California Community Colleges
1102 Q Street
Sacramento, CA 95811

Subject: Riverside City College - Nursing/Sciences Building - Construction Contract Award

Dear Ms. Petavini:

The Riverside Community College District is aware that on December 17, 2008, the Pooled Money Investment Board (PMIB) that authorizes loans from the Pooled Money Investment Account (PMIA) took an action to freeze all disbursements from all existing loans and not allow any new loans given the State's current cash crisis for a variety of capital projects that are budgeted, in part, with State general obligation or lease revenue bond authority. The PMIB action affects capital projects in numerous Community College districts. This District received a memorandum from the Chancellor's Office dated December 19, 2008 advising it to stop obligating or incurring State costs on projects given the PMIB action.

After careful consideration of impacts associated with the above described situation, the Riverside Community College District has determined it is in the District's best interest to proceed with the Nursing/Science Building using its own funds. In presenting this request for the Nursing/Science Building, the Riverside Community College District certifies it has sufficient local funds available to pay the ongoing costs of the project and will use its local funds in place of that portion of funding that was budgeted to come from State sources. The District's election to proceed with the project using local funding is made with the understanding that the District will be responsible for all project costs and obligations but is not precluded from receiving reimbursement from State funds at some future date.

While State funds are released, at times the State may not have cash to support the appropriation. The District, in accepting the State funds, agrees to use its funds each time State funds are unavailable. Once State funds are available, the District may be reimbursed up to the State appropriation.

Sincerely,



Irving G. Hendrick
Interim Chancellor

cc: Carlos Ochoa, Budget Analyst, Department of Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-C

Date: August 18, 2009

Subject: 2008-2011 Agreement between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association

Background: The Office of the Chancellor is requesting ratification of the 2008-2011 collective bargaining Agreement between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535, of the California School Employees Association. A copy of the agreement is attached for the Board's review and consideration. The bargaining unit's membership has ratified the agreement.

Recommended Action: It is recommended that the Board of Trustees ratify the 2008-2011 collective bargaining Agreement between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535, of the California School Employees Association.

Gregory Gray
Chancellor

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

Arturo Alcaraz, Director, Diversity and Human Resources

Aaron Brown, Associate Vice Chancellor, Finance

Edward Godwin, Director, Administrative Services

Article VI - ASSOCIATION RIGHTS

- H. The Association shall have the right to select representatives on any District committee involved in the formulation of District policies and procedures that affect matters involving classified employees.

Article IX - WORK YEAR

- B. In the event the District has a need to establish new starting and ending days for a vacant position the District shall notify the Association of its intent to do so. The Association will have five working days to notify the District that it desires to negotiate over the proposed change after which the position will be posted.

Article X - HOURS OF WORK

- B. ~~However, the District's past practice of changing shifts for custodians when classes are not in session shall not be affected by the foregoing. Past practice is limited to changing shifts to days or to swing shift during winter break, spring break, summer break (when classes are not in session during evening hours in a substantial number of classrooms) and any other break of five or more working days.~~
- E. ~~Employees starting work at 10:00 P.M. or later shall receive additional monthly pay of one percent (1%) added to their base salary.~~
1. Safety and Police Officers and Safety and Police Dispatchers shall work a shift with a meal break of thirty (30) including as part of their eight (8) hour shift.
 2. Safety and Police Officers and Safety and Police Dispatchers assigned to a ten (10) hour shift or other agreed upon shift, the meal period of thirty (30) minutes shall be included as part of that ten (10) or other agreed upon shift.
 3. An employee who received a shift differential premium on the basis of his/her shift shall not suffer a reduction in pay, including differential premium, when assigned temporarily to a day shift.
 4. An employee assigned to a Swing Shift shall be paid a shift differential premium of one (1) percent above the regular pay for all hours worked. Swing shifts are all shifts beginning on or after 1:00 PM but before 10:00 PM.
 5. An employee assigned to a Graveyard Shift shall be paid a shift differential premium of two (2) percent above the regular pay for all hours worked. Graveyard shifts are all shifts beginning on or after 10:00 P.M. but before 2:00 A.M.

Article XII - PERFORMANCE EVALUATION

- F. ~~The employee may submit an attachment to the evaluation if it is believed that clarification of the employee's position is desired, or if the employee believes statements on the evaluation are incorrect.~~ The employee may submit comments or a rebuttal statement regarding the evaluation if the employee believes the evaluation is incorrect. The employee's submittal shall be attached to the evaluation, included in the permanent personnel file and a copy sent to the supervisor.

Article XIII - PERSONNEL FILES

- B. Every classified employee shall have the right to reasonably request to inspect his or her personnel file ~~upon request~~ and shall be released from duty for this purpose when his/her department can reasonably accommodate the request. ~~provided that the request is made at a time when such person is not actually required to render services to the District and when the personnel clerk responsible for files, or other appropriate person, is available to be in attendance.~~ Personnel file material which may not be inspected includes such materials as ratings, reports, or records which were obtained in conjunction with the employment or promotional processes. All classified employees who want to inspect their personnel file shall ordinarily make an advance appointment.

Article XIV - SALARIES

- L. The classified salary schedules will be adjusted as follows:
1. Effective July 1, 2008
 - a. Increased by 1.68%
 2. Effective July 1, 2009
 - a. First, decreased by .68% in accordance with Board of Trustees action dated March 17, 2009
 - b. Second, increased by 1%
 3. Effective July 1, 2010
 - a. Increased by COLA (to the extent funded by the State).

Article XV - OVERTIME PAY

- I. Any employee required to be placed on an on-call status shall be compensated with one-half day's salary per day while in on-call status. Employees in on-call status will be able to begin work immediately and within 30 minutes travel time to his/her normal work station.
- J. A seniority list of all employees in the bargaining unit for each department shall be maintained.

Article XVII - PROBATIONARY AND PERMANENT STATUS

- E. A regular employee in a classified position shall have the opportunity to self elect to return to his/her former position within two (2) months of the date of promotion to the new position. When such an employee returns to his or her former position, the employee who replaced him/her shall be required to return to their former position and so on.
- F. Employees returning to their former position shall have their rate of pay adjusted accordingly and return to a rate of pay received in the former position.

Article XVIII - HOLIDAYS

Holiday	FY 2009/2010		FY 2010/2011	
Independence Day	July 3, 2009	F	July 5, 2010	M
Labor Day	September 7, 2009	M	September 6, 2010	M
Veterans Day	November 13, 2009	F	November 12, 2010	F
Thanksgiving Day	November 26, 2009	Th	November 25, 2010	Th
Day after Thanksgiving	November 27, 2009	F	November 26, 2010	F
Christmas Day	December 25, 2009	F	December 24, 2010 (observance)	F
Admissions Day	December 28, 2009	M	December 27, 2010	M
College Closure days after Christmas Holiday	December 29/30, 2009	T/W	December 28/29, 2010	T/W
Vacation Day	December 31, 2009	TH	December 30, 2010	TH
New Year's Day	January 1, 2010	F	December 31, 2010	F
Marin Luther King, Jr. Day	January 18, 2010	M	January 17, 2011	M
Lincoln's Birthday	February 12, 2010	F	February 18, 2011	F
Washington's Birthday	February 15, 2010	M	February 21, 2011	M
Memorial Day	May 31, 2010	M	May 30, 2011	M

(College closure days after Christmas Holiday will be a minimum of two (2) days subject to annual discussions)

Article XXII - FRINGE BENEFITS

2. The District and the Association agree to explore the possibility of implementing Safety PERS retirement benefits for College Safety and Police sworn personnel.

Article XXIV - GRIEVANCE PROCEDURE

- A. The employee shall be afforded the right to have a CSEA representative present during any grievance resolution meeting at any level.

INFORMAL LEVEL

1. The grievant shall make every effort to meet with his or her supervisor to attempt to resolve the grievance informally. The employee and supervisor must have a reasonable discussion regarding the particular concern giving rise to the grievance. The employee may have an Association representative present in such meetings.

Article XXVIII – SECOND LANGUAGE STIPEND

- A. Regular classified employees who use a verified second language ability as the prime component (50%) of their assignment upon receiving written approval by their manager or supervisor to verbally translate shall be provided a stipend of twenty-five (\$25.00) per month.

Agreement

between

Riverside Community College District

and

Riverside Community College District Employees

Chapter #535



An Affiliate of

California School Employees Association

2008-2011

TABLE OF CONTENTS

	PAGE
AGREEMENT	4
SIGNATURE PAGE	5
Article I - RECOGNITION	6
Article II - MANAGEMENT RIGHTS	12
Article III - STATUTORY CHANGES	14
Article IV - CONCERTED ACTIVITIES	15
Article V - NEGOTIATION PROCEDURES	16
Article VI - ASSOCIATION RIGHTS	17
Article VII - ASSOCIATION DUES AND PAYROLL DEDUCTION	19
Article VIII – ORIENTATION and IN-SERVICE TRAINING	20
Article IX - WORK YEAR	21
Article X - HOURS OF WORK	22
Article XI – TRANSFERS and PROMOTIONS	24
Article XII - PERFORMANCE EVALUATION	26
Article XIII - PERSONNEL FILES	29
Article XIV - SALARIES	30
Article XV - OVERTIME PAY	33
Article XVI - ASSIGNMENT OF CLASSIFIED EMPLOYEES	35
Article XVII - PROBATIONARY AND PERMANENT STATUS	36
Article XVIII - HOLIDAYS	37
Article XIX - VACATIONS	38
Article XX - PAID LEAVES OF ABSENCE	40

Article XXI - NON-PAID LEAVES OF ABSENCE	48
Article XXII - FRINGE BENEFITS	50
Article XXIII - CALCULATION OF FRINGE BENEFITS	52
Article XXIV - GRIEVANCE PROCEDURE	53
Article XXV - MISCELLANEOUS	57
Article XXVI - WAIVER OF FURTHER BARGAINING RIGHTS	58
Article XXVII - DURATION AND TERMINATION	59
Article XXVIII – SECOND LANGUAGE STIPEND	60
Article XXIX – PROFESSIONAL GROWTH	61
Exhibit A - Hourly Salaries	67
Exhibit B – Monthly Salaries	68
Exhibit C - Annual Salaries	69
Exhibit D – Assignment of Classes to Salary Ranges	70
Exhibit E - Work Release Program	75

AGREEMENT

This Agreement is made and entered into this 18th day of August, Two Thousand Nine, by and between Riverside Community College District (hereinafter called the “District”) and the Riverside Community College District Employees (previously known as Riverside Community College Classified Employees), Chapter #535, California School Employees’ Association (hereinafter called the “Association”).

SIGNATURE PAGE

This edition of the Agreement between the Riverside Community College District and the Riverside Community College District Employees, Chapter #535, CSEA, is the agreement dated 18 August, 2009 as amended by all Memoranda of Agreement/Understanding signed by the District between October 21, 1993 and August 18, 2009.

Reviewed and approved:

FOR THE DISTRICT:

Gregory W. Gray, Chancellor
Riverside Community College District

Date - -

FOR THE ASSOCIATION:

Louie McCarthy
Negotiation Team
CSEA

Tamara Caponetto
Negotiation Team
CSEA

Clint Sandusky
Negotiation Team
CSEA

Date: - -

Date - -

Date - -

Ginny Haguewood
Negotiation Team
CSEA

Wendi Alcazar
Negotiation Team
CSEA

Ignacio Alvarez
Negotiation Team
CSEA

Date - -

Date - -

Date - -

Gustavo Segura
President, RCCD Employees
Chapter 535
CSEA

Marti Harris
Labor Relations Representative
Negotiation Team
CSEA

Date - -

Date - -

Article I – RECOGNITION

- A. The Riverside Community College District hereby recognizes the Riverside Community College District Employees, Chapter #535, California School Employees Association, as the exclusive collective bargaining representative for the classified service employees in the unit described below.

The classified service employees are those employed by the District in the following job classifications:

Academic Evaluations Specialist	12 Month
Accounting Clerk	12 Month
Accounting Services Clerk	12 Month
Accounting Technician	12 Month
Accounts Payable Specialist	12 Month
Adaptive Technology/Alternative Media Support Coordinator	12 Month
Adaptive Technology Specialist	12 Month
Administrative Assistant	12 Month
Analyst Programmer	12 Month
Applications Support Technician	12 Month
Assistant Cashier/Clerk	12 Month
Assistant to Coordinator, International Education	12 Month
Assistant to the Coordinator, Upward Bound Program	12 Month
Athletic Equipment Manager	12 Month
Athletic Field Caretaker	12 Month
Auditorium Specialist	12 Month
Auxiliary Business Services Bookkeeper	12 Month
Budget Analyst	12 Month
Business Development Assistant	12 Month
Cablecast/Satellite Specialist	12 Month
Capital Asset Inventory Technician	12 Month
Cashier/Clerk	12 Month
Certified Athletic Trainer	12 Month
Chemistry Laboratory Coordinator	11 Month
Clerk Typist	12 Month
College Nurse	12 Month
College Receptionist	12 Month
Community Education Clerk	12 Month
Community Relations Specialist	12 Month
Computer Laboratory Assistant	12 Month
Copy Center Operator	12 Month

CLASSIFIED SERVICE EMPLOYEES (continued)

Cosmetology Clerk	12 Month
Cosmetology Receptionist/Cashier	12 Month
Counseling Clerk I	12 Month
Counseling Clerk II	12 Month
Counseling Clerk III	12 Month
Culinary Program Specialist	12 Month
Custodian	12 Month
Designer/Technical Director	12 Month
Disabled Student Services Specialist	12 Month
District Campaign Specialist	12 Month
District Placement Services Coordinator	12 Month
Document Services Coordinator	12 Month
Document Services Coordinator (Day)	12 Month
Document Services Technician	12 Month
Economic Development Assistant	12 Month
Educational Advisor	12 Month
Educational Technologies Trainer	12 Month
Emancipation Coach	12 Month
EOPS Specialist	12 Month
Facilities & Planning Specialist/Accounting	12 Month
Facilities & Planning Specialist/Support Services	12 Month
Facilities Utilization Specialist	12 Month
Food Service Worker III	12 Month
Food Service Worker IV	12 Month
Foundation Specialist	12 Month
Grants Specialist	12 Month
Grants Writer	12 Month
Grounds Equipment Repairperson/Operator	12 Month
Groundsperson	12 Month
Gymnasium Attendant	12 Month
Health Services Specialist	12 Month
Help Desk Support Technician	12 Month
Information Support Operator	12 Month
Institutional Research Specialist	12 Month
Instructional Department Specialist	12 Month
Instructional Media Assistant	12 Month
Instructional Media Broadcast Coordinator	12 Month
Instructional Media Broadcast Technician	12 Month
Instructional Media Technician	12 Month

CLASSIFIED SERVICE EMPLOYEES (continued)

Instructional Support Coordinator	12 Month
Instructional Support Specialist	12 Month
International Students and Programs Specialist	12 Month
Internet Communication Specialist	12 Month
Interpreter Specialist	12 Month
Job Placement Technician	12 Month
Junior Account Clerk	12 Month
Laboratory Technician I	12 Month
	11/12
Laboratory Technician II	Month
Library Clerk I	12 Month
Library Clerk II	12 Month
Library Network/Multimedia Integration Specialist	12 Month
Library Systems Coordinator	12 Month
Library Technical Assistant I	12 Month
Library Technical Assistant II	12 Month
Library/IMC Operations Coordinator	12 Month
Mailroom Coordinator	12 Month
Maintenance Helper	12 Month
Maintenance Mechanic	12 Month
Maintenance Mechanic/Locksmith	12 Month
Matriculation Program Assistant	12 Month
Matriculation Specialist	12 Month
Media Services Repair Technician	12 Month
Microcomputer Support Specialist	12 Month
Microcomputer Support Technician	12 Month
Multi-Media Graphic Artist	12 Month
Multi-Media Operations Specialist	12 Month
Music Specialist	12 Month
Network Specialist	12 Month
Network Specialist (Data)	12 Month
Network Specialist (Telecomm)	12 Month
Nursing Enrollment Technician	12 Month
Nursing Simulation Lab Assistant	12 Month
Nursing Skills Lab Technician	12 Month
Occupational Education Assistant	12 Month
Occupational Education Specialist	12 Month
Officer, Safety & Police	12 Month
On-Line Education Development Specialist	12 Month

CLASSIFIED SERVICE EMPLOYEES (continued)

Outreach & Recruitment Services Specialist	12 Month
Outreach Specialist	12 Month
Outreach/Middle College High School Coordinator	12 Month
Outreach/Passport to College Coordinator	12 Month
Parking Administrative Clerk	12 Month
Piano Accompanist	10 Month
Police Records Clerk	12 Month
Procurement Specialist	12 Month
Production Coordinator	12 Month
Production Graphic Designer	12 Month
Production Printer	12 Month
Production Printing Coordinator	12 Month
Production Printing Specialist	12 Month
Programmer/Developer	12 Month
Project Manager	12 Month
Properties & Outreach Specialist	12 Month
Public Affairs & Marketing Specialist	12 Month
Public Affairs Officer	12 Month
Purchasing Clerk	12 Month
Purchasing Specialist	12 Month
Reading Paraprofessional	12 Month
Revenue/Accounts Receivable Clerk	12 Month
Safety & Police Dispatch Clerk	12 Month
Safety & Police Dispatch Coordinator	12 Month
Secretary I	12 Month
Secretary II	12 Month
Secretary III	12 Month
Secretary IV	12 Month
Secretary/Disabled Student Services	12 Month
Senior Academic Evaluations Specialist	12 Month
Senior Applied Technologist	12 Month
Senior Custodian	12 Month
Senior Graphics Designer	12 Month
Senior Groundsperson	12 Month
Senior Interpreter	12 Month
Senior Officer, Safety & Police	12 Month
Senior Tool Room Attendant	12 Month
Sprinkler Repairperson	12 Month
Student Accounts Specialist	12 Month

CLASSIFIED SERVICE EMPLOYEES (continued)

Student Employment Personnel Specialist	12 Month
Student Financial Services Analyst	12 Month
Student Financial Services Officer	12 Month
Student Financial Services Outreach Specialist	12 Month
Student Financial Services Specialist	12 Month
Student Financial Services Support Specialist	12 Month
Student Resource Specialist	12 Month
Student Services Specialist	12 Month
Student Services Technician	12 Month
Student Support Services Coordinator	12 Month
Supplemental Instructional Coordinator	12 Month
Support Center Technician	12 Month
Support Services Specialist	12 Month
Support Services Specialist Aide	12 Month
Swimming Pool Caretaker	12 Month
Systems Administrator	12 Month
Talent Search Coordinator	12 Month
Technical Assistant	12 Month
Telephone Systems Account Clerk	12 Month
Theater Box Office Specialist	12 Month
Theater Scenic Specialist	12 Month
Tutorial Services Clerk	12 Month
Tutorial Services Specialist	12 Month
TV Production Studio Specialist	12 Month
TV Studio Technician	12 Month
Upward Bound Coordinator	12 Month
User Support Coordinator	12 Month
Veterans Services Technician	12 Month
Warehouse Assistant	12 Month
Web Applications Developer	12 Month

This list excludes management, supervisory and confidential positions, substitutes, short-term employees, consultants, professional experts, independent contractors and all other positions not designed above.

- B. The parties agree that the unit as described in the foregoing paragraphs is appropriate and that neither party will unilaterally seek clarification or amendment of the unit, either as to specific exclusions (absent a significant reduction hereafter in their confidential, supervisory or managerial duties) or the enumerated inclusions.

- C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the Public Employment Relations Board.

- D. All references to the term “Chancellor” shall be interpreted to include the “Chancellor or his/her designee.”

Article II - MANAGEMENT RIGHTS

- A. All matters not within the scope of representation as set forth in the Government Code Section 3543.2, or not limited by the express terms of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees, to determine the method, means and services provided, to determine the staffing patterns and the number and kinds of personnel required, to determine the assignment goals, objectives and performance standards, to decide on the building, location or modification of a facility, to determine the budget and methods of raising revenue, to sub-contract work or operations except where prohibited by law, to maintain order and efficiency, to hire, assign, to evaluate, promote, discipline, discharge for cause, lay-off for lack of work, and transfer employees. All other rights of management not limited by the express language of this Agreement or government Code 3543.2 are also reserved to the District even though not enumerated above. The exercise of any such rights reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- B. It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of the unit members as set forth elsewhere in this Agreement. It is the parties' intention that the express provisions of this Agreement constitute the only contractual limitation upon the District's rights.
- C. In the event that the District hereafter establishes a new job classification or substantially changes the duties and/or working conditions of an existing classification to which this Agreement applies, the District will notify the Association of its action. The District shall provide written notification of the duties, rate of pay, and the location of employment and the hours of employment for all new or changed job classifications. The Association will contact the District of its right to bargain within five (5) working days after such notification. If an agreement is not reached, the Association ~~it~~ has the right to challenge the assigned rate and working conditions under the grievance-arbitration procedure within ten (10) working days after such notification. In the event any matter hereunder goes to arbitration, the rate assigned by the District shall not be recommended to be modified by the arbitrator unless he or she finds that the duties of the new or changed job classification involve skills, effort and responsibilities which are materially greater than those involved in any related classification which have or had the same or closely similar rate of pay. Any rate that is recommended to be modified by the Arbitrator shall not be retroactively applied past the date of the grievance and no rate can be established that is above an existing wage rate for a related job set forth in Exhibit (D) (Assignment of Classified Salaries)

- D. Any dispute arising out of or connected with either the existence of or the exercise of any of the rights of the District as set forth above, or any other rights of the District not limited by the express language of this Agreement, or arising out of or connected with the effects of the exercise of any such rights, is not subject to the Grievance Procedure contained in this Agreement.
- E. The District retains the right to suspend policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action. In the event of such suspension, the District agrees to meet and negotiate with respect thereto within a reasonable period of time.

Emergencies shall not be declared capriciously or arbitrarily, and any suspension pursuant to this section shall be terminated promptly, where it is feasible to do so, upon the end of the emergency. It is not the intent of the District to use this emergency clause to take away agreed upon classified salary and fringe benefit increases in order to fund salary increases for other employees.

Article III - STATUTORY CHANGES

- A. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any State or Federal statute or regulation, the terms of this Agreement shall control, unless required otherwise by law.

Article IV - CONCERTED ACTIVITIES

- A. During the term of this Agreement neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike, work stoppage, slow-down, sick-in, mass absenteeism or any similar kind of interruption of or interference with the operation of the District (including a picket line which has such effect), regardless of whether there is a claim by the Association of breach of this Agreement or a Federal or State law by the District.
- B. In the event of a strike, work stoppage, slow-down, sick-in, mass absenteeism, or any similar kind of interruption or interference with the operations of the District (including a picket line which has such effect), the Association shall promptly notify the employees that such action is a violation of this Agreement and promptly inform them that they are to return to work, and to take every reasonable effort to terminate the unauthorized action.
- C. Respecting any picket line established by any person or organization for any reason at any facility of the District by the Association or any employee, in concert or alone, during the term of this Agreement shall constitute a violation of this Article.
- D. The Board agrees that during the terms of this Agreement it will not engage in any lockout of bargaining unit employees.

Article V - NEGOTIATION PROCEDURES

- A. Negotiation shall take place at mutually agreeable times and places. Pursuant to Section 3543.1(c) of the California Government Code, the Association and the District agree that the maximum number of representatives of the Association to receive released time without loss of compensation for the purpose of meeting and negotiating shall be seven (7). The parties shall attempt to schedule negotiation meetings in such manner so that no more than one-half of the meeting time shall be released time without loss of compensation.

- B. The Association shall be provided up to eight (8) hours per representative release time to prepare for negotiation meetings and shall be made available to those assigned as part of the negotiation team without loss of compensation and benefits. One (1) week notice will be given to the District prior to any meetings for negotiation preparation purposes.

Article VI - ASSOCIATION RIGHTS

- A. The Association shall have the right to post notices of Association activities and matters via email and on designated Association bulletin boards as provided by the District. The Association may use district mailboxes and district-provided computers for communications with classified employees. The District will provide two (2) computers at Riverside and one (1) each at Moreno Valley and Norco Campuses for this purpose.
- B. The Association may request of the District the use of school equipment, buildings and facilities at reasonable hours, and permission shall not be unnecessarily withheld. Such equipment may include duplicating equipment, word processing equipment, calculating machines, computers, printers, fax, video conference, and audiovisual equipment when such equipment is not otherwise in use. Copy machines may be used for Association publications at the same cost charged to school programs. The Association may use the District's established CSEA List-serve to notify members via email of meetings, events and training. Executive Board members and committee members may use the general District e-mail system to communicate with other members concerning CSEA business.
- C. A copy of the Agreement will be provided by the District to each unit member. The cost thereof shall be borne by the District.
- D. Except as provided for in Article V, and Article XXIV, Section E, Association representatives shall not transact Association business during working hours, except where all employees involved are on a meal or other break. However, no more than four (4) representatives of the Association shall be permitted a collective maximum of thirty two (32) hours of paid leave of absence during each twelve month period covered by this Agreement to conduct Association business and/or to attend meetings/conferences appropriate to the Association. In addition, no more than four (4) representatives shall be permitted to use a collective maximum of 160 hours during each twelve month period covered by this Agreement to attend the Association's Annual Conference. Association representatives may choose to have eighty (80) of these hours deducted from their sick leave or vacation or to be taken as leave without pay. Eighty (80) will be considered leave with pay. A request for such leaves of absence shall be made in advance to the Chancellor, and it is understood that the Chancellor may deny a request where college operations would be detrimentally affected by granting the leave at the requested time.
- E. The District shall provide the Association a seniority roster prior to January 1st of each year. Upon request of the Association, the District shall make available to the Association any changes during the course of the year.
- F. The District shall provide the Association with the names, addresses, and phone numbers of all unit members on May 1 and November 1 of each year, subject to

- the right of employees to designate their address and phone numbers as confidential. The District shall also provide the Association with the names, addresses, and phone numbers of all new hires in positions within the bargaining unit.
- G. A copy of any layoff notice sent to an employee will be provided to the Association at the same time.
- H. The Association shall have the right to select representatives on any District committee involved in the formulation of District policies and procedures that affect matters involving classified employees.
- I. The District shall provide up to sixteen (16) hours per week reassigned time to the President of the Association or designee. When necessary a replacement shall be provided at the District's expense to cover the duties of his or her classification. At the beginning of each school year the Association and the Chancellor or designee will mutually agree on the guidelines as to how the Association President's release time shall be implemented. In the event the Association President's job makes this difficult to accommodate, all or part may be designated by the Association President to another individual in the bargaining unit. The Association President shall consult with his/her supervisor and the Chancellor about the time frame within which ten (10) hours will be scheduled. The remaining six (6) hours will be coordinated with the supervisor. The Association representative will work with the area supervisor to determine when reassigned time is to be utilized so as not to adversely affect the District operation.
- J. The District agrees that in any investigatory interview with an employee which may lead to discipline of that employee, an Association representative will be allowed to be present if the employee so requests.
- K. The District will permit two (2) union meeting per academic year to be held during normal working hours for the purpose of ratification. In addition, the District will permit one (1) meeting per academic year, not to exceed one (1) hour during normal working hours with one (1) week's advance notice to the District. The District will permit ~~one~~ two (2) hours travel time if the meeting is to be held on a campus other than the unit member's primary work site.
- L. The District shall allow one and a half (1.5) hour per month scheduled time to thirteen (13) Executive Board Officers of the Association for an Association Executive Board Meeting. In addition, two (2) hours travel time will be provided for those Executive Board Officers traveling to another campus. The Association will provide one (1) week's advance notice to the District.
- M. The Association President shall be provided a separate office with appropriate desk(s), chairs, computer, Internet access, phone, printer, locking file cabinet and bookcases.

Article VII - ASSOCIATION DUES AND PAYROLL DEDUCTION

- A. The District will make payroll deductions of Association dues and fees for classified employees who have authorized said deductions in writing. Such authorization shall continue until revoked in writing as set forth in Section D below. No increase in the dues or fees to be deducted will be made unless the Association provides thirty (30) calendar days advance notice in writing and the authorization form permits such increase.
- B. Upon written authorization from the employee, the District shall deduct from the salary of such employee and make appropriate remittance to credit unions, and/or annuity plans.
- C. The District shall not be liable to the employee or the Association or have any responsibility for these funds beyond transmittal in accordance with this Article. Subject to Section D below, the employee must give not fewer than two (2) weeks written notice to commence or terminate the deductions covered in this Article.
- D. Classified employees within the bargaining unit who voluntarily have on file with the District an unrevoked dues deduction authorization as of a date fifteen (15) days after the execution date of this Agreement or who thereafter voluntarily execute a dues authorization card specifically authorizing the Riverside Community College District to deduct dues shall be able to revoke such authorization during the term of this Agreement only as set forth hereafter. An employee may revoke authorization to deduct dues by:
1. sending a signed, written notice to the Association, with a copy to the District, during a period not more than sixty (60) calendar days nor fewer than fifteen (15) calendar days prior to June 30 of each year, or
 2. where in the judgment of the Association's Executive Board, revocation is appropriate because the member is experiencing extreme financial hardship.
- Any such revocation under subsection 1 will be effective on the following July 1st. In the expiration year of this Agreement, the provisions of Government Code Section 3540.1(i) on revocation shall also be applicable. Any revocation under subsection 2 will become effective two (2) weeks after the District receives both official notice from the Association and written notice from the employee.
- E. Classified employees have the option of requesting payroll deduction to pay for parking fees. The classified employees shall not be required to pay additional parking fees for the winter intercession.

Article VIII – ORIENTATION AND IN-SERVICE TRAINING

- A. All orientation and in-service training of classified employees shall be conducted during the period designated by the Board as the workday and work year for those designated employees.
- B. The hours of service for classified employees on days designated for orientation or in-service activities shall be at the same rate of pay as if the classified employees were at their job stations. The employees who are not on duty during the activities shall be compensated for their time and travel if reporting to duty at a later time.
- C. District in-service programs shall be planned by the District. The District will consult with representatives of the Association to discuss such matters.

Article IX - WORK YEAR

- A. The normal length of the work year for each classified employee classification is set forth in Article I This shall not be considered a guarantee of work for any employee, and the length of the work year is subject to change by the District in accordance with the applicable provisions of the Education Code.
- B. The District shall set the starting and ending days for each employee's work year. In the event the District has a need to establish new starting and ending days for a vacant position the District shall notify the Association of its intent to do so. The Association will have five working days to notify the District that it desires to negotiate over the proposed change after which the position will be posted.
- C. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. When such assignment is necessary, offers of assignment shall be made to qualified employees in order of their seniority within the classification, but no employee shall be required to accept such assignment. An employee performing such assignment shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to the classification during the regular academic year.

Article X - HOURS OF WORK

- A. Subject to Section C below, the length of the normal work day for classified employees who have their time assigned to full-time positions shall be eight hours per day, exclusive of a lunch break. The length of the normal work week for classified employees assigned to full-time positions shall be forty hours. The district may designate certain positions in which service shall be for fewer than eight hours per day or forty hours per week.
- B. The District shall establish the daily beginning and ending times for all classified employees. The beginning time for any employee while assigned to a particular classification shall not be changed by more than two (2) hours unless there is either mutual agreement between the District and the employee or layoff procedures are followed.
- C. Subject to applicable Education Code provisions, the District may classify certain classified employees for assignment to ten-hour-per-day, four-day-per-week positions. Employees serving in such positions shall be entitled each year to the same number of total hours of authorized leaves of absence, vacation hours, holiday hours, and fringe benefits as granted to an employee who works a regular eight-hour, five-day week.
- D. Interpreters - Senior Interpreters assigned to the program for the hearing impaired shall have the opportunity to be assigned a minimum of twenty (20) hours per week. If the original weekly assignment is reduced by student attrition, the senior interpreter so affected shall have the option to activate seniority rights over short-term interpreters. A senior interpreter will be assured a minimum of two hours of employment on any day the interpreter is assigned. Interpreters who report for assignment and find the student to whom they are assigned is absent shall report to the Disabled Student Services for an alternate assignment. Short-term interpreters are not covered by the terms and conditions of this Agreement.
- E. Those employees starting work at 3:30 P.M. or later shall work a shift with a meal break of thirty (30) minutes included as part of their eight (8) hour shift.
 - 1. Safety and Police Officers and Safety and Police Dispatchers shall work a shift with a meal break of thirty (30) including as part of their eight (8) hour shift.
 - 2. Safety and Police Officers and Safety and Police Dispatchers assigned to a ten (10) hour shift or other agreed upon shift, the meal period of thirty (30) minutes shall be included as part of that ten (10) or other agreed upon shift.

3. An employee who received a shift differential premium on the basis of his/her shift shall not suffer a reduction in pay, including differential premium, when assigned temporarily to a day shift.
 4. An employee assigned to a Swing Shift shall be paid a shift differential premium of one (1) percent above the regular pay for all hours worked. Swing shifts are all shifts beginning on or after 1:00 PM but before 10:00 PM.
 5. An employee assigned to a Graveyard Shift shall be paid a shift differential premium of two (2) percent above the regular pay for all hours worked. Graveyard shifts are all shifts beginning on or after 10:00 P.M. but before 2:00 A.M.
- F. Classified employees regularly assigned five or more hours per day shall be allowed two (2) fifteen-minute rest periods during each day, to be set by their supervisor, one such rest period to be taken during the first half of the shift and one to be taken during the second half of the shift. Rest periods are not cumulative nor can they be combined with the meal break to shorten the work day. Employees working fewer than six hours shall be entitled to one fifteen-minute rest period during each day. Except in emergencies, rest periods are to be free from interruption.
- G.
1. All employees regularly assigned five or more hours per day shall be entitled to an uninterrupted lunch period. The lunch period shall be unpaid (except as set forth in Section F) and shall be for at least thirty (30) minutes. The lunch period shall be scheduled near the midpoint of the employee's work day.
 2. Employees assigned to five (5) or more hours per day but no more than six (6) hours per day shall have the option of waiving their right to a 30 minute unpaid uninterrupted lunch period in order to complete their work day if approved by their supervisor.

Article XI – TRANSFERS AND PROMOTIONS

- A. For purposes of this article, a transfer shall mean a change of location or supervisor within the same classification or position with the same salary range.
- B. Classified employees may be transferred by the District to any position at any time such transfer is in the best interest of the District. However, no transfer shall be made for arbitrary or capricious reasons. An employee affected by a transfer shall be given notice as soon as administratively practical. A conference will be held to discuss the reason for the transfer.
- C. A classified employee may request a voluntary transfer at any time an opening for a transfer is available and such a transfer will serve the District's best interest.
 1. If an existing classified position becomes vacant, DHR will announce the position internally by e-mail five (5) business days before an outside search is initiated. Only permanent classified employees who meet the minimum qualifications for the job will be eligible to apply for transfer.
 2. Applicants will be required to complete:
 - Transfer Request Form from DHR
 - District Application Form via the Online Applicant Tracking system
 3. Once an internal recruitment posting is completed a formal selection process shall be determined after a review of applicant materials and the number of qualified candidates in the applicant pool. Based upon the size of the candidate group, DHR and the hiring manager may agree that all qualified candidates shall be referred for hiring consideration.
 4. The transfer request will be granted if the receiving department agrees to accept the transfer after interviews are conducted.
 - a. The decision will be communicated in writing to the staff member(s) requesting transfer.
 - b. Final hiring selection will be at the discretion of the hiring manager and is not grievable.
 5. No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
 6. If a voluntary transfer is denied, the classified employee shall be provided with specific reasons for the denial within 10 working days.
 7. Notwithstanding the definition of transfer in Section A above, provisions of this section shall be applicable to employees voluntarily seeking a lateral change of classification in the same salary range, or a voluntary demotion to a classification in a lower salary range.
- D. For the purpose of this selection a promotion shall mean a movement upward of at least one range.

1. Promotional process – When three (3) or more classified employees apply for a promotion for a job within the bargaining unit, and all possess the requisite qualifications for the job and have not had an overall evaluation of unsatisfactory on the most recent evaluation, the District shall select one of such District employees for the job as long as such employee is as qualified as any outside applicant. The selection of employees for this job shall be at the sole discretion of the District and shall not be grievable. Whenever possible in accordance with other District hiring policies, the District will encourage upward mobility of its employees.
2. The hiring Manager and/or DHR staff will review all of the applications to determine that the internal employee(s) meet the requirements of the position and they are found to be as qualified as any outside candidate applying for the position.

Article XII - PERFORMANCE EVALUATION

The primary purpose of an evaluation is to recognize the classified employees' job knowledge and skills, contribution to the District, to document unsatisfactory performance and to inform the member of the areas where performance improvement is needed.

- A. Evaluation of classified employees shall be conducted by the employee's immediate supervisor or designated evaluator. The performance of classified employees shall be reviewed and evaluated as follows:
1. Permanent employees shall receive a written evaluation at least once each year, which shall normally occur during the month of the employee's anniversary date (See Article XIV, Section I, 1. for explanation of "Anniversary Date"). One additional evaluation may be requested by the employee each year.
 2. A formal written evaluation of the employee's total job performance, other than the regular annual evaluation, shall first be approved by the Chancellor or his or her designee. It is understood that the foregoing does not apply to any follow-up evaluation which is provided for in the regular annual evaluation.
 3. Probationary employees shall receive written evaluations at the end of the second month and each third month thereafter during the probationary period.
 4. Promoted employees shall receive written evaluations at the end of the second and fifth months in their new positions.
 5. Marks, comments, suggestions, and dates must be made either in ink or by word processing equipment. Signatures of the evaluator and the employee must be in ink. If changes are made, the original mark or comment may be crossed out and the correction initialed by the employee and supervisor. Any supporting documentation shall be signed by the supervisor and the employee. All documents shall be reviewed at the time of the evaluation report.
- B. As part of the evaluation process, each staff member may provide a self-evaluation that assesses his/her own performance in accordance with the appropriate form designated for this purpose. The self-evaluation shall be shared with his/her immediate supervisor and will become part of the evaluation report.
1. All evaluations shall be signed by the supervisor and reviewed and countersigned by the reviewing administrator prior to discussion with the employee.

2. Prior to the initial evaluation of a probationary employee, the supervisor shall meet with the probationary employee to discuss the purpose, criteria, procedures, and timelines for the evaluation.
 3. The supervisor shall discuss with the employee the final contents of the evaluation and shall provide the employee with a copy at this time. The evaluation form shall be signed and dated by the employee; however, the employee's signature indicates only that the employee has seen the evaluation and does not necessarily indicate concurrence with the evaluation.
 4. If the evaluator has been the supervisor of the employee for a period of two (2) months or less, then the evaluation will be delayed for two (2) additional months. This provision does not apply to promotional and probationary employees.
- C. Only the evaluation procedure and not the evaluation itself, shall be grievable under this Agreement.
- D. In the event the supervisor assigns a rating of "improvement needed" or "unsatisfactory," the supervisor shall include an explanation of the reason(s) for such markings, and provide written expectations for ways to improve performance. The foregoing shall not apply where the supervisor is recommending termination of a probationary employee. The purpose of written expectations is to assist the employee in developing and implementing improvements to the areas of deficiency noted by the immediate supervisor and to assist the staff member in making improvements. Expectations shall be outlined and discussed with the employee to give opportunity for improvement.
- E. The supervisor and employee may agree on goals for the subsequent evaluation period. Said goals shall relate directly to the employee's assigned duties.
- F. A copy of the final evaluation shall be placed in the employee's personnel file only after all requisite signatures have been obtained thereon, and only this original signed copy shall be considered the official copy. The employee may submit comments or a rebuttal statement regarding the evaluation if the employee believes the evaluation is incorrect. The employee's submittal shall be attached to the evaluation, included in the permanent personnel file and a copy sent to the supervisor. The employee shall have fifteen (15) working days from the evaluation meeting in which to submit his/her statement in this regard. Further, an employee may, within fifteen (15) working days of the evaluation meeting, request a conference with the reviewing administrator for purpose of asserting that the evaluation contains specific statements which are false. In such event, said administrator shall meet with the employee as soon thereafter as is

reasonably possible. The evaluation shall not be placed in their personnel file until such meeting has been held.

Article XIII - PERSONNEL FILES

- A. Personnel files of classified employees shall be maintained at the District Diversity and Human Resources office. Such files shall be available for inspection as set forth hereafter. There shall be no right of inspection to any other files relating or pertaining to classified employees which may be kept by individual administrators or others. Disciplinary actions taken against an employee may be based only on materials contained or placed in the personnel file and such materials may not be more than two (2) years old.
- B. Every classified employee shall have the right to reasonably request to inspect his or her personnel file and shall be released from duty for this purpose when his/her department can reasonably accommodate the request. Personnel file material which may not be inspected includes such materials as ratings, reports, or records which were obtained in conjunction with the employment or promotional processes. All classified employees who want to inspect their personnel file shall ordinarily make an advance appointment.
- C. Information of a derogatory nature, except materials mentioned in B above, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty for this purpose without salary reduction.
- D. All material in the personnel file shall indicate the date it was prepared and who was responsible for its preparation.
- E. Personnel files shall be available for review by his or her CSEA representative, if authorized in writing by the employee. Any further review shall require an additional, specific authorization.
- F. Classified employees shall have the right to enter into their personnel file letters of commendation and/or certificates of exemplary performance from District administrators.

Article XIV - SALARIES

- A. The hourly, monthly and annual salary rate schedules for classified employees are set forth in Exhibits A, B and C.
- B. The salary of positions in which service is fewer than eight hours per day or forty hours per week shall be prorated accordingly.
- C. The rules for computing the amount of each salary payment are as follows:
 - 1. Paychecks for all full-time employees working 10, 11, or 12 months will be in accordance with Exhibit B with 10, 11, or 12 equal checks, respectively, one each month.
 - 2. Paychecks for less than full-time employees will be computed on the same basis as those of full-time employees at a pro rata rate. For all computations involving less than full months, the month will be assumed to consist of twenty-two working days, in order to establish a daily rate.
 - 3. Paychecks for hourly and other part-time employees will be computed on the basis of range and step placement as shown in Exhibit B to be divided by 173.33 hours per month to arrive at an hourly rate as set forth in Exhibit A.
 - 4. Any unit employee who works a partial pay period will be paid only for those hours worked.
 - 5. The paycheck for the last pay period in which a unit employee is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.
- D. Classified employees who must travel in the course of employment between duty stations in their own vehicle during duty hours will receive mileage compensation at the rate per mile which is allowed by the Internal Revenue Service for income tax deduction purposes at the time of the travel.
- E. Monthly classified employees are paid according to the Salary Schedule for Classified employees (Exhibit B). Paychecks for monthly employees shall be available on the last working day of the month.

Monthly employees are those classified employees who are in regular positions which require either twenty or forty hours of work each week.
- F. Regular employees are paid according to the Salary Schedule for Classified Employees - Hourly Rates (Exhibit A).
- G. Regular employees shall receive compensation for days of paid leave and holidays based upon the salary rate on the appropriate salary schedule times the

daily average number of hours worked in the previous pay period. Such paid leave during the first month of each work year shall be based on the assigned minimum number of hours. The daily average of hours worked shall be determined by the District at the time of an employee's termination or at the end of the work year. Adjustment in pay for all paid leave will be made on the final paycheck.

H. Salary increases for the duration of the contract:

Should any other employee group receive a bargained compensation level greater than that provided herein, the classified bargaining unit shall receive the difference.

I. Changes in Step Placement

1. Changes in step placement through Step 5 shall be provided annually to employees covered by this Agreement. For employees hired on or before the 15th day of the month, the annual change in step placement shall be effective on the first day of the month in which the employee was hired. For employees hired after the 15th day of the month, the annual change in step placement shall be effective on the first day of the month following the month in which the employee was hired.
2. Annual step placement changes shall apply to Exhibits C.
3. Anniversary date shall be adjusted for any period of non-paid leave of more than thirty calendar days.
4. The following examples are provided to serve as a guide to step placement:

EXAMPLES:

Date of Employment (Step 1)	Date of Change to (Step 2)	Date of Change to (Step 3)
5-12-03	5/1/04	5/1/05
5-16-03	6/1/04	6/1/05

J. Longevity steps 6, 7, 8, and 9

1. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for step 6. Such step to be 2-1/2% above step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for step 7, as computed in (a) above.

- c. Employees who have completed 19 years of service in the District shall be eligible for step 8, as computed in (a) above.
 - d. Employees who have completed 25 years of service in the District shall advance to step 9, computed at 2-1/2% beyond step 8.
 - 2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section H, above.
- K. At its discretion, the District may place a new employee at any step on the salary schedule.
- L. The classified salary schedules will be adjusted as follows:
 - 1. Effective July 1, 2008
 - a. Increased by 1.68%
 - 2. Effective July 1, 2009
 - a. First, decreased by .68% in accordance with Board of Trustees action dated March 17, 2009
 - b. Second, increased by 1%
 - 3. Effective July 1, 2010
 - a. Increased by COLA (to the extent funded by the State).

Article XV - OVERTIME PAY

- A. In determining an employee's eligibility for overtime pay, all paid status time shall be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.
- B. Hours worked above eight in any day or forty in any week are overtime. The District will compensate for overtime at a rate one and one-half times the hourly rate set forth in Exhibit A. However, in the case of an employee working a four-day, ten hours-per-day schedule, overtime shall be paid for hours in excess of ten hours per day or forty hours per week.
- C. Whenever an employee is requested to return to work after hours, weekends or holidays, the employee will be compensated for his or her time at the appropriate hourly rate with a minimum payment of two hours.
- D. When compensatory time off is authorized by the District for the period of July 1 to June 30, in lieu of cash compensation, such time must be taken by the succeeding August 31, or be compensated for in cash by September 30 of the succeeding year.
- E. No overtime hours shall be worked without specific authorization from the employee's supervisor.
- F. Except when there is an emergency, the District shall endeavor to inform an employee before assigning overtime if compensatory time in lieu of overtime payment will be available for overtime worked. The employee and the District may subsequently mutually agree to change the overtime worked from compensatory time to pay or vice versa.
- G. Employees assigned to one location who are required by the District to report to, or work at, a different location at a time before or after the end of the their shift shall be paid overtime for said work.
- H. Any classified employee who works in excess of four (4) hours overtime in a regular work day shall be compensated at the rate of two times the regular rate.
- I. Any employee required to be placed on an on-call status shall be compensated with one-half day's salary per day while in on-call status. Employees in on-call status will be able to begin work immediately and within 30 minutes travel time to his/her normal work station.
- J. A seniority list of all employees in the bargaining unit for each department shall be maintained.

- K.. At such time as the District identifies an overtime need in a department then the District shall offer said overtime to qualified bargaining unit employees who meet minimum qualifications on a rotational basis as follows:
1. The first offer to overtime in a department shall be made to the most senior employee in that department who has completed their regular shift. Should that employee decline the offer of overtime, the employee then waives his/her overtime right for the remainder of that particular rotation. The offer shall then be extended to the next most senior employee on the departmental list. This process shall continue until such time as the offer of overtime is accepted by an employee within the department.
 2. For the next identification of overtime need by the District, the District shall offer overtime to the most senior departmental employee on duty on the seniority list who was not offered the immediately preceding departmental overtime opportunity. Should that employee decline the offer of overtime, then the offer shall be extended to the next most senior employee on the seniority list. This process shall continue until such time as the offer of overtime is accepted by an employee within the department.
 3. Should an employee on an approved leave become eligible for an identified overtime opportunity, then that employee shall be the first employee to be offered the next overtime opportunity which becomes available following his/her return to work.
 4. Should the department be unable to contact an employee following the identification of an overtime need, then that employee shall be the first employee offered the next overtime opportunity which becomes available.
 5. Notwithstanding the foregoing, there may be situations which require a department to offer an overtime opportunity to an employee other than the next eligible individual on that department's seniority list (e.g. an emergency situation), then the department shall advise the Diversity and Human Resources Office of this matter within 72 hours of its occurrence. The Human Resources office will then review this matter with CSEA Chapter #535.

Article XVI - ASSIGNMENT OF CLASSIFIED EMPLOYEES

- A. The District shall have the authority to assign each classified employee. Such assignment shall be made in accordance with the employee's qualifications and the needs and best interest of the District.
- B. An employee, assigned by the District to perform a substantial amount of the duties unique to a higher class for a period of time which exceeds five working days within a fifteen-calendar-day period, shall be paid on the salary range assigned to the higher position on the lowest step which will give an increase over the employee's regular salary. The higher pay rate will be in effect for the period the employee is required to work in the higher class. The District shall attempt to provide equity in assigning out-of class work.
- C. In cases where an employee is reassigned to a different position of an equal or lower salary range, the employee shall be permitted to retain the step he/she held in the former position.
- D. Any reassignment of a permanent employee to a different position with an equal or lower salary range shall be in accordance with the applicable Education Code provisions.

Article XVII - PROBATIONARY AND PERMANENT STATUS

- A. The probationary period for all newly hired classified employees shall be nine (9) calendar months in duration. The Chancellor may extend the probationary period up to three (3) additional calendar months, not to exceed a total of twelve (12) calendar months.
- B. A probationary employee may be demoted, suspended, or dismissed at any time during the probationary period at the discretion of the District and such action shall not be subject to the grievance procedure or any other District review procedure.
- C. An employee who is promoted shall serve a probationary period of six (6) working months in the higher classification.
- D. A permanent employee who is serving a probationary period as a result of promotion and who is found unsatisfactory in the higher position shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Any decision to reinstate an employee to his or her former classification shall not be grievable or subject to any other District review procedure.
- E. A regular employee in a classified position shall have the opportunity to self elect to return to his/her former position within two (2) months of the date of promotion to the new position. When such an employee returns to his or her former position, the employee who replaced him/her shall be required to return to their former position and so on.
- F. Employees returning to their former position shall have their rate of pay adjusted accordingly and return to a rate of pay received in the former position.

Article XVIII - HOLIDAYS

A. All employees covered by this Agreement shall be entitled to the following paid holidays except those employees working in positions where they are required to work exclusively on weekends and holidays in accordance with Education Code Section 88204 shall be entitled to the following paid holidays, provided they are in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday:

Holiday	FY 2009/2010		FY 2010/2011	
Independence Day	July 3, 2009	F	July 5, 2010	M
Labor Day	September 7, 2009	M	September 6, 2010	M
Veterans Day	November 13, 2009	F	November 12, 2010	F
Thanksgiving Day	November 26, 2009	Th	November 25, 2010	Th
Day after Thanksgiving	November 27, 2009	F	November 26, 2010	F
Christmas Day	December 25, 2009	F	December 24, 2010 (observance)	F
Admissions Day	December 28, 2009	M	December 27, 2010	M
College Closure days after Christmas Holiday	December 29/30, 2009	T/W	December 28/29, 2010	T/W
Vacation Day	December 31, 2009	TH	December 30, 2010	TH
New Year's Day	January 1, 2010	F	December 31, 2010	F
Marin Luther King, Jr. Day	January 18, 2010	M	January 17, 2011	M
Lincoln's Birthday	February 12, 2010	F	February 18, 2011	F
Washington's Birthday	February 15, 2010	M	February 21, 2011	M
Memorial Day	May 31, 2010	M	May 30, 2011	M

(College closure days after Christmas Holiday will be a minimum of two (2) days subject to annual discussions)

- B. March 31st shall be designated as Cesar Chavez Day. This will be observed as a day of recognition and remembrance. This is a work day, not a paid holiday.
- C. Before Board action on the academic calendar for each year, the CSEA President will be provided a copy and the opportunity to comment thereon. Copies of the final calendar shall be made available to all CSEA members.
- D. When any classified employee is required to work on any of the said holidays, they shall be paid one and one-half times the normal rate of pay, in addition to the regular pay received for the holiday. (See Article XV)
- E. Part-time regular employees shall receive holiday pay on a prorated basis as defined in Article XIV, Section G.

Article XIX - VACATIONS

- A. Earned vacation may not be taken until a minimum of one month of service has been completed. Employees hired on or before the fifteenth of any given month shall be assumed to have earned one day of vacation for that month; employees hired after the fifteenth of any month may not use that month toward computation of the one month minimum of service.
- B. During the first five (5) years of continuous service with the District, each regular classified employee shall earn one day of vacation for each full month in a paid status.
- C. After completion of five (5) continuous years of service to the District, a classified employee shall earn 1.25 days of vacation for each full month in a paid status for a maximum yearly vacation of 15 days.
- D. After completion of ten (10) continuous years of service to the District, a classified employee shall earn 1.677 days of vacation for each full month in a paid status for a maximum yearly vacation of 20 days.
- E. After completion of fifteen (15) continuous years of service to the District, a classified employee shall earn 1.834 days of vacation for each full month in a paid status for a maximum yearly vacation of 22 days.
- F. Classified employees shall be paid at their current rate that is in effect when the vacation is taken.
- G. Vacations are not accumulative and must be taken in the fiscal year following the year earned. In any case where the District and the employee agree that vacation will not be taken in the foregoing manner, the employee shall receive cash compensation for the days of vacation earned but not taken. The cash compensation shall be paid on the first warrant after August 31st of the fiscal year following the year in which the vacation was earned.
- H. A classified employee terminating for any reason after the completion of the initial six (6) months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.
- I. Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the employee. All vacations must be approved in advance. When two (2) or more employees in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior employee(s) if at least one (1) but not all such employees can be granted vacation for such period of time.

- J. If one (1) or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.
- K. Employees assigned to positions of fewer than twelve (12) months must take vacation during the period between their first and last day of regular paid status.
- L. Part-time regular classified employees shall receive vacation pay on a prorated basis as defined in Article XIV, Section G.
- M. Employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to Diversity and Human Resources for review.

Article XX - PAID LEAVES OF ABSENCE

- A. The following provisions apply to paid leaves of absence.
1. No employee shall be granted a paid leave of absence for any purpose not-specified in the Articles of this Agreement.
 2. Time spent on paid leave shall not constitute a break in service.
 3. All employee leaves under this Article shall be considered leaves with pay, and a continuation of all job benefits shall be paid by the District.
 4. When all available paid leaves of absence have been exhausted, and if the employee is not immediately able to assume the duties of his or her position, the employee may be terminated and placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in the first vacant position in the class of the person's previous assignment, unless such vacant position is reserved by law to an employee who has been laid off. A person on a reassignment list who has been medically released to return to duty, and who fails to accept and report for an assignment in the previous class within ten working days of receipt of the offer, may be dismissed.
 5. Part-time regular employees shall receive paid leave pay on a prorated basis as defined in Article XIV, Section G.
- B. Leave for Illness or Injury (Sick Leave) - Every classified employee employed five days a week by a District shall be entitled to 12 days leave of absence for illness or injury and such additional days, in addition thereto, as the governing board may allow for illness or injury, exclusive of all the days the employee is not required to render service to the district, with full pay for a fiscal year of service. A classified employee, employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months the employee is employed bears to 12 and the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing board for classified employees employed five days a week for a full fiscal year of service. A classified employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days the employee is employed per week bears to five and is entitled to the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing board for classified employees employed five days a week for a full fiscal year of service.

1. Sick leave is cumulative, with no maximum limit set. Accumulated sick leave and the balance of sick leave for the current fiscal year may be used at any time. Should the employee use these days, and then leave employment of the District before sick leave is earned, a salary deduction will be made on the final salary warrant.
2. At the beginning of a fiscal year, employees shall be credited with the number of days of sick leave they shall earn that year. except for probationary employees, who are entitled to only six days of sick leave before serving six months.
3. Notification of illness or injury shall be made directly to the employee's Department at the earliest feasible moment. If the Department is not open, notification shall be made to Diversity and Human Resources at the earliest feasible moment. Notification must occur not later than one-half hour after the start of the work shift in order to be eligible for paid sick leave, unless notification by such time is not feasible. However, in the case of the graveyard shift, notification shall be at least one hour before the first shift starting time unless it is not feasible to do so. Such notification shall be to a designated phone number of which the employee has been previously notified.
4. A statement from a physician verifying the employee's illness may be required by Human Resources. In cases of serious illness or injury, the District may require a classified employee to submit a written release by the doctor before returning to work. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District. Return for limited duty or less than the normal work schedule shall not be permitted except where the District, at its discretion grants specific written permission.
5. Upon return to work, an employee shall sign the Absence Affidavit.
6. Any classified employee who has been an employee of another California public school or community college district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other district, shall have earned sick leave in the previous district transferred to this District.
7. An employee who has used all sick leave and is absent due to illness or injury shall have additional days of absence charged against any accumulated vacation days or compensatory time off accumulated as a result of overtime worked. Except as required by Section D, the employee may elect to use the benefits of Section C below prior to the operation of this section.

8. An illness or injury absence shall be an absence of the classified employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during out-of-work hours, and any physically disabling condition, including pregnancy disabilities, which prevents the employee from performing assigned duties.
 9. Sick leave shall be taken in increments of not less than one hour.
- C. Extended Illness or Injury Leave (Paid Leave) - When a classified employee has been ill or injured for an extended period of time and accumulated sick leave is not available, or the employee makes the election provided below, the employee shall be paid fifty percent (50%) of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five (5) calendar months for the same illness or injury in any fiscal year and only during the period of an employee's regular assignment or for no more than five (5) calendar months for the same illness or injury. The five (5) month period begins for the first illness or injury in any fiscal year on the day of absence following the last day of sick leave earned during the year, except that if the employee has more than twenty (20) days of earned sick leave accumulated, the five (5) month period shall not begin until the twenty-first (21st) day of absence. An employee with more than twenty (20) days accumulated sick leave may elect as of the twenty-first (21st) day of absence or thereafter to receive this extended illness benefit and not use up his/her remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth (20th) day, the period of this extended illness or injury leave benefit shall be reduced by the same number of days as there are between the twentieth (20th) day and the day written election is received.
- D. Industrial Accident and Illness Leave (Paid Leave) - Permanent classified employees covered by this Agreement who are absent from duty because of industrial accident or illness which meets the standards for qualifying for worker's compensation and who have been continually employed by the District for at least one (1) year shall be granted all allowable industrial accident and illness leave for not more than sixty (60) working days in any fiscal year for the same accident or illness. Such allowable leave shall not be accumulative from year to year.
1. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such a time as the employee's physician verifies that there has been such a recovery. In the absence of such verification, the District may nonetheless, at its own expense, obtain the opinion of another physician to determine if the employee is able to return to work.

2. When an employee is absent from duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity, will result in a payment to the employee of not more than such employee's full salary.
 3. The employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
 4. Any employee receiving benefits under this section shall, during the period of injury or illness, remain in the state of California unless otherwise authorized by the District.
 5. Reporting industrial accidents and industrial illness shall be the responsibility of the employee so afflicted. Such report shall be made to the employee's Department within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
 6. Upon termination of the sixty (60) working days of leave authorized by this Section, and if the absence continues, the employee may use that portion of accumulated sick leave, vacation leave, compensatory time or other Paid Leaves to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.
- E. Personal Necessity Leave (Paid Leave)
1. An employee shall be entitled to use seven (7) days of accrued sick leave during each school year in cases of personal necessity.
 - a. Personal necessity leave for which advance authorization is not necessary shall include any of the following:
 - (1) An accident or act of God involving the employee's property or the person or property of a member of the employee's immediate family or imminent danger to the home of an employee. Such accident or imminent danger must be serious in nature, involve circumstances the employee cannot disregard, and require the attention of the employee during such employee's assigned hours of service.

- (2) An illness of a member of the employee's immediate family as defined in this agreement, serious in nature, which under the Circumstances the employee cannot disregard, and which requires the attention of the employee during such employee's assigned hours of service.
 - (3) In the foregoing cases the employee shall notify the District as soon as is reasonably possible.
- b. Personal necessity leave requiring advance authorization before being absent from duty shall include the following:
 - (1) Required court appearances in actions in which the District is not involved or as a witness in a court action pursuant to subpoena.
 - (2) Recognized days of observance of an employee's personal faith. Personal necessity leave for such purposes shall be granted only when attendance at such employee's place of work would make impossible observance of that recognized day by the religious worship called for by the employee's faith.
 - (3) Personal business of the employee which is serious in nature includes circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. A request for such leave must be submitted three (3) work days in advance of the requested leave date and shall be limited to no more than three (3) of the total leave days available for personal necessity. No more than five percent (5%) of the employees covered by this Agreement may use personal necessity leave in this manner on the same work day.
 - (4) Leave for purposes of adopting a child or caring for a newborn child.
 - (5) The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section F of this article.
2. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

- a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.
 - b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
 - c. Payment for such absence shall be made only upon completion of a written request by the employee to the District setting forth the reason for the absence and that such absence was due to a situation designated as a personal necessity within the meaning of this Section.
 - d. No personal necessity leave shall be in increments of less than one hour.
 - e. Personal necessity leave shall not be used to compensate any employee whose absence results from participation on a strike, work stoppage, work slow-down or other forms of labor disturbances.
- F. Bereavement Leave - A leave of absence with pay and without deductions from accumulated sick leave, not to exceed three (3) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) days. Two (2) additional days will be granted to an employee if travel of more than three hundred (300) miles one (1) way or out-of-state is required because of the death of any member of the employee's immediate family.

At the discretion of the District, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District. "Immediate family" is defined, for purposes of bereavement leave, to mean those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any person living in the employee's household.

At the discretion of the District, other relatives of the employee or employee's spouse may be considered as immediate family by the District for purposes of bereavement leave.

In order to receive bereavement leave benefits, an employee must notify his or her supervisor prior to the start of the employee's regular work shift unless such notification is not feasible. In such case notification shall be made as soon as is feasible. Upon request, after the return of an employee from bereavement leave,

the District may require necessary proof that the employee met the requirements of eligibility for bereavement leave.

- G. Jury Duty - A classified employee shall be entitled to up to thirty (30) calendar days of paid leave for jury duty when legally summoned to such duty subject to the conditions stated herein. The District may provide additional jury leave days beyond the thirty (30) provided above. A copy of the summons to serve as a juror must be submitted to Human Resources.

In the event a court competent jurisdiction decrees that under state law the District must provide more than thirty (30) calendar days of paid leave, the District shall change its policies to conform to the law. Upon request of any employee summoned to jury duty, the District shall provide a letter to the employee stating the District's policy with respect to the amount of paid leave allowed.

Any fee received by the employee for service as a juror, except for mileage reimbursement, shall be signed over to the District. A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to Human Resources. Upon verification of jury service, the employee shall receive his/her regular salary for the period of absence attributable to that service. On any day the employee is dismissed from jury service with two or more hours remaining in his/her work shift at the District, or if the employee is not required to report for jury service until two or more hours after the start of his/her work shift, the employee shall report to the supervisor for duty in the District. Any exceptions to the foregoing must be approved by the Chancellor.

An employee whose work hours in the District are other than 8:00 a.m. to 4:30 p.m., Monday-Friday shall be temporarily reassigned to those hours for the duration of that employee's jury service.

- H. Military Service Leave - When classified employees are called to temporary military service, they shall be released without loss of salary for the term of temporary duty, not to exceed thirty (30) calendar days in any calendar year.

An official copy of the orders requiring the employee's military service shall be provided to Human Resources in advance of such leave.

- I. Maternity Leave - The District shall provide a leave of absence from duty for the classified employee who is required to be absent from duties because of a disabling condition of a pregnancy, miscarriage, childbirth and recovery there from. Such disabling condition shall be defined in Article XX, B, 8, of this Agreement. Such leave should be charged to accumulated sick leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the approval of the District.

1. A request for this leave shall be submitted to the immediate supervisor when feasible with a statement from a licensed physician. The statement will verify the pregnancy, indicate the expected delivery date, and confirm that the employee is physically able to perform her duties.
 2. It shall be the responsibility of the classified employee to have her physician's statement updated periodically indicating her continued physical ability to perform her duties and anticipated date of departure from her job. Dated reports from the employee's physician should be submitted to Human Resources no less than every thirty calendar days once the pregnancy is reported.
 3. Three (3) calendar weeks prior to the selected date of departure from the job station, the employee shall report to the District in writing whether or not she plans to return to her job station after the delivery of the child.
 4. Within ten (10) days after the birth of a child, the employee shall submit to the District a statement from her physician informing the District of the date the physician believes that the employee's disabling condition will no longer prevent her from fulfilling her assigned duties and the time at which the physician believes the employee will be physically able to return to her assigned duties.
- J. Family Sick Leave
1. A classified employee is entitled to use up to six (6) days of the employee's accrued and available sick leave to attend to the illness of a child, parent, or spouse of the employee in a calendar year.

Article XXI - NON-PAID LEAVES OF ABSENCE

- A. The following provisions apply to non-paid leaves of absence:
1. All leaves described under this article shall be without pay.
 2. Non-paid leaves of absence of five (5) days or fewer may be approved by the Chancellor or designee. All requests for such leaves greater than five (5) days shall be submitted to the Board for its consideration. The granting of any such leaves is solely at the discretion of the Board or the Chancellor, as the case may be. No nonpaid leave of absence shall be granted until an employee's earned vacation entitlement shall have been fully used.
 3. Whenever practicable, a classified employee returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the employee was assigned prior to the approved leave. If it is not practicable to return the employee to the job classification and/or the position location to which the employee was assigned prior to the approved leave, the District will attempt to place the employee into a position as nearly alike as possible to the position the employee occupied prior to the approved non-paid leave of absence.
 4. Employees on approved non-paid leaves of absence who accept other employment without prior District approval, in writing, will be in violation of the conditions of such a leave of absence and will be subject to termination of employment with the District.
 5. In any non-paid leave of absence of five (5) days or fewer, there shall be no elimination of the amount payable by the District toward health and welfare benefits pursuant to Article XXII. For any non-paid leave of absence in excess of five (5) days, such benefits shall be reduced pro rata in accordance with the amount of time on leave in comparison with the employee's paid status days per year. If an employee on a non-paid leave of absence in excess of five (5) days wishes to continue dental insurance, health insurance or life insurance coverage, the employee prior to the last work day of each month of leave, shall pay to the District the pro rata portion of such coverage.
 6. The entire time of unpaid leave of absence in excess of five (5) days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the employee shall retain seniority, but not accrue any additional seniority.

7. Classified employees on approved, unpaid leave for a period greater than fifty percent of a given fiscal year shall not receive credit for an annual salary increment for the year of the leave.
- B. Course Enrollment - A non-paid leave of absence for the enrollment of the classified employee in an accredited institution in a course of study relating to that employee's assignment may be approved by the Board of Trustees.
- C. Military Service - Leaves of absence for military service shall be granted in accordance with the applicable federal and state laws.
- D. Extended Illness or Injury Leave - The Board of Trustees may grant a non-paid leave of absence for health reasons to a permanent employee for illness or injury which extends beyond the expiration of all other paid leaves, including extended illness or accident leave. Such leave requests must be accompanied by a statement from a licensed medical doctor describing the condition of the employee's health and the minimum period of absence from duty recommended by the physician. Return from extended illness or injury leave will be allowed only upon written approval of a licensed medical doctor. Such written approval must be filed with a notice of the employee's intent to return to work no fewer than ten (10) working days prior to the planned date of return. A health leave may not exceed six (6) calendar months. The Board of Trustees, at its discretion, may extend the leave twice for up to an additional six (6) months. Such leaves shall not exceed a total of eighteen (18) months. If leave is not granted, or upon the expiration of approved leave of absence without pay, the Board of Trustees shall place the employee on the thirty-nine (39) month reemployment list.
- E. Child Care Leave - A leave for the purpose of child care (post-maternity) may be approved by the Board upon request of a classified employee. In no case shall a child care leave be approved for a period longer than twelve (12) consecutive months. Child care leave is designed for the post natal care of an infant and may only be approved for that purpose.
- F. Family Medical Leave - The District will supply, upon the request of a classified employee, a personal copy of the posted notice of the Family Medical Leave Act. When time off is taken for conditions qualifying under the Family Medical Leave Act, the District will notify the employee of their benefits and responsibilities under the act.

The District may require certification from the employee's health care provider before allowing a leave for pregnancy or the employee's serious health condition, or certification from the health care provider of the employee's child, parent or spouse who has a serious health condition.

Leave under the Family Medical Leave provisions will run concurrently with paid leaves if they are available.

Article XXII - FRINGE BENEFITS

- A. The District shall provide the following fringe benefits to all classified employees covered by this Agreement.
1. For the period from July 1, 2008, through June 30, 2011:
 - a. Dental insurance coverage for employees and dependents shall be provided by the District. All employees shall participate in the program. Effective July 1, 2000, the benefit limit shall be increased from \$1,500 per calendar year to \$2,000 per calendar year.
 - b. Subject to the subparagraphs below, the sum of not less than one thousand eight hundred sixty-eight dollars and sixty cents (\$1,868.60) shall be provided by the District for the purpose of purchasing health insurance, accident insurance, life insurance, salary continuation insurance, and/or tax sheltered annuity plan(s). In order for an employee to elect not to purchase health insurance coverage from one of the carriers provided by the District, such employee must provide evidence of alternative health insurance coverage before designation of other expenditure from these fringe benefit funds shall be permitted by the District. The employee may, only once each year, elect health insurance from one of the carriers provided by the District. Normally, such election shall be effective October 1 of each year.
 - c. Increases in premiums in dental or health insurance shall be paid by the District, and said payment by the District shall be at the level for each individual employee which reflects the actual increase in such premiums for the employee. However, employees who maintain the same medical insurance coverage as in the previous year and who have tax sheltered annuity contribution and/or other insurances paid from the fund set forth in subparagraph (b) shall pay any increase in medical insurance premiums from those funds. Cost for additional health insurance coverage (additional dependents) shall also be borne by the District, except that money previously available for other optional insurances and tax sheltered annuities shall first be applied to the increased health insurance premium.
 - d. The District shall provide for each employee covered by this Agreement, a \$50,000.00 life insurance policy by a carrier designated by the District. However, employees who have tax sheltered annuities and/or other insurances paid from the fund set forth in subparagraph b shall be required to pay for such life

insurance from those funds. All employees shall participate in this life insurance program.

- e. Tax sheltered annuity contributions from funds provided in subparagraph (b) shall not exceed the amount for any employee invested by that employee in 1980-81.
2. The District and the Association agree to explore the possibility of implementing Safety PERS retirement benefits for College Safety and Police sworn personnel.

Article XXIII - CALCULATION OF FRINGE BENEFITS

- A. Health and welfare benefits, sick leave, annual leave (vacation), and any other fringe benefits will be granted to employees on a pro rata basis, as follows:
1. Twelve (12) month, full-time employees will receive full benefits as authorized in this Agreement.
 2. Eleven (11) month, full-time employees will receive eleven-twelfths (11/12) of the benefits received by a full-time, twelve-month employee.
 3. Ten (10) month, full-time employees will receive ten-twelfths (10/12) of the benefits received by a full-time, twelve-month employee.
 4. Twelve-month, half-time employees will receive one-half (1/2) of benefits received by a full-time, twelve-month employee.
 5. Eleven-month, half-time employees will receive one-half (1/2) of benefits received by a full-time, eleven-month employee.
 6. Ten-month, half-time employees will receive one-half (1/2) of benefits received by a full-time, ten-month employee.
 7. Regular employees will receive pro rata benefits calculated on the basis of total hours in paid status for the year, divided by 2088 (261 days x 8 hours/day), except that hourly employees who work fewer than twenty (20) hours per week shall not receive any pro rata fringe benefits specified in Article XXII.
 8. Employees in short-term, temporary positions will not be eligible for any fringe benefits. For the purposes of this Article, short term, temporary positions shall mean those positions designated by the Board not to continue for more than sixty (60) consecutive working days.
- B. With respect to the health and welfare benefits set forth in Article XXIII, Paragraphs A 1 through 7 of this Article shall be applicable only to employees hired on or after July 1, 1977. Any members hired before such date shall receive for the current year, the same amount as is received by full-time, twelve-month employees with the same insurance coverage and carrier, from which to purchase the health and welfare benefits set forth in Article XXII.

Article XXIV - GRIEVANCE PROCEDURE

- A. The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee covered hereby, or the Association, that an express term of this Agreement has been violated by the District and that because of such violation an employee's rights have been affected. A grievance shall not include any claims or requests to challenge, change, amend or add to existing policy, rules or regulations. (In the event of any conflict between the express terms of this Agreement such policies, rules or regulations, this Agreement shall control.) In cases involving a claim that the terms of Articles V, VI, VII, and VIII-C have been violated, the Association shall have the right to file a grievance on its own behalf at the Chancellor level or other designated level.

The employee shall be afforded the right to have a CSEA representative present during any grievance resolution meeting at any level.

- B. Should a grievance arise, it shall be handled in the following manner:

INFORMAL LEVEL

1. The grievant shall make every effort to meet with his or her supervisor to attempt to resolve the grievance informally. The employee and supervisor must have a reasonable discussion regarding the particular concern giving rise to the grievance. The employee may have an Association representative present in such meetings.

LEVEL I

2. If the grievance remains unresolved, a formal written grievance may be filed. Any written grievance shall be signed by the grievant and shall state the circumstances on which the grievance is based, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) employee, provided the issue is identical for each and all employees affected thereby sign the grievance form where physically able to do so. The Grievance may not be modified once it is submitted in writing to the supervisor as specified in Step 3 below.
3. Such written grievance must be made to the supervisor within fifteen (15) working days after the date of the act or omission giving rise to the problem or within fifteen (15) working days after which the employee should have known of the act or omission giving rise to the problem. The supervisor shall provide a written response within ~~five (5)~~ ten (10) working days of receipt of the written grievance.

LEVEL II

4. If the grievance is not resolved at the supervisory level, the grievant may make a second level appeal to the Chancellor or designee. Such appeal shall be in writing, shall include the original grievance and the reasons for appeal, and must be received by the Chancellor's or designee's office within five (5) working days from the date of the answer of the supervisor.
5. A meeting shall be scheduled by the Chancellor or designee to be held within five (5) working days after receipt of the written appeal. The grievant shall be entitled to representation from the bargaining unit.
6. The Chancellor or designee shall prepare a written response and submit the response to the employee and the bargaining unit representative within ten (10) working days after the conclusion of the meeting(s).

LEVEL III

7. If the grievant is not satisfied with the answer provided by the ~~initial~~ second level review by the Chancellor or designee, a third level written appeal may be filed directly with the Chancellor's or designee's Office within ten (10) working days of the date of the answer from the initial review. The Chancellor's or Designee's Office shall answer the grievance in writing within ten (10) working days after receipt of such appeal.
- C. Any grievance not processed by an employee or the Association in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond in the time limits specified above, the grievant may proceed to the next step. Time limits may be extended upon the mutual written agreement of both parties.
- D. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- E. A reasonable amount of released time will be granted to one (1) Association representative to process a grievance including attendance at an arbitration hearing. The Association agrees that such processing will be performed as quickly as possible, and it is expressly understood that any employee who acts on behalf of the Association to process a grievance is primarily responsible for his/her regular duties. Before any processing may take place during working hours, the Association representative must request permission from his or her supervisor, which permission shall not unreasonably be withheld. It is agreed that any processing time shall be held to a minimum.

- F. Grievance forms and other forms necessary to the operation of the grievance procedure shall be available in the Diversity and Human Resources Office or may be obtained through the Association or online.
- G. After a grievance has been filed by an employee, the Association has the authority to process, abandon, or settle grievances on behalf of all employees subject to the provisions of Section D.

LEVEL IV

H. Arbitration

1. Grievances which are not concluded pursuant to the procedures set forth in Section B, and which the Association desires to appeal, shall be submitted to final and binding arbitration as set forth in this section provided that written notice is given to the District by the Association within ten (10) working days after the answer of the Chancellor's or designee's Office, is received.
2. Upon receipt of the Association appeal, the parties shall endeavor to agree upon an arbitrator unless they mutually agree to first pursue the mediation step set forth in Paragraph (a) below. If no agreement is reached within ten (10) working days, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.
 - a. After receipt of the appeal to arbitration, the Association and the District shall discuss whether to first pursue an intermediate step of mediation. It is recognized that each party's position on mediation is solely a matter of its judgment and discretion. If the parties jointly agree that mediation is advisable, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a total of four (4) hours unless the parties agree to a continuance. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power of authority to render a decision on the issue(s) or impose a settlement on the parties and shall keep all discussions confidential. Any statements made during the mediation process (other than those already documented at Levels, I, II, and III) shall be confidential, shall not be considered precedential in nature, and shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure. If mediation does not satisfactorily resolve the grievance, the District

and the Association shall immediately proceed to select an arbitrator as provided above.

3. The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings, and the party requesting the transcript shall bear the cost, unless the other party wants a copy in which case the cost shall be shared equally. Each party shall bear the expense of the presentation of its own case.
4. The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of the Agreement and shall have no jurisdiction to hear any grievance which is excluded from arbitration by the terms of this Agreement or which is not filed or appealed within the time of this Article. The award of the arbitrator shall be final and binding on matters properly before him or her. The arbitrator shall consider only the evidence presented to him or her by the respective parties in the presence of each other. No award shall be retroactive beyond the beginning of the fifteen (15) day period specified in paragraph B 3 above and the arbitrator shall have no authority to hear and issue a recommendation upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise. The arbitrator shall render his or her decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission.

Article XXV - MISCELLANEOUS

- A. The District may, at its discretion, voluntarily extend privileges, compensation or benefits beyond those provided in this Agreement to its employees. It is understood that the District is not required to grant privileges, compensation or benefits in excess of those specifically set forth in this Agreement.
- B. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.
- C. In the event a provision or provisions, are so declared to be in conflict with such law, rule, or regulation, or the parties agree that there is such conflict, both parties shall, upon request, meet within thirty (30) days of any final determination for the purpose of attempting to renegotiate the provision or provisions so invalidated.
- D. The District will provide classified employees with advanced notice of the District childcare facility enrollment prior to a general notice being disseminated.
- E. Food Service Employees - Food service employees shall be assigned a minimum of four (4) hours per day during each regular school day when spring and fall classes are in session. During the months of December and January, the minimum number of hours shall be two (2). Each food service employee covered by this Agreement shall be entitled to purchase and consume food items during non-working time at a cost of forty percent (40%) of the listed price for the items to be purchased.

Article XXVI - WAIVER OF FURTHER BARGAINING RIGHTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and therefore, each waives the right to further negotiations on any subject or matter, covered or not covered, under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiations on any subject.

Article XXVII - DURATION AND TERMINATION

- A. This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective on the date of its execution and shall remain in effect through June 30, 2011.
- B. For the second and third year of this Agreement, either the Association or the District shall have the right to reopen two articles each and to seek to amend this Agreement excluding Article XXII (Fringe Benefits).

In order to reopen negotiations for the second year of this Agreement, the Association or the District shall serve notice in writing prior to June 1, 2009. Such notice shall also set forth the party's proposal on the additional issues which the party seeks to reopen. For the third year (July 1, 2010 through June 30, 2011), such notice shall be served in writing prior to June 1, 2010, and it shall set forth the party's proposal on the issues which the party seeks to reopen. Negotiations shall take place at reasonable times after such dates. If the parties cannot reach agreement on such reopened matters, the impasse procedures of Government Code Sections 3548-3548.4 shall be utilized.

Article XXVIII – SECOND LANGUAGE STIPEND

- A. Regular classified employees who use a verified second language ability as the prime component (50%) of their assignment upon receiving written approval by their manager or supervisor to verbally translate shall be provided a stipend of twenty-five (\$25.00) per month.
- B. American Sign Language will qualify for the Second Language Stipend.
- C. Employees whose job description requires that they use a second language do not qualify for the second language stipend.
- D. The District shall require testing of second language ability prior to authorization. The District's testing process and selection process shall not be grievable.
- E. Employees shall be selected from among those qualified employees based on skill, departmental seniority order and availability of translator.
- F. The second language stipend will primarily be for verbal translation only of a second language.

Article XXIX – Professional Growth

- I. Definition of the terms of professional growth
 - A. Professional growth is defined as endeavors which are intended to improve skills and job performance.
 - B. Professional growth achievement steps are granted only on verification of completion of the work in writing from the accrediting institution, review by the Professional Growth Committee and the approval of the Board of Trustees.
 - C. To receive credit, an employee is required to submit a request for professional growth at least ten (10) working days prior to the beginning of the class session(s).
- II. Professional Growth related to the employee's specific job or overall college function may be achieved in the following manner:
 - A. Course work and instructional programs.
 - B. Independent study or publication.
 - C. Professional organization participation.
- III. Procedure for planning, recording professional growth activities.
 - A. The classified employee is required to submit to the Professional Growth Committee a written request for preliminary approval of his/her plan.
 - B. The Professional Growth Committee will inform the employee in writing that his/her plan is approved or that changes are necessary.
 - C. Upon completion of the work, the employee will submit appropriate documentation to the Professional Growth Committee, and the administrative member of the committee is responsible for verifying these documents (See Sections IV, V)
 - D. Upon completion of twelve (12) semester units of course work, verified by official transcript from an accredited institution, the employee will submit a written request for a professional achievement step to the Professional Growth Committee.
 - E. The Professional Growth Committee will forward its recommendation for professional achievement step to the Chancellor or designee for Board action.

- F. The professional achievement steps shall be paid monthly, beginning with the next month following Board approval.
- IV. Outline of professional growth through course work and instructional programs.
- A. Definition: course work is defined as those courses for which credit can be certified by regionally accredited colleges or universities, or institutes and other instructional programs.
 - B. Examples:
 - 1. Courses in subject field related to job assignment.
 - 2. Courses from subject fields outside of job assignment areas which contribute to the employee's ability and his/her development within his/her employment responsibilities.
 - 3. Courses taken in preparation for a specific District requirement.
 - 4. Research study programs undertaken at accredited institutions.
 - 5. Institutes and other instructional programs.
 - C. Procedures to follow for earning unit credit for course work:
 - 1. The employee is required to submit to the Professional Growth Committee a written request for credit for preliminary approval of his/her plan.
 - 2. The employee will submit to the Professional Growth Committee a written request for unit credit for course work, accompanied by verification (official transcript) of satisfactory completion of work from an accredited institution. (See Section VII-C)
 - D. Evaluation and credit allocation.
 - 1. Unit credit will be granted on the basis of semester units. The equivalency chart will be used for converting quarter units. (Quarter Units \times $\frac{2}{3}$ = Semester Units)
 - 2. The number of units granted for each course will be those determined by an accredited institution.
 - 3. In the case of institutes and other instructional programs in which unit credit is not given by the sponsor, a maximum of two semester units of credit, non-cumulative, will be granted for each salary adjustment.

4. A maximum of twelve (12) semester units credit earned by course work will be granted for each salary adjustment.
 5. Course work taken during the employee's work day shall not be applicable toward a professional achievement step.
- V. Outline of professional growth through independent study or publication related to the employee's specific job or overall District's function.
- A. Definition: "Independent Study" is defined as a project other than academic course work or instructional programs undertaken by an employee to improve his/her professional competence and effectiveness.

Definition: "Publication" is defined as textbooks, compilations, and articles published as individual works or as studies in scholarly or other appropriate publications.
 - B. Procedures to follow for earning unit credit for independent study:
 1. The employee is required to submit to the Professional Growth Committee a written request for preliminary approval of the plan.
 2. The employee will submit to the Professional Growth Committee a summary report and evidence of the completion of the project, i.e., formal report, paper, lecture, publication, exhibit, accompanied by copies of review and other pertinent information wherever applicable.
 - C. Evaluation and credit allocation:
 1. Each independent study project or publication submitted will be judged individually by an ad hoc committee of the employee's peers, appointed by the chairperson of the Professional Growth Committee and chaired by a member of the Professional Growth Committee.
 2. The number of units granted from each independent study or publication project will be from 1 - 5.
 3. A maximum of five (5) units of credit earned by independent study or publication will be granted for each salary adjustment.
- VI. Outline for Professional Growth through professional organization participation.
- A. Definition: "Professional Organization" is defined as an off-campus organization of peers in which the employee holds an official position, such as President, Vice President, etc. Such participation as an official of the

organization is deemed to improve the employee's professional competence and effectiveness.

B. Procedures to follow for earning unit credit for professional organization participation:

1. The employee is required to submit to the Professional Growth committee a written request for preliminary approval of the professional organization and office which the person is holding.
2. The employee will submit to the Professional Growth committee a letter on the professional organization letterhead or other official document which identifies the employee's official capacity in the professional organization.

C. Evaluation and credit allocation.

1. Each participation as an official in a professional organization will be judged by the Professional Growth Committee as to its applicability to the employee's job function or overall college function.
2. Only one semester unit will be granted per year for professional organization participation.
3. Credit will be granted for only one organization per year.

VII. Criteria:

1. The professional growth program is a voluntary program for classified employees. This program is not to be considered mandatory for employees to receive other District rewards or for advancement on the Classified Salary Schedule.
2. To be eligible for participation in the program, the employee must:
 - a. be a classified employee of the District.
 - b. be employed to work twenty (20) or more hours per week for at least eight (8) consecutive months per year.

B. Professional Growth Step Plan:

1. Professional growth will be determined by the Professional Growth Committee.

2. Twelve (12) semester units will constitute a professional achievement step.
3. Each achievement step shall be \$35.00 per month, paid monthly.
4. Achievement steps, once earned, shall be permanent.
5. Each employee may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth.

Professional Growth Plan Job Skills:

- a. For purposes of definition, courses which qualify for the job skills professional achievement step are courses which directly enhance one's ability to perform their current job.
 - b. Professional growth in the job skills area will be determined by the Professional Growth Committee.
 - c. Twelve (12) semester units will constitute a job skills professional achievement step.
 - d. Each achievement step shall be \$40.00 per month paid monthly.
 - e. All achievement steps once earned shall be permanent.
6. The method of prorating the achievement step for employees working fewer than forty (40) hours per week shall be as follows:

Monthly Achievement Step X Factor = Adjusted Monthly Step

Factors:	35	-	39	Hours/Week	0.875
	30	-	34	Hours/Week	0.750
	25	-	29	Hours/Week	0.625
	20	-	24	Hours/Week	0.500

C. Transcripts

Each academic year classified employees may request two sets of official transcripts from the District's transcript office without cost to the employee.

D. Professional Growth Committee:

1. The Professional Growth Committee shall consist of the following:
 - a. Chancellor or designee

- b. The Association President will appoint up to three (3) representatives
 - c. One (1) representative from the Confidential unit.
2. The responsibilities of the committee shall be:
- a. To review and recommend action on all proposals for professional growth. If an acceptance of the application. The employee may then be granted an interview with the committee.
 - b. To recommend professional achievement steps for employees to the Chancellor or designee.
 - c. To maintain required records on each employee's professional growth plan.
3. All material to be considered by the Professional Growth Committee must be sent to the Chancellor or designee, not later than ten (10) working days prior to the beginning of the semester, quarter, or session during which the requested course work is scheduled to begin.
4. The Chancellor or designee, will call all meetings of the committee following the last working day of the month, whenever material has been submitted for action.

Exhibit A

Agreement between
 Riverside Community College District and
 Riverside Community College District Employees, Chapter #535
 Hourly Salaries, 2009- 2010

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6	11.68	12.28	12.91	13.53	14.20	14.56	14.92	15.29	15.67
7	12.28	12.91	13.53	14.20	14.93	15.30	15.68	16.07	16.47
8	12.91	13.53	14.20	14.93	15.67	16.06	16.46	16.87	17.29
9	13.53	14.20	14.93	15.67	16.45	16.86	17.28	17.71	18.15
10	14.20	14.93	15.67	16.45	17.30	17.73	18.17	18.62	19.09
11	14.93	15.67	16.45	17.30	18.18	18.63	19.10	19.58	20.07
12	15.67	16.45	17.30	18.18	19.06	19.54	20.03	20.53	21.04
13	16.45	17.30	18.18	19.06	20.05	20.55	21.06	21.59	22.13
14	17.30	18.18	19.06	20.05	21.02	21.55	22.09	22.64	23.21
15	18.18	19.06	20.05	21.02	22.04	22.59	23.15	23.73	24.32
16	19.06	20.05	21.02	22.04	23.19	23.77	24.36	24.97	25.59
17	20.05	21.02	22.04	23.19	24.34	24.95	25.57	26.21	26.87
18	21.02	22.04	23.19	24.34	25.56	26.20	26.86	27.53	28.22
19	22.04	23.19	24.34	25.56	26.84	27.51	28.20	28.91	29.63
20	23.19	24.34	25.56	26.84	28.16	28.86	29.58	30.32	31.08
21	24.34	25.56	26.84	28.16	29.64	30.38	31.14	31.92	32.72
22	25.56	26.84	28.16	29.64	31.09	31.87	32.67	33.49	34.33
23	26.84	28.16	29.64	31.09	32.62	33.44	34.28	35.14	36.02
24	28.16	29.64	31.09	32.62	34.30	35.16	36.04	36.94	37.86
25	29.64	31.09	32.62	34.30	35.98	36.88	37.80	38.75	39.72
26	31.09	32.62	34.30	35.98	37.81	38.76	39.73	40.72	41.74
27	32.62	34.30	35.98	37.81	39.66	40.65	41.67	42.71	43.78
28	34.30	35.98	37.81	39.66	41.65	42.69	43.76	44.85	45.97
29	35.98	37.81	39.66	41.65	43.72	44.81	45.93	47.08	48.26
30	37.81	39.66	41.65	43.72	45.94	47.09	48.27	49.48	50.72

1. Eligibility for longevity steps shall be as follows:

- a. Employees who have completed 10 years of service in the District shall be eligible for Step 6.
Such step to be 2 1/2 % above step 5.
- b. Employees who have completed 14 years of service in the District shall be eligible for Step 7.
Such step to be 2 1/2 % above step 6.
- c. Employees who have completed 19 years of service in the District shall be eligible for Step 8.
Such step to be 2 1/2 % above step 7.
- d. Employees who have completed 25 years of service in the District shall be eligible for Step 9.
Such step to be 2 1/2 % above step 8.

Exhibit B

Agreement between
 Riverside Community College District and
 Riverside Community College District Employees, Chapter #535
 Monthly Salaries, 2009- 2010

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6	2,024	2,129	2,237	2,345	2,461	2,523	2,586	2,651	2,717
7	2,129	2,237	2,345	2,461	2,587	2,652	2,718	2,786	2,856
8	2,237	2,345	2,461	2,587	2,716	2,784	2,854	2,925	2,998
9	2,345	2,461	2,587	2,716	2,852	2,923	2,996	3,071	3,148
10	2,461	2,587	2,716	2,852	2,999	3,074	3,151	3,230	3,311
11	2,587	2,716	2,852	2,999	3,151	3,230	3,311	3,394	3,479
12	2,716	2,852	2,999	3,151	3,303	3,386	3,471	3,558	3,647
13	2,852	2,999	3,151	3,303	3,476	3,563	3,652	3,743	3,837
14	2,999	3,151	3,303	3,476	3,644	3,735	3,828	3,924	4,022
15	3,151	3,303	3,476	3,644	3,820	3,916	4,014	4,114	4,217
16	3,303	3,476	3,644	3,820	4,020	4,121	4,224	4,330	4,438
17	3,476	3,644	3,820	4,020	4,219	4,324	4,432	4,543	4,657
18	3,644	3,820	4,020	4,219	4,431	4,542	4,656	4,772	4,891
19	3,820	4,020	4,219	4,431	4,652	4,768	4,887	5,009	5,134
20	4,020	4,219	4,431	4,652	4,881	5,003	5,128	5,256	5,387
21	4,219	4,431	4,652	4,881	5,138	5,266	5,398	5,533	5,671
22	4,431	4,652	4,881	5,138	5,388	5,523	5,661	5,803	5,948
23	4,652	4,881	5,138	5,388	5,654	5,795	5,940	6,089	6,241
24	4,881	5,138	5,388	5,654	5,945	6,094	6,246	6,402	6,562
25	5,138	5,388	5,654	5,945	6,237	6,393	6,553	6,717	6,885
26	5,388	5,654	5,945	6,237	6,553	6,717	6,885	7,057	7,233
27	5,654	5,945	6,237	6,553	6,874	7,046	7,222	7,403	7,588
28	5,945	6,237	6,553	6,874	7,219	7,399	7,584	7,774	7,968
29	6,237	6,553	6,874	7,219	7,578	7,767	7,961	8,160	8,364
30	6,553	6,874	7,219	7,578	7,962	8,161	8,365	8,574	8,788

1. Eligibility for longevity steps shall be as follows:

- a. Employees who have completed 10 years of service in the District shall be eligible for Step 6.
Such step to be 2 1/2 % above step 5.
- b. Employees who have completed 14 years of service in the District shall be eligible for Step 7.
Such step to be 2 1/2 % above step 6.
- c. Employees who have completed 19 years of service in the District shall be eligible for Step 8.
Such step to be 2 1/2 % above step 7.
- d. Employees who have completed 25 years of service in the District shall be eligible for Step 9.
Such step to be 2 1/2 % above step 8.

Exhibit C

Agreement between
 Riverside Community College District and
 Riverside Community College District Employees, Chapter #535
 Annual Salaries, 2009- 2010

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6	24,288	25,548	26,844	28,140	29,532	30,270	31,027	31,803	32,598
7	25,548	26,844	28,140	29,532	31,044	31,820	32,616	33,431	34,267
8	26,844	28,140	29,532	31,044	32,592	33,407	34,242	35,098	35,975
9	28,140	29,532	31,044	32,592	34,224	35,080	35,957	36,856	37,777
10	29,532	31,044	32,592	34,224	35,988	36,888	37,810	38,755	39,724
11	31,044	32,592	34,224	35,988	37,812	38,757	39,726	40,719	41,737
12	32,592	34,224	35,988	37,812	39,636	40,627	41,643	42,684	43,751
13	34,224	35,988	37,812	39,636	41,712	42,755	43,824	44,920	46,043
14	35,988	37,812	39,636	41,712	43,728	44,821	45,942	47,091	48,268
15	37,812	39,636	41,712	43,728	45,840	46,986	48,161	49,365	50,599
16	39,636	41,712	43,728	45,840	48,240	49,446	50,682	51,949	53,248
17	41,712	43,728	45,840	48,240	50,628	51,894	53,191	54,521	55,884
18	43,728	45,840	48,240	50,628	53,172	54,501	55,864	57,261	58,693
19	45,840	48,240	50,628	53,172	55,824	57,220	58,651	60,117	61,620
20	48,240	50,628	53,172	55,824	58,572	60,036	61,537	63,075	64,652
21	50,628	53,172	55,824	58,572	61,656	63,197	64,777	66,396	68,056
22	53,172	55,824	58,572	61,656	64,656	66,272	67,929	69,627	71,368
23	55,824	58,572	61,656	64,656	67,848	69,544	71,283	73,065	74,892
24	58,572	61,656	64,656	67,848	71,340	73,124	74,952	76,826	78,747
25	61,656	64,656	67,848	71,340	74,844	76,715	78,633	80,599	82,614
26	64,656	67,848	71,340	74,844	78,636	80,602	82,617	84,682	86,799
27	67,848	71,340	74,844	78,636	82,488	84,550	86,664	88,831	91,052
28	71,340	74,844	78,636	82,488	86,628	88,794	91,014	93,289	95,621
29	74,844	78,636	82,488	86,628	90,936	93,209	95,539	97,927	100,375
30	78,636	82,488	86,628	90,936	95,544	97,933	100,381	102,891	105,463

1. Eligibility for longevity steps shall be as follows:

- a. Employees who have completed 10 years of service in the District shall be eligible for Step 6.
Such step to be 2 1/2 % above step 5.
- b. Employees who have completed 14 years of service in the District shall be eligible for Step 7.
Such step to be 2 1/2 % above step 6.
- c. Employees who have completed 19 years of service in the District shall be eligible for Step 8.
Such step to be 2 1/2 % above step 7.
- d. Employees who have completed 25 years of service in the District shall be eligible for Step 9.
Such step to be 2 1/2 % above step 8.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ASSIGNMENT OF CLASSES TO SALARY RANGES FOR CLASSIFIED
EMPLOYEES
Effective July 1, 2009

Range 9	\$2,345 - \$3,148
Food Service Worker III	
Range 12.	\$2,716 - \$3,647
Library Clerk I	
Support Services Specialist Aide	
Range 13.	\$2,852 - \$3,837
Clerk Typist	
Custodian	
Food Service Worker IV	
Range 14.	\$2,999 - \$4,022
Accounting Clerk	
Assist. to the Coordinator, International Education Program	
College Receptionist	
Copy Center Operator	
Counseling Clerk I	
Floor Crew	
Groundsperson	
Information Support Operator	
Library Clerk II	
Parking Administrative Clerk	
Police Records Clerk	
Safety & Police Dispatch Clerk	
Secretary I	
Tutorial Services Clerk	
Warehouse Assistant	
Range 15.	\$3,151 - \$4,217
Assistant Cashier/Clerk	
Capital Asset Inventory Technician	
Community Education Clerk	
Cosmetology Clerk	
Cosmetology Receptionist/Cashier	
Counseling Clerk II	
Document Services Technician	
Gymnasium Attendant	
Junior Account Clerk	
Library Technical Assistant I	

Range 15 (cont'd) \$3,151 - \$4,217
Nursing Skills Lab Technician
Secretary II
Senior Custodian
Support Center Technician
Swimming Pool Caretaker

Range 16. \$3,303 - \$4,438
Assistant to the Coordinator, Upward Bound
Athletic Field Caretaker
Auditorium Specialist
Cashier Clerk
Computer Laboratory Assistant
Counseling Clerk III
Document Services Coordinator
Document Services Coordinator (Day)
Facilities Utilization Specialist
Internet Communications Specialist
Library Technical Assistant II
Mailroom Coordinator
Nursing Enrollment Technician
Nursing Simulation Lab Assistant
Occupational Education Assistant
Outreach and Recruitment Services Specialist
Properties & Outreach Specialist
Purchasing Clerk
Reading Paraprofessional
Secretary III
Senior Tool Room Attendant
Sprinkler Repairperson
Student Financial Services Support Specialist
Student Services Technician
Telephone Systems Account Clerk
Theater Box Office Specialist
Theater Scenic Specialist
Veterans Services Technician

Range 17. \$3,476- \$4,657
Business Development Assistant
Culinary Program Specialist
Economic Development Assistant
Instructional Department Specialist
Instructional Support Specialist
Lab Technician I
Revenue/Accounts Receivable Clerk
Secretary/Disabled Student Services
Secretary IV

Range 17 (cont'd) \$3,476- \$4,657
Senior Groundsperson
Senior Interpreter
Student Accounts Specialist
Student Services Specialist
Support Services Specialist

Range 18. \$3,644 - \$4,891
Accounting Services Clerk
Accounts Payable Specialist
Auxiliary Business Services Bookkeeper
Designer/Technical Director
Disabled Student Services Specialist
Educational Advisor
Emancipation Coach
EOPS Specialist
Grounds Equipment Repairperson/Operator
Health Services Specialist
Instructional Media Assistant
International Students & Programs Specialist
Interpreter Specialist
Maintenance Helper
Outreach Specialist
Production Graphic Designer
Production Printer
Production Printing Coordinator
Purchasing Specialist
Safety & Police Dispatch Coordinator
Student Financial Services Outreach Specialist
Student Financial Services Specialist
Student Resource Specialist

Range 19. \$3,820 - \$5,134
Academic Evaluations Specialist
Administrative Assistant
Athletic Equipment Manager
District Campaign Specialist
Foundation Specialist
Library/IMC Operations Coordinator
Matriculation Specialist
Officer, Safety & Police
On-Line Educational Development Specialist
Public Affairs & Marketing Specialist
Student Employment Personnel Specialist
Supplemental Instructional Coordinator

Range 20. \$4,020 - \$5,387
Adaptive Technology Specialist
Cablecast/Satellite Production Specialist
Chemistry Laboratory Coordinator
Facilities & Planning Specialist/Accounting
Facilities & Planning Specialist/Support Services
Help Desk Support Technician
Instructional Media/Broadcast Technician
Instructional Media Technician
Laboratory Technician II
Maintenance Mechanic
Maintenance Mechanic/Locksmith
Matriculation Program Assistant
Production Printing Specialist
Senior Graphics Designer
Senior Instructional Department Specialist
Student Financial Services Analyst

Range 21. \$4,219 - \$5,671
Certified Athletic Trainer
Job Placement Technician
Media Services Repair Technician
Outreach/Middle College High School Coordinator
Outreach/Passport to College Coordinator
Project Manager
Senior Academic Evaluations Specialist
Senior Officer, Safety & Police
Student Support Services Coordinator
Talent Search Coordinator
Television Studio Technician
Tutorial Services Specialist
Upward Bound Coordinator

Range 22. \$4,431 - \$5,948
Applications Support Technician
Budget Analyst
District Placement Services Coordinator
Instructional Support Coordinator
Microcomputer Support Specialist
Microcomputer Support Technician
Multi-Media Operations Specialist
Production Coordinator
Programmer/Developer
Senior Applied Technologist
Technical Assistant

- Range 23. \$4,652 - \$6,241
Educational Technologies Trainer
Institutional Research Specialist
Multi-Media Graphic Artist
Occupational Education Specialist
Piano Accompanist
Procurement Specialist
Student Financial Services Officer
Television Production Studio Specialist
- Range 24. \$4,881 - \$6,562
Community Relations Specialist
Instructional Media Broadcast Coordinator
Library Systems Coordinator
Network Specialist
Network Specialist (Data)
Network Specialist (Telecomm)
- Range 25. \$5,138 - \$6,885
Accounting Technician
College Nurse
Public Affairs Officer
- Range 27. \$5,654 - \$7,588
Analyst Programmer
Web Applications Developer
- Range 28. \$5,945 - \$7,968
Adaptive Technology - Alternative Media
Support Coordinator
Grants Specialist
Grantswriter
Library Network/Multimedia Integration Specialist
User Support Coordinator
- Range 29. \$6,237 - \$8,364
Music Specialist
Systems Administrator

Exhibit E

RIVERSIDE COMMUNITY COLLEGE DISTRICT
and
RIVERSIDE COMMUNITY COLLEGE CLASSIFIED EMPLOYEES
CHAPTER #535, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
MEMORANDUM OF AGREEMENT
Re: Work Release Program

This AGREEMENT is made and entered into this 23rd day of April, 1997, by and between the Riverside Community College District (hereinafter called the "District"), and the Riverside Community College Classified Employees, Chapter #535, CSEA, (hereinafter called the "Association").

WHEREAS the District has an interest in being considered a member in good standing within those communities which it serves; and

WHEREAS the District can assist its communities by providing participants in the County's Work Release Program with the opportunity of fulfilling their obligations through public service; and

WHEREAS the District and the Association previously had established an oral understanding regarding the nature of the work to be performed by Work Release Program participants; and

WHEREAS the District and the Association now wish to establish written guidelines relative to the work assigned to those in the Work Release Program;

NOW, THEREFORE, BE IT RESOLVED THAT THE PARTIES HERETO AGREE AS FOLLOWS WITH RESPECT TO THE WORK ASSIGNED TO WORK RELEASE PROGRAM PARTICIPANTS:

1. Work release participants will not be supervised by bargaining unit employees. However, the District's Work Release Program supervisor may issue work assignments through bargaining unit employees. Issues and concerns of a supervisory nature shall be referred by bargaining unit employees to the District's Work Release Program supervisor.
2. Work release participants will not be allowed to drive District vehicles.
3. Work release participants will not engage in regular bargaining unit work. Allowable tasks include:
 - a. Assisting Facilities staff in cleanup after major events;
 - b. Cleaning streets and parking lots (e.g., sweeping curbs, picking up debris, etcetera);

- c. Washing District vehicles;
 - d. Weeding non-landscaped areas and assisting Grounds staff in planting ground cover to alleviate and eliminate work loads in unlandscaped areas;
 - e. Digging ditches, picking up and loading branches, and raking and picking up piles of debris;
 - f. Cleaning District facilities made available to work release participants (e.g., restrooms, eating areas, etcetera) following work release use; and
 - g. Painting and striping curbs in parking lots.
4. Work release participants will use power equipment only on a limited basis and only to facilitate their efforts in performing the tasks identified above.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-D

Date: August 18, 2009

Subject: Memorandum of Understanding (MOU) between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association

Background: On January 31, 2008, the District engaged Hay Group to complete the classification study, including job evaluation and salary structure development, that was started by a previous consultant in 2005. In June 2009, the Board of Trustees's approved the Management/Supervisory and Classified Confidential Salary Schedules developed from the classification study. The Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association have agreed to a Memorandum of Understanding regarding the implementation of the classification study performed by the Hay Group in 2008/2009. A copy of the MOU is attached for the Board's review and consideration. The bargaining unit's membership has ratified the MOU.

The estimated cost to implement the recommendations of the MOU for 2009/2010 is \$500,000. This amount has been included in the 2009/2010 budget.

Recommended Action: It is recommended that the Board of Trustees ratify the Memorandum of Understanding between the Riverside Community College District and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association regarding the implementation of the classification study and the following schedules:

Classified Salary Schedule (Hourly)

Classified Salary Schedule (Monthly)

Classified Salary Schedule (Annual)

Placement of Classified Positions on the Salary Schedule

Gregory W. Gray
Chancellor

Prepared by: Melissa Kane, Vice Chancellor, Diversity and Human Resources
Arturo Alcaraz, Director, Diversity and Human Resources
Aaron Brown, Associate Vice Chancellor, Finance
Edward Godwin, Director, Administrative Services

Memorandum of Understanding
Between
Riverside Community College District
And
Riverside Community College District Employees,
Chapter 535 of the California School Employees Association

The Riverside Community College District (RCCD) and the Riverside Community College District Employees, Chapter 535 of the California School Employees Association (Association) hereby agree to the following as it relates to the implementation of the classification study performed by the Hay Group in 2008/2009:

A. PURPOSE

1. Support and create a consistent and contemporary classification structure.
2. Standardize the District's classification plan to assure uniformity in the manner in which positions are allocated, defined and placed in the District's organizational structure.
3. Create a salary structure that is competitive with the market (external equity) and that aligns positions internally (internal equity).

B. JOB DESCRIPTION ADOPTION

1. RCCD and the Association adopt the job descriptions for the job classifications listed in Article I of the CSEA contract and used by the District in the Hay Group classification study and the Hay Group method of job evaluation.

C. PAY PLAN DESIGN

1. Effective September 1, 2009 the new classified salary schedule under the Classification Study will replace the current classified salary schedule as listed in Exhibit C of the 2008-2011 contract between the District and the Association.
2. The new classified salary schedule is attached as Exhibit #1 and is subject to the adjustments as listed in Article XIV, Section L of 2008-2011 contract between RCCD and the Association.

D. SALARY IMPACTS

1. All employees in positions that were assessed higher in salary under the Hay method than their current position will be moved to the grade and step on the new Hay salary schedule that is closest to their current rate of pay and that results in a salary increase.
2. Employees will retain their longevity pay differential. Positions will be placed on the grade and step on the new salary schedule that is closest to their current rate of pay, including longevity, and that results in a salary increase. If the placement is below salary step 5, they will move on the salary schedule annually, until step 5 is reached. In the year subsequent to reaching step 5, they will move to the longevity step LS1, LS2, LS3 or LS4) that appropriately reflects their years of service in a permanent position with the District.
 - a. Longevity Steps 1, 2, 3, and 4
Eligibility for longevity steps shall be as follows:
 - (1) LS1: Employees who have completed 10 years of service in the District shall be eligible for Longevity Step 1. Such step to be 2-1/2% above Step 5.
 - (2) LS2: Employees who have completed 14 years of service in the District shall be eligible for Longevity Step 2, as computed in (1) above.
 - (3) LS3: Employees who have completed 19 years of service in the District shall be eligible for Longevity Step 3, as computed in (1) above.
 - (4) LS4: Employees who have completed 25 years of service in the District shall advance to Longevity Step 4, computed at 2-1/2% beyond Longevity Step 3.

If an employee is currently receiving longevity pay and their existing salary exceeds the salary reflected on step 5 of the new Hay salary schedule, they will be placed on the same longevity step as their current longevity step reflecting their years of service in a permanent position within the District.

3. If an employee's current salary exceeds the salary identified for the appropriate grade and step on the new salary schedule their salary will be Y-rated. A Y-rated employee's salary will be fixed on the current salary schedule as shown in Exhibit C, and as adjusted in accordance with Sections L.1. and L.2. of Article XIV, of the 2008-2011 contract between the District and the Association, until such time as the appropriate grade and step on the new salary schedule reaches the employees current rate of pay. Y-rated employees will not receive COLA and other adjustments subsequent to August 31, 2009 that may be provided by the District to non Y-rated employees until such time as the appropriate grade and step on the new salary schedule reaches the employees current rate of pay.
4. ANNIVERSARY DATES – Anniversary dates will not change and will continue during this transition.

E. COMMUNICATION PLAN

1. In order to educate the classified staff about the Classification Study, the District, in partnership with the Association, will hold informational workshops prior to ratification of this MOU
2. After the parties ratify this MOU, in consultation with the Association, the District will prepare notification letters to all classified employees advising them of their job title, new salary grade and step placement and effective dates for implementation of the new salary structure. A copy of their new job description will be attached to their letters.
3. Diversity and Human Resources will develop a frequently asked questions document and will place it on the RCCD website or intranet page to address questions anticipated or received from employees regarding the Classification Study and its' implementation . This document shall be updated as necessary.

F. REVIEW OPPORTUNITY

1. Should an employee disagree with the content of their job description and resulting placement of their position on the new salary schedule as determined by the Classification Study they may file a request for a review. Employees must clearly state the content that was overlooked.
2. Forms for the review process will be available at DHR as well as on the RCCD website.
3. Employees will have 20 working days from receipt of the notification letter from the DHR to submit a request for review.

4. Requests for review will be referred to the Classification Study Review Committee.
 5. Prior to the implementation date the District will design a review process in consultation with the Association.
 6. Requests for review will be referred to a Classification Study Review Committee consisting of four persons, two (2) nominated by the Association, one (1) nominated by RCCD and one (1) member of the Diversity and Human Resources (DHR) staff.
 7. The District will contract with the Hay Group to conduct the review of requests that the Classification Study Review Committee cannot agree upon. The District will provide the Association with the list of positions submitted to Hay for review. The Hay results will be shared with the Association for review prior to implementation.
 8. Should requests for a review result in a recommendation for a change in placement; the change will be retroactive to the effective date of implementation of the classification study.
 9. While the decision of the Classification Study Review Committee shall not be grievable, the review process will be grievable.
- G. CSEA Contract, 2008-2011

Upon approval by RCCD and the Association this MOU will become Exhibit F to the contract between RCCD and the Riverside Community College District Employees, Chapter #535, California School Employees Association. In the event of a difference in language between the Contract and this MOU, the Contract wording will take precedence over the wording of the MOU.

Memorandum of Understanding
 between
 Riverside Community College District
 and
 Riverside Community College District Employees,
 Chapter 535 of the California School Employees Association

Riverside Community College District
 Classified Salary Structure (Hourly)
 As of September 1, 2009

Grade	Step 1	Step 2	Step 3	Step 4	Market	Longevity			
					Step 5	LS-1	LS-2	LS-3	LS-4
A	14.43	15.16	15.93	16.73	17.57	18.01	18.46	18.92	19.40
B	14.94	15.70	16.49	17.32	18.19	18.65	19.11	19.59	20.08
C	15.45	16.23	17.05	17.91	18.81	19.28	19.77	20.26	20.77
D	16.07	16.88	17.73	18.63	19.56	20.05	20.56	21.07	21.59
E	16.89	17.74	18.63	19.58	20.56	21.08	21.61	22.14	22.70
F	17.67	18.56	19.49	20.48	21.51	22.05	22.60	23.16	23.74
G	18.51	19.45	20.43	21.46	22.54	23.11	23.68	24.28	24.88
H	19.50	20.48	21.51	22.60	23.74	24.33	24.94	25.56	26.20
I	20.39	21.42	22.50	23.64	24.83	25.45	26.08	26.74	27.40
J	21.29	22.37	23.49	24.68	25.92	26.57	27.24	27.92	28.62
K	22.28	23.40	24.58	25.82	27.12	27.80	28.49	29.21	29.94
L	23.61	24.80	26.05	27.36	28.74	29.46	30.20	30.95	31.73
M	24.55	25.79	27.09	28.45	29.89	30.64	31.40	32.19	32.99
N	25.66	26.95	28.31	29.74	31.24	32.02	32.82	33.64	34.48
O	26.74	28.09	29.50	30.99	32.55	33.36	34.19	35.05	35.93
P	28.02	29.43	30.91	32.48	34.11	34.96	35.84	36.73	37.65
Q	29.45	30.93	32.49	34.13	35.85	36.74	37.67	38.61	39.57
R	31.01	32.57	34.21	35.94	37.75	38.69	39.66	40.65	41.67
S	32.65	34.30	36.03	37.84	39.75	40.74	41.76	42.81	43.88
T	34.54	36.28	38.11	40.03	42.05	43.10	44.18	45.29	46.42
U	36.34	38.17	40.10	42.12	44.24	45.35	46.48	47.64	48.83
V	38.26	40.20	42.22	44.35	46.59	47.75	48.94	50.16	51.42

Longevity Step 1 - 10 years of Service
 Longevity Step 2 - 14 years of Service
 Longevity Step 3 - 19 years of Service
 Longevity Step 4 - 25 years of Service

Memorandum of Understanding
 between
 Riverside Community College District
 and
 Riverside Community College District Employees,
 Chapter 535 of the California School Employees Association

Riverside Community College District
 Classified Salary Structure (Monthly)
 As of September 1, 2009

Grade	Step 1	Step 2	Step 3	Step 4	Market	Longevity			
					Step 5	LS-1	LS-2	LS-3	LS-4
A	2,502	2,628	2,761	2,900	3,046	3,122	3,200	3,280	3,362
B	2,590	2,721	2,858	3,002	3,153	3,232	3,313	3,396	3,481
C	2,678	2,814	2,955	3,104	3,261	3,342	3,426	3,512	3,600
D	2,786	2,926	3,074	3,229	3,391	3,476	3,563	3,652	3,743
E	2,928	3,075	3,230	3,393	3,564	3,653	3,745	3,838	3,934
F	3,062	3,217	3,379	3,549	3,728	3,822	3,917	4,015	4,115
G	3,209	3,371	3,541	3,720	3,907	4,005	4,105	4,208	4,313
H	3,380	3,550	3,729	3,917	4,114	4,217	4,323	4,431	4,541
I	3,535	3,713	3,900	4,097	4,304	4,411	4,521	4,634	4,750
J	3,690	3,877	4,072	4,277	4,493	4,605	4,721	4,839	4,960
K	3,861	4,056	4,261	4,475	4,701	4,819	4,939	5,063	5,189
L	4,092	4,298	4,515	4,743	4,982	5,106	5,234	5,365	5,499
M	4,256	4,470	4,696	4,932	5,181	5,311	5,443	5,579	5,719
N	4,447	4,671	4,907	5,154	5,414	5,550	5,688	5,830	5,976
O	4,634	4,868	5,113	5,371	5,642	5,783	5,927	6,075	6,227
P	4,856	5,101	5,358	5,629	5,912	6,060	6,212	6,367	6,526
Q	5,104	5,361	5,632	5,916	6,214	6,369	6,529	6,692	6,859
R	5,375	5,646	5,930	6,229	6,543	6,707	6,875	7,046	7,223
S	5,659	5,945	6,245	6,559	6,890	7,062	7,239	7,420	7,605
T	5,987	6,289	6,606	6,939	7,289	7,471	7,658	7,850	8,046
U	6,299	6,616	6,950	7,300	7,668	7,860	8,056	8,258	8,464
V	6,632	6,967	7,318	7,687	8,075	8,276	8,483	8,695	8,913

Longevity Step 1 - 10 years of Service
 Longevity Step 2 - 14 years of Service
 Longevity Step 3 - 19 years of Service
 Longevity Step 4 - 25 years of Service

Memorandum of Understanding
 between
 Riverside Community College District
 and
 Riverside Community College District Employees,
 Chapter 535 of the California School Employees Association

Riverside Community College District
 Classified Salary Structure (Annual)
 As of September 1, 2009

Grade	Step 1	Step 2	Step 3	Step 4	Market	Longevity			
					Step 5	LS-1	LS-2	LS-3	LS-4
A	30,024	31,536	33,132	34,800	36,552	37,464	38,400	39,360	40,344
B	31,080	32,652	34,296	36,024	37,836	38,784	39,756	40,752	41,772
C	32,136	33,768	35,460	37,248	39,132	40,104	41,112	42,144	43,200
D	33,432	35,112	36,888	38,748	40,692	41,712	42,756	43,824	44,916
E	35,136	36,900	38,760	40,716	42,768	43,836	44,940	46,056	47,208
F	36,744	38,604	40,548	42,588	44,736	45,864	47,004	48,180	49,380
G	38,508	40,452	42,492	44,640	46,884	48,060	49,260	50,496	51,756
H	40,560	42,600	44,748	47,004	49,368	50,604	51,876	53,172	54,492
I	42,420	44,556	46,800	49,164	51,648	52,932	54,252	55,608	57,000
J	44,280	46,524	48,864	51,324	53,916	55,260	56,652	58,068	59,520
K	46,332	48,672	51,132	53,700	56,412	57,828	59,268	60,756	62,268
L	49,104	51,576	54,180	56,916	59,784	61,272	62,808	64,380	65,988
M	51,072	53,640	56,352	59,184	62,172	63,732	65,316	66,948	68,628
N	53,364	56,052	58,884	61,848	64,968	66,600	68,256	69,960	71,712
O	55,608	58,416	61,356	64,452	67,704	69,396	71,124	72,900	74,724
P	58,272	61,212	64,296	67,548	70,944	72,720	74,544	76,404	78,312
Q	61,248	64,332	67,584	70,992	74,568	76,428	78,348	80,304	82,308
R	64,500	67,752	71,160	74,748	78,516	80,484	82,500	84,552	86,676
S	67,908	71,340	74,940	78,708	82,680	84,744	86,868	89,040	91,260
T	71,844	75,468	79,272	83,268	87,468	89,652	91,896	94,200	96,552
U	75,588	79,392	83,400	87,600	92,016	94,320	96,672	99,096	101,568
V	79,584	83,604	87,816	92,244	96,900	99,312	101,796	104,340	106,956

Longevity Step 1 - 10 years of Service
 Longevity Step 2 - 14 years of Service
 Longevity Step 3 - 19 years of Service
 Longevity Step 4 - 25 years of Service

Memorandum of Understanding
 between
 Riverside Community College District
 and
 Riverside Community College District Employees,
 Chapter 535 of the California School Employees Association

Riverside Community College District
 Placement of Classified Positions on Salary Schedule
 As of September 1, 2009

Job Description Title - Hay Study	Grade
College Receptionist	C
Custodian	C
Food Service I	C
Gymnasium Attendant	C
Information Support/Operator	C
Warehouse Assistant	D
Accounting Clerk	E
Administrative Assistant I	E
Assistant Cashier/Clerk	E
Capital Asset Inventory Technician	E
Clerk Typist	E
Copy Center Operator	E
Cosmetology Clerk	E
Counseling Clerk I	E
Floor Crew	E
Groundsperson	E
Library Clerk I	E
Parking Administrative Clerk	E
Purchasing Clerk	E
Senior Custodian	E
Support Services Specialist Aid	E
Swimming Pool Caretaker	E
Theater Box Office Assistant	E
Athletic Field Caretaker	F
Food Service III	F
Mailroom Coordinator	F
Maintenance Helper	F
Senior Groundsperson	F
Accounts Payable Clerk	G
Administrative Assistant II	G
Athletic Equipment Manager	G
Cashier/Clerk	G
Cellular Account Clerk	G
College Safety & Police Dispatch	G
Community Education Clerk	G
Computer Laboratory Assistant	G
Cosmetology Receptionist/Cashier	G
Counseling Clerk II	G
Document Services Technician	G
Library Clerk II	G
Police Records Clerk	G

Riverside Community College District
 Placement of Classified Positions on Salary Schedule
 As of September 1, 2009

Revenue/Accounts Receivable Clerk	G
Senior Tool Room Attendant	G
Student Financial Services Support Specialist	G
Support Center Technician	G
Telephone Systems Account Clerk	G
Theater Box Office Specialist	G
Tutorial Services Clerk	G
Maintenance Mechanic - Locksmith	H
Maintenance Mechanic - Painter	H
Nursing Skills Laboratory Technician	H
Production Printer	H
Sprinkler Repair Person	H
Accounts Payable Specialist	I
Administrative Assistant III	I
Assist. to the Coordinator, Int'l Ed Program	I
Auditorium Specialist	I
Business Development Assistant	I
Counseling Clerk III	I
Facilities Utilization Specialist	I
Food Service IV	I
Help Desk Support Technician	I
Library Technical Assistant I	I
Nursing Enrollment Technician	I
Outreach and Recruitment Services Specialist	I
Safety & Police Dispatch Coordinator	I
Student Accounts Specialist	I
Student Financial Services Outreach Specialist	I
Student Financial Services Specialist	I
Student Services Specialist	I
Grounds Equipment Repairperson/Operator	J
Library Technical Assistant II	J
Maintenance Mechanic - Carpenter	J
Maintenance Mechanic - Plumber	J
Nursing Simulation Laboratory Assistant	J
Student Services Technician	J
Academic Evaluations Specialist	K
Accounting Services Clerk	K
Administrative Assistant IV	K
Assistant to Coordinator, Upward Bound	K
Culinary Program Specialist	K
District Campaign Specialist	K
Document Services Coordinator	K
Document Services Coordinator (Evening)	K
Economic Development Assistant	K
EOPS Specialist	K
Facilities Planning Specialist/Accounting	K
Facilities Planning Specialist/Support Services	K
Foundation Specialist	K
Health Services Specialist	K
Instructional Department Specialist	K
Instructional Media Assistant	K
Instructional Support Specialist	K

Riverside Community College District
 Placement of Classified Positions on Salary Schedule
 As of September 1, 2009

Internet Communications Specialist	K
Job Placement Technician	K
Laboratory Technician I	K
Occupational Education Assistant	K
On-line Educational Development Specialist	K
Outreach Specialist	K
Production Graphic Designer	K
Production Printing Coordinator	K
Production Printing Specialist	K
Properties Outreach Specialist	K
Purchasing Specialist	K
Reading Paraprofessional	K
Senior Interpreter	K
Student Employment Personnel Specialist	K
Support Services Specialist	K
Television Studio Technician	K
Adaptive Technology Specialist	L
Interpreter Specialist	L
Maintenance Mechanic	L
Maintenance Mechanic - Electrician	L
Maintenance Mechanic - Equipment Repair	L
Maintenance Mechanic - HVAC	L
Maintenance Mechanic - Specialty Electronics	L
Student Financial Services Analyst	L
Student Resource Specialist	L
Television Production Studio Specialist	L
Veterans Services Technician	L
Accounting Technician	M
Auxiliary Business Services Bookkeeper	M
Disabled Student Services Specialist	M
Educational Advisor	M
Educational Technologies Trainer	M
Instructional Media Technician	M
Instructional Media/Broadcast Technician	M
Instructional Support Coordinator	M
International Students & Program Specialist	M
Matriculation Specialist	M
Media Services Repair Technician	M
Multi-Media Graphic Artist	M
Music Specialist	M
Outreach/Middle College High School Coordinator	M
Piano Accompanist	M
Senior Academic Evaluations Specialist	M
Senior Applied Technologist	M
Supplemental Instructional Coordinator	M
Theater Scenic Specialist	M
Adaptive Technology-Alternative Media Support Coord	N
Applications Support Technician	N (M)
Budget Analyst	N
Certified Athletic Trainer	N
Emancipation Coach	N
Library Systems Coordinator	N

Riverside Community College District
 Placement of Classified Positions on Salary Schedule
 As of September 1, 2009

Microcomputer Support Specialist	N (M)
Microcomputer Support Technician	N (K)
Officer, Safety & Police	N
Public Affairs and Marketing Specialist	N
Student Financial Services Officer	N
Cablecast/Satellite Specialist	O
Chemistry Laboratory Coordinator	O
College Nurse	O
Institutional Research Specialist	O
Laboratory Technician II	O
Library/IMC Operations Coordinator	O
Matriculation Program Assistant	O
Multi-Media Operations Specialist	O
Outreach/Passport to College Coordinator	O
Procurement Specialist	O
Production Coordinator	O
Senior Graphics Designer	O
Student Support Services Coordinator	O
Tutorial Services Specialist	O
Upward Bound Coordinator	O
Community Relations Specialist	P
Grants Specialist	P
Grants Writer	P
Library Network/Multimedia Integration Specialist	P
Network Specialist	P
Network Specialist (Data)	P
Network Specialist (Telecommunications)	P
Occupational Education Specialist	P
Programmer Developer	P
Senior Officer, Safety & Police	P
Designer Technical Director	Q
Instructional Media/Broadcast Coordinator	Q
Web Applications Developer	Q (P)
Assessment Testing Coordinator	R
Project Manager	R
Public Affairs Officer	R
User Support Coordinator	R
Analyst/Programmer	S (P)
Systems Administrator	T

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: II-E

Date: August 18, 2009

Subject: Revision to Board Committee Meeting Schedule

Background: The Board of Trustees annually, in December at the Organizational Meeting, considers the selection of meeting day, time and place for the year's worth of board and committee meetings. This was done on December 9, 2008 for the 2009 calendar year. The Board Committee Meetings were set forth to be scheduled the second Tuesday of the month, beginning at 6:00 p.m.; and regular Board Meetings are scheduled for the third Tuesday of the month, beginning at 6:00 p.m.

As Chancellor, to allow time to meet with trustees on agenda items and matters, I propose for the Board's consideration, that the Board hold the Committee Meetings one week earlier, on the first Tuesday of the month, for the remainder of calendar year 2009, beginning in the month of September.

Recommendation: It is recommended that the Board of Trustees revise the Board Committee Meeting schedule for the remainder of 2009, commencing with the September Committee Meeting, to include Committee Meetings to be held on the first Tuesday of the month, beginning at 6:00 p.m.

Gregory W. Gray
Chancellor

Prepared by: Chris Carlson
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

CALENDAR OF BOARD OF TRUSTEES MEETINGS
September – December, 2009

<u>Date</u>	<u>Type of Meeting</u>	<u>Campus/Location</u>
September 1, 2009	Board Committee Meetings(s)	Student Services Lobby Norco Campus
September 15, 2009	Regular Board Meeting	Student Services Lobby Norco Campus
October 6, 2009	Board Committee Meeting(s)	Board Room AD122 Riverside City College
October 20, 2009	Regular Board Meeting	Board Room AD122 Riverside City College
November 3, 2009	Board Committee Meeting(s)	Student Services 101 Moreno Valley Campus
November 17, 2009	Regular Board Meeting	Student Services 101 Moreno Valley Campus
December 1, 2009	Board Committee Meeting(s)	Student Services Lobby Norco Campus
December 15, 2009	Regular Board Meeting	Student Services Lobby Norco Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: August 18, 2009

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management
(None)

b. Contract Faculty

<u>Name</u>	<u>Discipline</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
ASSISTANT PROFESSOR			
Winston Chi	Economics	08/25/09	G-2

c. Long-Term, Temporary Faculty
(None)

2. Notices of Employment – Categorically-Funded Faculty, Academic Year 2009-10

It is recommended the Board of Trustees approve the notices of employment for the academic year 2009-10 for the faculty specified below:

Name
Aycock, Gregory R. (50%)

Subject: Academic Personnel

3. Salary Placement Adjustment

At their meetings of May 19, 2009 and June 16, 2009, the Board of Trustees approved the appointment of the following faculty members. The employees have provided appropriate verification of experience and/or coursework completed that will affect their salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty members listed below, effective during the 2009-10 academic year.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Nicole Capps	C-3	C-6
Nicholas Franco	C-3	C-6
Shannon Hammock	G-5	G-6
Tonya Huff	H-2	H-4
John Johnston	C-6	D-6
William Kim	B-1	D-1
Stephen Park	C-6	G-6
Kari Richard-Dinger	G-2	G-4
Stanley Tyler	H-2	H-6

4. Rescind Appointment

At their meeting June 16, 2009, the Board of Trustees approved the appointment of the following faculty member who has since withdrawn his acceptance of the position.

It is recommended the Board of Trustees approve the rescind appointment for the individual below:

<u>Name</u>	<u>Position</u>	<u>Campus</u>
Justin Elardo	Assistant Professor, Economics	Moreno Valley

5. Rescind Extra-curricular Assignment

At their meeting June 16, 2009, the Board of Trustees approved the Extra-Curricular Assignment of Director, Automotive Programs (Toyota T-Ten) for David Slocum. This program is on hold indefinitely beginning the fall 2009.

It is recommended the Board of Trustees rescind the Extra-Curricular Assignment of Director, Automotive Programs (Toyota T-Ten) for David Slocum.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: August 18, 2009

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Michael Stephens	Capital Program Administrator	08/19/09	15.5	Appointment

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY CAMPUS				
Julio Cuz	Communications and Web Development Manager (STEM)	07/09/09	15.5	Promotion
George Zottos	Outcomes Assessment Specialist	08/19/09	12.8	Appointment

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
MORENO VALLEY CAMPUS				
Sandra Tapia	Clerk Typist (PSET/BCTC)	08/19/09	13-1	Appointment
NORCO CAMPUS				
Vasile Grecu	Maintenance Mechanic	08/19/09	20-4	Promotion
James McMahon	Athletic Field Caretaker	08/03/09	16-1	Appointment
RIVERSIDE CITY COLLEGE				
*Marc Carbajal	Maintenance Mechanic (Plumber/Boiler Repair)	08/31/09	20-1	Appointment
Denise Terrazas	Administrative Assistant	08/03/09	19-2	Promotion

Report No.: V-A-1-b

Date: August 18, 2009

Subject: Classified Personnel

1. Appointments – Continued

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
*Dinah Minkler	Adaptive Technology Specialist	08/19/09	20-7	Promoted

e. Short Term

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

f. Temporary as Needed Student Workers

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

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

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

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective</u>
Gloria Aguilar	Secretary IV	CFRA/FMLA	August 3, 2009
Francisco Castro	Capital Asset Inventory Technician	CFRA/FMLA	June 18, 2009
Stefanie Hernandez	Counseling Clerk I	CFRA/FMLA	July 20, 2009
Alicia Montemayor	Student Services Technician	CFRA/FMLA	July 29, 2009
Vanessa Silversmith	Foundation Specialist	CFRA/FMLA	July 23, 2009
Stefanie Stackhouse	Instructional Department Specialist	FMLA	June 8, 2009
Samuel Weston	Officer, Safety and Police	CFRA/FMLA	July 29, 2009

3. Request to Rescind Appointment

At its meeting of June 16, 2009, the Board of Trustees approved the appointment of Tom Hale, Outreach/Middle College High School Coordinator (Part-time, 50%); effective June 17, 2009. After some consideration, Mr. Hale declined the District's offer of employment. It is recommended the Board of Trustees rescind the appointment of Mr. Hale, retroactive to June 16, 2009.

Report No.: V-A-1-b

Date: August 18, 2009

Subject: Classified Personnel

4. Request to Go Back to Regular Full-time Workload

At its meeting of August 21, 2007, the Board of Trustees approved the temporary change in assignment for Ms. Patricia Carpenter, Senior Interpreter, from 12 months to 11 months to be effective on July 1, 2007 and until further notice. Ms. Carpenter is requesting that she go back to her regular full-time assignment of 12 months, retroactive to July 1, 2009. This request has the approval of the Dean, DSP&S.

5. Request for Permanent Decrease in Workload for Categorically-Funded Position

The President of Norco Campus has requested a permanent decrease in workload for a categorically-funded position of Secretary III – CACT, currently held by Lauren Clark. This request has the approval of the: employee, Director of CACT, and Dean, Technology and Economic Development. It is recommended the Board of Trustees approve/ratify this request to be retroactive to June 19, 2009.

6. Request to Adjust Effective Date of Non-Continuance of Probationary Employee

At its meeting of June 16, 2009, the Board of Trustees approved the non-continuance of a probationary employee, Melissa Gibson, effective June 12, 2009. It is recommended the Board of Trustees adjust the effective to reflect June 30, 2009.

7. Non-Continuance of Categorical Funds

Board Policy 7350 Authorizes the President, or designee, to determine college staffing, subject to final approval by the Board of Trustees. The positions are no longer needed due to non-continuance of categorical funds. It is recommended the Board of Trustees approve the reduction in classified bargaining unit staffing by one through the elimination of the positions listed below:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Meriel Anderson-McDade	Secretary I	09/30/09
Briana Boykin	Educational Advisor	09/30/09
Olayide Coston	Outreach & Recruitment Services Specialist	09/30/09
Brenda Forsse	Student Resource Specialist	09/30/09
Botra Moeung	Educational Advisor (STEM)	09/30/09

Report No.: V-A-1-b

Date: August 18, 2009

Subject: Classified Personnel

8. Separations

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

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

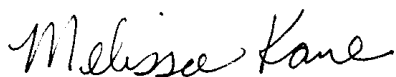
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Joe Fuentes	Athletic Field Caretaker	08/14/09	Resignation
Elizabeth Gomez	Budget Manager	08/14/09	Resignation
Alice Gray	Instructional Support Coordinator	10/02/09	Retirement
Ernesto Nery	Student Financial Service Analyst	07/30/09	Resignation
Krystle Ruiz	Support Services Specialist Aide	08/06/09	Resignation
Trisha Wilging	Supplement Instruction Coordinator	08/21/09	Resignation

Report No.: V-A-1-b

Date August 18, 2009

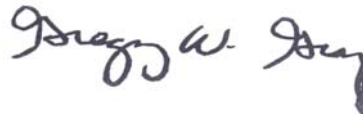
Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



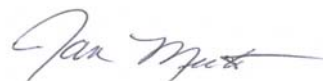
Gregory W. Gray
Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:



Jan Muto
President, Riverside City College



Ray Maghroori
Vice Chancellor, Academic Affairs

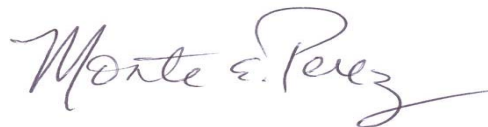


Brenda Davis
President, Norco Campus

James Buysse
Vice Chancellor, Administration and Finance
and Finance



Monte Perez
President, Moreno Valley Campus



Linda Lacy
Vice Chancellor, Student Services/Operations

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR NON-CLASSIFIED SUBSTITUTES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Anderson, Bernadina	Clerical, Substitute	7/1/2009-09/05/09	19-1
Cuevas, Sofia	Clerical, Substitute	05/18/09-06/30/09	15-1
Cuevas, Sofia	Clerical, Substitute	07/01/09-06/30/10	16-1
Franco, Lorena	Clerical, Substitute	07/01/09-06/30/10	15-1
Kohls, Renee	Clerical, Substitute	07/01/09-07/10/09	15-1
Moon-Stone, Rebecca	Clerical, Substitute	08/21/09-06/30/10	19-1
Xayaphanthong, Soutsakhone	Clerical, Substitute	07/01/09-09/30/09	16-1
Alvarez, Steve	Grounds, Substitute	07/01/09-06/30/10	14-1
Brown, Jerry	Grounds, Substitute	07/13/09-06/30/10	14-1
Curiel, Roberto	Grounds, Substitute	07/01/09-06/30/10	14-1
Frias-Ponce, Jose	Grounds, Substitute	07/01/09-06/30/10	14-1
Macias, Jose	Grounds, Substitute	07/01/09-06/30/10	14-1
Martinez, Steven	Grounds, Substitute	07/01/09-06/30/10	14-1
Parrish, Patrick	Grounds, Substitute	07/01/09-06/30/10	14-1
Garibay, Angel	Custodial, Substitute	07/01/09-06/30/10	13-1
Guevara, Reiner	Custodial, Substitute	07/01/09-06/30/10	13-1
Harris, Verna	Custodial, Substitute	07/01/09-06/30/10	13-1
Hill, Steven	Custodial, Substitute	07/01/09-06/30/10	13-1
Munoz, Irma	Custodial, Substitute	07/01/09-06/30/10	13-1
Martinez, Edmund	Custodial, Substitute	07/01/09-06/30/10	13-1
Maxim, Jeffeth	Custodial, Substitute	07/01/09-06/30/10	13-1
Najar, Juan	Custodial, Substitute	07/01/09-06/30/10	13-1
Plata, Guillermina	Custodial, Substitute	07/01/09-06/30/10	13-1
Ramirez, Maria	Custodial, Substitute	07/01/09-06/30/10	13-1
Valdez, Marcos	Custodial, Substitute	07/01/09-06/30/10	13-1
Wardlow, Adrian	Custodial, Substitute	07/01/09-06/30/10	13-1
Zarate, Ruben	Custodial, Substitute	07/01/09-06/30/10	13-1
Denos, Andrew	Sr. Tool Room Attendant	07/01/09-06/30/10	16-1
Delfin, Mark	Warehouse, Substitute	07/01/09-06/30/10	14-1
Sanchez, Diego	Warehouse, Substitute	07/01/09-06/30/10	14-1

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Bow, Holly	Academy Coordinator	07/01/09-06/30/10	\$25.00/hour
Soltz, Stephen	Academy Coordinator	07/01/09-06/30/10	\$25.00/hour
Ybarra, Thomas	Academy Coordinator	07/01/09-06/30/10	\$25.00/hour
Cool, Joshua	Accompanist III	07/01/09-06/30/10	\$15.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Doran-Sheeran, Patrick	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Harman, Gabriel	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Henderson, Jerome	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Monks, Trevor	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Mullikin, Daniel	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Nabors, Greg	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Rader, Marilyn	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Rafael, Arthur	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Turk, Wendi	Accompanist III	07/01/09-06/30/10	\$15.00/hour
Barger, Brooke	Asst Pool Manager	06/15/09-06/30/09	\$10.50/hour
Barger, Brooke	Asst Pool Manager	07/01/09-08/06/09	\$10.50/hour
Finfrock, Doug	Asst Pool Manager	06/15/09-06/30/09	\$10.50/hour
Finfrock, Doug	Asst Pool Manager	07/01/09-08/06/09	\$10.50/hour
Coles, Suzanne	Classroom Assistant	07/01/09-06/30/10	\$10.00/hour
Do, Duy	Classroom Assistant	09/01/09-06/30/10	\$10.00/hour
Durate, Richard	Classroom Assistant	07/01/09-06/30/10	\$10.00/hour
Rodriguez, Maria	Classroom Assistant	09/01/09-06/30/10	\$10.00/hour
Almquist, David	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Barbee, Michael	Coaches, Summer Activities	07/01/09-07/31/09	\$17.54/hour
Barlage, Daniel	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Berber, Alicia	Coaches, Summer Activities	07/01/09-07/31/09	\$17.54/hour
Bonzoumet, Nikki	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Breyer, Michael	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Brown, Dennis	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Brown, William	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Davis, Jeff	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Doddona-Moya, Michelle	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Elton, William	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Finfrock, Douglas	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Fite, Louis	Coaches, Summer Activities	08/10/09-08/31/09	\$17.54/hour
Godfrey, Ralph	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Hass, Richard	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Hayes-Trainer, Monica	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Jalayer, Lynsey	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
McCarron, James	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Melgarejo, Francisco	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Paredes, Mark	Coaches, Summer Activities	07/01/09-07/31/09	\$17.54/hour
Richey, Michael	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Rogers, Dennis	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Sigloch, Steven	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Smith, Kevin	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Vitolio, Opalani	Coaches, Summer Activities	07/01/09-08/31/09	\$17.54/hour
Duran, Jacqueline	Community Service Officer	07/01/09-06/30/10	\$14.00/hour
Duran, Yadira	Community Service Officer	07/01/09-06/30/10	\$14.00/hour
Evans, Danenne	Community Service Officer	07/01/09-06/30/10	\$14.00/hour
Burton, Jared	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Davis, Andrew	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Greenwalt II, John	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Porras, Raina	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Kellermeyer, Christopher	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Zadeh, Alex	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Zadeh, Joseph	Computer Operator	07/01/09-06/30/10	\$15.00/hour
Campbell, Matthew	Computer Technician	07/01/09-06/30/10	\$10.00/hour
Ignacio, Beny	Computer Technician	06/23/09-06/30/09	\$10.00/hour
Kushner, Linda	Computer Technician	07/01/09-09/30/09	\$10.00/hour
Leung, Jacob	Computer Technician	07/01/09-09/30/09	\$10.00/hour
Martinez, Joanna	Computer Technician	06/29/09-06/30/09	\$10.00/hour
McCafferty, James	Computer Technician	07/01/09-09/30/09	\$10.00/hour
Mendoza, Joseph	Computer Technician	07/01/09-09/30/09	\$10.00/hour
Mojica, Edgar	Computer Technician	07/01/09-06/30/10	\$10.00/hour
Rainbow, Daniel	Computer Technician	07/01/09-06/30/10	\$10.00/hour
Sodhi, Ishmeet	Computer Technician	07/01/09-09/30/09	\$10.00/hour
Villanueva, Armando	Computer Technician	06/02/09-06/30/09	\$10.00/hour
Villanueva, Armando	Computer Technician	07/01/09-06/30/10	\$10.00/hour
Beach, Ana	Contract Trainer Aide II	07/17/09-09/30/09	\$8.75/hour
Maraz, Jaqueline	Contract Trainer Aide II	07/17/09-09/30/09	\$8.75/hour
Savoy, Amelia	Contract Trainer Aide II	07/17/09-09/30/09	\$8.75/hour
Arguello, Rick	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Edwards, Albert	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Garibay, Angel	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Guevara, Reiner	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Harris, Verna	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Hill, Steven	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Mabon, Theo	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Martinez, Edmund	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Maxim, Jeffeth	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Munoz, Irma	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Najar, Juan	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Plata, Guillermina	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Ramirez, Maria	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Valdez, Marcos	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Wardlow, Adrian	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Zarate, Ruben	Custodial Assistant	07/01/09-06/30/10	\$12.50/hour
Delfin, Mark	Dispatch Clerk	07/01/09-06/30/10	\$8.00/hour
Fuller Jr, Griffith	Dispatch Clerk	07/01/09-06/30/10	\$8.00/hour
Guzman, Jesus	Dispatch Clerk	07/01/09-06/30/10	\$8.00/hour
Sanchez, Diego	Dispatch Clerk	07/01/09-06/30/10	\$8.00/hour
Vega-Castillo, Jose	Dispatch Clerk	07/01/09-06/30/10	\$8.00/hour
Bueno, Anthony	Educational Assistant	06/12/09-06/30/09	\$8.00/hour
Epps, Robert	Evaluator	07/01/09-06/30/10	\$10.00/hour
Foss, Ronald	Evaluator	07/01/09-06/30/10	\$10.00/hour
Ortiz, Leonor	Food Service Assistant	07/01/09-06/30/10	\$9.00/hour
Marquez, Catherine	Food Service Assistant	07/01/09-06/30/10	\$9.00/hour
Rodriguez, Marcela	Food Service Assistant	07/01/09-06/30/10	\$9.00/hour
Vargas, Marcella	Food Service Assistant	07/01/09-06/30/10	\$9.00/hour
Woodard, Rosetta	Food Service Assistant	07/01/09-06/30/10	\$9.00/hour
Young, Janet	Food Service Assistant	07/01/09-06/30/10	\$9.00/hour
Agnew, Juli	Grant Facilitator	06/15/09-06/30/09	\$40.00/hour
Agnew, Juli	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Armenta, Charles	Grant Facilitator	06/15/09-06/30/09	\$40.00/hour
Armenta, Charles	Grant Facilitator	07/01/09-07/31/09	\$40.00/hour
Campbell, Marie	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Coriddi-Drobet, Angela	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Cunningham, Ashley	Grant Facilitator	07/01/09-07/31/09	\$40.00/hour
Flores, Gustavo	Grant Facilitator	06/22/09-06/30/09	\$40.00/hour
Flores, Gustavo	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Garner, Mark	Grant Facilitator	07/01/09-07/30/09	\$40.00/hour
Gomez, Alfred	Grant Facilitator	07/01/09-07/31/09	\$40.00/hour
Hall, Delatrice	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Lomeli, Sinar	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Nadolny, Cynthia	Grant Facilitator	06/15/09-06/30/09	\$40.00/hour
Nadolny, Cynthia	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Owens, Robin	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Sooter, Stacy	Grant Facilitator	07/01/09-06/30/10	\$40.00/hour
Baiza, Jaymie	Grant Project Educational Trainer I	06/17/09-06/30/09	\$25.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Baiza, Jaymie	Grant Project Educational Trainer I	07/01/09-08/31/09	\$25.00/hour
Knight, Katherine	Grant Project Educational Trainer I	06/25/09-06/30/09	\$25.00/hour
Knight, Katherine	Grant Project Educational Trainer I	07/01/09-08/31/09	\$25.00/hour
McNeil-Fields, Linda	Grant Project Educational Trainer I	07/01/09-06/30/10	\$25.00/hour
Nuenswander, Shauna	Grant Project Educational Trainer I	07/01/09-06/30/10	\$25.00/hour
Sanchez, Alma	Grant Project Educational Trainer I	07/01/09-06/30/10	\$25.00/hour
Acosta, Robin	Grant Project Educational Trainer II	07/01/09-06/30/10	\$35.00/hour
Batie, Michael	Grant Project Educational Trainer II	08/03/09-06/30/10	\$35.00/hour
Violasse, Mary	Grant Project Educational Trainer II	07/01/09-06/30/10	\$35.00/hour
Petroff, Aaron	Grant Project Technician	07/01/09-06/30/10	\$20.00/hour
Alvarez, Steve	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Brown, Jerry	Grounds Assistant	07/13/09-06/30/10	\$13.00/hour
Brown, Trever	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Curriel, Roberto	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Espinoza, Nicholas	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Frias-Ponce, Jose	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Leyland, Cody	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Mabon, Theo	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Macias, Jose	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Martinez, Steven	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
McMahon Jr, James	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Nguyen, Larry	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Parrish, Patrick	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Rubalcaba, Christopher	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Sanchez, Daniel	Grounds Assistant	07/01/09-06/30/10	\$13.00/hour
Carrio, Carlos	Health Services Facilitator	07/01/09-06/30/10	\$42.05/hour
Williams, Dave	Health Services Facilitator	07/01/09-06/30/10	\$42.05/hour
Castro, Leilani	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Contreras, Lizette	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Coronado-Taylor, Patrick	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Curteman, Jeremy	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Hidalgo, Arturo	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Horn, Lisa	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Iloilo, Jennifer	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Lim, Andrew	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Manzano, Nathaniel	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Marfori, Sarah	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Martinez, Jimmy	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
McLaughlin, Ian	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Singh, Tara	IMC Assistant I	07/01/09-06/30/10	\$9.00/hour
Contreras, Andy	IMC Assistant II	07/01/09-06/30/10	\$11.00/hour
Gonzalez, Oscar	IMC Assistant II	07/01/09-06/30/10	\$11.00/hour
McLaughlin, Devin	IMC Assistant II	07/01/09-06/30/10	\$11.00/hour
Rocha, Sophia Del Carmen	IMC Assistant II	07/01/09-06/30/10	\$11.00/hour
Rowley, Gregory	IMC Assistant II	07/01/09-06/30/10	\$11.00/hour
Herrera, Salvador	IMC Support Tech	07/01/09-06/30/10	\$13.00/hour
Ferrell, Sarah	IMC Trainee	07/01/09-06/30/10	\$8.00/hour
Sepuvida, Jerry	IMC Trainee	07/01/09-06/30/10	\$8.00/hour
Bell, Veronica	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Bruner, Melvin	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Castellano, Miguel	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Chapin, Alexandra	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Cole, Leslie	Instructional Aide I	07/30/09-06/30/10	\$8.00/hour
Cottrell, Shane	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Dant, Nancy	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Dolemieux, Hugo	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Garcia, Christopher	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Griffin, Sallie	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Hennebelle, Hollee	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Johnson, Rachael	Instructional Aide I	07/09/09-06/30/10	\$8.00/hour
Long, Scott	Instructional Aide I	08/15/09-06/30/10	\$8.00/hour
Perez, Candida	Instructional Aide I	05/08/09-06/30/09	\$8.00/hour
Rodriguez, Erick	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Rohr, Nicolette	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Rubin, Haley	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Schlosser, Jenna	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Skelley, David	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Snider, Timothy	Instructional Aide I	07/01/09-06/30/10	\$8.00/hour
Velez, Chris	Instructional Aide I	08/10/09-06/30/10	\$8.00/hour
Myers, Bethany	Instructional Aide III	07/01/09-06/30/10	\$9.00/hour
Weitemeyer, Deena	Instructional Aide III	07/01/09-06/30/10	\$9.00/hour
Jansen, Christy	Interpreter Apprentice	07/01/09-06/30/10	\$11.00/hour
Alexander, Tameka	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Auman, Allen	Interpreter I	07/01/09-06/30/10	\$18.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Bronstein, Aaron	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Carpenter, Brittany	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Castaneda, Alexandra	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Grinolds, Steven	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Johnson, Zachary	Interpreter I	06/18/09-06/30/09	\$18.00/hour
Johnson, Zachary	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Killen, Laura	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Lovingood, Vanita	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Noltmann, Kelly	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Partida, Henry	Interpreter I	07/01/09-06/30/10	\$18.00/hour
VanGorder, Matthew	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Waibel, Donnadee	Interpreter I	07/01/09-06/30/10	\$18.00/hour
Cruz, Clarie	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Eddy, Carmen	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Fritz, Janeen	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Lopez, Joseph	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Millan, Lynsey	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Minkler, Jack	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Shaughnessy, John	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Shaughnessy, Judyth	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Stogner, Scott	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Stout, Ann Marie	Interpreter II	07/01/09-06/30/10	\$23.00/hour
Alexander, Jennifer	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Bain, Debra	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Barber, Debbie	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Bauer, Sara	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Brown, Melissa	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Burns, Sharon	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Burns-Peters, Davena	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Cranfill, Jeff	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Gibbins, Alpin	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Hetzel, Daniel	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Komori, Hiroko	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Miles, Melinda	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Miller, Josh	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Minkler, Dinah	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Rasmussen, Steven	Interpreter III	07/01/09-06/30/10	\$27.00/hour
Acevedo, Yessica	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Cords, Joshua	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Edwards, Emily	Lab Aide II	07/09/09-09/30/09	\$10.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
El-amin, Ibrahim	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Iravani, Rova	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Jacobsmeyer, Christopher	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Koertz, Arthur	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Le, Vanna	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Leimel, Derek	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Lor, Bounroeu	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Menendez, Jorge	Lab Aide II	08/10/09-06/30/10	\$10.00/hour
Morales, Hector	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Navarro, Jordan	Lab Aide II	07/09/09-06/30/10	\$10.00/hour
Osekowsky, Tara	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Ostrander, Norma	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Pierce, Nathan	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Pulu, Simei	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Rangel, Christopher	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Reyes, Dinorah	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Robinson, Benjamin	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Shelley, Jesse	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Walters, Howard	Lab Aide II	07/01/09-06/30/10	\$10.00/hour
Ankeny, Chelsea	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Aronold, Mason	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Baltazar, Brianna	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Bloom, Brianna	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Clark, Jamie	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
DesCombes, Aaron	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Duran, Jasmine	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Erickson, Daisey	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Guilfordn, Lauren	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Hardin, Katie	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Heitman, Amy	Lifeguard IV	06/15/09-06/30/09	\$8.00/hour
Heitman, Amy	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Hohman, Brook	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Kent, Melanie	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Laumea, Jennifer	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Legnard, Justine	Lifeguard IV	06/29/09-06/30/09	\$8.00/hour
Legnard, Justine	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
McCarthy, Meghan	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
McGreevy, Mary	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
McNeil, Alexis	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Murata, Kaori	Lifeguard IV	06/15/09-06/30/09	\$8.00/hour
Murata, Kaori	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
nunnenkamp, Camille	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Schankenberg, Jasmine	Lifeguard IV	06/15/09-06/30/09	\$8.00/hour
Schnakenberg, Jasmine	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Schnakenberg, Sabrina	Lifeguard IV	06/15/09-06/30/09	\$8.00/hour
Schnakenberg, Sabrina	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Smith, Kelly	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Vivanco, Amanda	Lifeguard IV	07/01/09-08/06/09	\$8.00/hour
Edwards, Albert	Maintenance Assistant	07/01/09-06/30/10	\$16.00/hour
Montes, Bonnie	Matriculation and Ed. Support Assoc.	07/13/09-08/28/09	\$20.00/hour
Davis, Shanell	Matricualtion Assistant I	07/01/09-06/30/10	\$9.00/hour
Green, Kendra	Matriculation Assistant I	07/01/09-06/30/10	\$9.00/hour
Heese, Holland	Matriculation Assistant I	07/01/09-06/30/10	\$9.00/hour
Roman, Margarita	Matriculation Assistant I	07/01/09-06/30/10	\$9.00/hour
Shibakawa, Yoshihisa	Matriculation Assistant I	07/01/09-06/30/10	\$9.00/hour
Davis, Shanell	Matriculation Assistant II	07/01/09-06/30/10	\$9.00/hour
Green, Kendra	Matriculation Assistant II	07/01/09-06/30/10	\$9.00/hour
Hees, Holland	Matriculation Assistant II	05/18/09-06/30/09	\$9.00/hour
Roman, Margarita	Matriculation Assistant II	07/01/09-06/30/10	\$9.00/hour
Romero, Madison	Matriculation Assistant II	07/01/09-06/30/10	\$9.00/hour
Rueb, Benjamin	Matriculation Assistant II	07/01/09-06/30/10	\$9.00/hour
Lua, Gleyc	Matriculation Assistant II	07/01/09-06/30/10	\$9.50/hour
Allen, Tamara	Matriculation Assistant III	07/01/09-06/30/10	\$10.00/hour
Huskey, Morgan	Matriculation Assistant III	07/01/09-06/30/10	\$10.00/hour
Aguilar, Gregory	Office Assistant I	07/01/09-09/30/09	\$9.00/hour
Aldape, Evelyn	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Aviles, Christian	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Bahena, Patti	Office Assistant I	07/01/09-09/30/09	\$9.00/hour
Brosnal, Carlos	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Brown, Chrishna	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Brown, Dayna	Office Assistant I	07/13/09-06/30/10	\$9.00/hour
Bueno, Anthony	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Castillo, Abraham	Office Assistant I	07/01/09-09/30/09	\$9.00/hour
Cormier, Tamica	Office Assistant I	07/01/09-09/30/09	\$9.00/hour
Dassow, Antonio	Office Assistant I	07/20/09-06/30/10	\$9.00/hour
Gonzales, Marlene	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Gonzalez, Holly	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Gonzalez, Yadira	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Graham, Andrew	Office Assistant I	07/01/09-06/30/10	\$9.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Gutierrez, Luis	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Halabi, Samer	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Hayes, Heather	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Ho, Quoc	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Hodawanus, Tarin	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Jones-Walton, Cynthia	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Kawile, Nathan	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Labrada, Clara	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Lo, Susan	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Mercado, Alejandro	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Miles, Twyla	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Monzon, Rosa	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Navarro, Stephanie	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Ortega, Elsa	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Packard, Kashea	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Padilla, Tiffany	Office Assistant I	07/09/09-06/30/10	\$9.00/hour
Parent, Morgan	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Pena, Olivia	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Ramirez, Darlene	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Retamoza, Sylvia	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Reynolds, Morgan	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Rodriguez, Cecilia	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Ruvalcaba, Vanessa	Office Assistant I	07/30/09-09/30/09	\$9.00/hour
Sandoval, Dominique	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Scott, Marcus	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Serrato, arlene	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Silva, Jorge	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Silva, Katherine	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Skaf, Karam	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Stancic, Zivorad	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Stieh, Chandler	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Taylor, Mia	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Thomas, Christalyn	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Tomlinson, Sarah	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Torres, Nancy	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Vazquez, Francisco	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Vega, Carlos	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Villanueva, Armando	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Wagner, Samantha	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Warren, Jaquelynnn	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Wills, Larissa	Office Assistant I	07/01/09-06/30/10	\$9.00/hour
Alfaro, Dennisse	Office Assistant II	07/01/09-09/30/09	\$10.50/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Barclift, Catherine	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Blair, Trina	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Bonadiman, Bethany	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Brown, Gregory	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Brucks, Alexis	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Bui, Oanh Kim	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Chavez, Christopher	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Clinton, Brett	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Coats, James	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
DeGrande, Maria	Office Assistant II	09/01/09-06/30/10	\$10.50/hour
Eaton, Kimberly	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Fausett, Kayla	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Gallardo, Amanda	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Gracia, Laura	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Gutierrez, Louie	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Hart, Yakyshia	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Hernandez, Maria	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Houston, Mark	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Huver, Jessica	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Jackson, Ted III	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Klohn, Debra	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Landin, Daniel	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Lehigh, Kristin	Office Assistant II	08/27/09-06/30/10	\$10.50/hour
Lugo, Alison	Office Assistant II	07/01/09-09/30/09	\$10.50/hour
Metcalf, Emily	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Morales, Lyneet	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Painter, April	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Perez, Candida	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Porter, Elizabeth	Office Assistant II	07/01/09-09/30/09	\$10.50/hour
Rowley, Greg	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Schultz, Daniel	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Shanahan, Sarah	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Simmons, Sabrina	Office Assistant II	07/01/09-09/30/09	\$10.50/hour
Soper, Misti	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Vincent, Ebonie	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Zappia, Daniel	Office Assistant II	07/01/09-06/30/10	\$10.50/hour
Acosta, Vanessa	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Beemer-McGuire, Andrea	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Blair, Trina	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Broerman, Michael	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Cervantes, Cristina	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Chagoya, Maria	Office Assistant III	07/01/09-06/30/10	\$12.50/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Chasey, Carla	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Davila, Raquel	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Elmatari, Daniel	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Ferreira, Otavio	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Flores, Roberto	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Gaboury, Tammy	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Gunnell, Tiffany	Office Assistant III	07/09/09-09/30/09	\$12.50/hour
Hames, Lori	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Heredia-Reuther, Christina	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Huizar, Monica	Office Assistant III	07/01/09-09/30/09	\$12.50/hour
Jermain, Kim	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Kimball, Megan	Office Assistant III	07/30/09-06/30/10	\$12.50/hour
Lopez, Sandra	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
McCarthy, Gail	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Montoya, Tabitha	Office Assistant III	07/01/09-09/30/09	\$12.50/hour
Munroe, Carol	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Neal, Kanisha	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Nguyen, Anh-Dao	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Nguyen, Liem	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Partridge, Jeff	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Perez, Christel	Office Assistant III	07/01/09-09/30/09	\$12.50/hour
Randolph, Koko	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Rawls, Edith	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Velarde, Heidi	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Young, Katherine	Office Assistant III	07/01/09-06/30/10	\$12.50/hour
Felix, Andrea	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Alvord, Judith	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Aviles, Christian	Office Assistant IV	08/24/09-06/30/10	\$14.00/hour
Blessum, Froke	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Borja, Andrea	Office Assistant IV	07/01/09-09/30/09	\$14.00/hour
Bramlett, Susan	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Coke, April	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Davia, Natasha	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
DiSalvio, Linda	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Fichtner, Amanda	Office Assistant IV	07/15/09-06/30/10	\$14.00/hour
Fort, Sylvia	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Gonzalez, Evelyn	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Hart, Leslie	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Huerta, Alexander	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Jordan, Towanda	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Kohls, Renee	Office Assistant IV	07/27/09-10/31/09	\$14.00/hour
Lemus, Gabriela	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Mendoza, Erica	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Martinez, Joanna	Office Assistant IV	07/13/09-12/16/09	\$14.00/hour
Moran, Doris	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Rios, Katie	Office Assistant IV	07/01/09-09/30/09	\$14.00/hour
Robb	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Ruvalcaba, Christopher	Office Assistant IV	07/01/09-09/30/09	\$14.00/hour
Segura, Sharlena	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Silva, Wesleyanne	Office Assistant IV	07/01/09-09/30/09	\$14.00/hour
Spencer, Linda	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Tapia, Sandra	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Thornton, Raekisha	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Vargas, Johanna	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Vaughn, Ruth	Office Assistant IV	07/01/09-12/16/09	\$14.00/hour
Whitlock, Lauren	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Williams, Barbara	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Wilson, Danyelle	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Young, Eryn	Office Assistant IV	07/01/09-06/30/10	\$14.00/hour
Colunga, Racheel	Office Clerk	07/01/09-06/30/10	\$8.00/hour
Gonzalez Jr., Constantino	Office Clerk	07/01/09-06/30/10	\$8.00/hour
Haguewood, David	Office Clerk	07/01/09-06/30/10	\$8.00/hour
Horton-Gilbert, Jessica	Office Clerk	07/01/09-06/30/10	\$8.00/hour
Ramirez, Gabriel	Office Clerk	07/01/09-06/30/10	\$8.00/hour
Cisneros, Anthony	Operations Clerk	07/01/09-06/30/10	\$8.00/hour
Ortiz, Rafael	Operations Clerk	07/01/09-06/30/10	\$8.00/hour
Parfitt, Joshua	Operations Clerk	07/01/09-06/30/10	\$8.00/hour
Rodriguez, Rosalva	Operations Clerk	07/01/09-06/30/10	\$8.00/hour
Tippie, Jennifer	Operations Clerk	07/01/09-06/30/10	\$8.00/hour
Nottingham, Lynn	Registered Nurse II	07/01/09-06/30/10	\$37.00/hour
Baxter, Judith	Registered Nurse III	07/01/09-06/30/10	\$35.00/hour
Fassbinder, Melissa	Registered Nurse IV/Nurse Practitioner	07/01/09-06/30/10	\$52.00/hour
Thorsheim, Joann	Registered Nurse IV/Nurse Practitioner	07/01/09-06/30/10	\$52.00/hour
Williams, Renee	Research Intern	07/01/09-08/15/09	\$14.22/hour
Bruce, Allen	Role Player	07/01/09-06/30/10	\$8.00/hour
Abercromby, Tara	Role Player	07/01/09-06/30/10	\$8.00/hour
Allen, Linda	Role Player	07/01/09-06/30/10	\$8.00/hour
Bennett, Keith	Role Player	07/01/09-06/30/10	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Bonaiuto, Deborah	Role Player	07/01/09-06/30/10	\$8.00/hour
Bullock Jr, Ricky	Role Player	07/01/09-06/30/10	\$8.00/hour
Carter, Matthew	Role Player	07/01/09-06/30/10	\$8.00/hour
Chang, Victor	Role Player	07/01/09-06/30/10	\$8.00/hour
Enlow, Nancy	Role Player	07/01/09-06/30/10	\$8.00/hour
Foss, Ronald	Role Player	07/01/09-06/30/10	\$8.00/hour
Foster, Matthew	Role Player	07/01/09-06/30/10	\$8.00/hour
Gonzalez, Evelyn	Role Player	07/01/09-06/30/10	\$8.00/hour
Hensley, Jennifer	Role Player	07/01/09-06/30/10	\$8.00/hour
Hensley, Ted	Role Player	07/01/09-06/30/10	\$8.00/hour
Herrera, Yvonne	Role Player	07/01/09-06/30/10	\$8.00/hour
Kelley, Cheri	Role Player	07/01/09-06/30/10	\$8.00/hour
Kelley, Kenneth	Role Player	07/01/09-06/30/10	\$8.00/hour
Lytle, Randy	Role Player	07/01/09-06/30/10	\$8.00/hour
Maruyama, Julia	Role Player	07/01/09-06/30/10	\$8.00/hour
Miller, Derrik	Role Player	07/01/09-06/30/10	\$8.00/hour
Olivas, Manual	Role Player	07/01/09-06/30/10	\$8.00/hour
Piaseczny, Michael	Role Player	07/01/09-06/30/10	\$8.00/hour
Ramos, Joel	Role Player	07/01/09-06/30/10	\$8.00/hour
Rolland, Shannon	Role Player	07/01/09-06/30/10	\$8.00/hour
Roys, Eric	Role Player	07/01/09-06/30/10	\$8.00/hour
Shaffer, Daniel	Role Player	07/01/09-06/30/10	\$8.00/hour
Starzak, Mark	Role Player	07/01/09-06/30/10	\$8.00/hour
Tasch, Deena	Role Player	07/01/09-06/30/10	\$8.00/hour
Urrutia, Francisco	Role Player	07/01/09-06/30/10	\$8.00/hour
Van Gorder, Bryan	Role Player	07/01/09-06/30/10	\$8.00/hour
Wolters, Charles	Role Player	07/01/09-06/30/10	\$8.00/hour
Williams, Renee	Special Project Employee	07/01/09-08/15/09	\$0.00/hour
Arteaga, Alejandra	Stage Technician	07/01/09-06/30/10	\$8.50/hour
LaLonde, John	Stage Technician	07/01/09-06/30/10	\$8.50/hour
Manthis, Samantha	Stage Technician	07/01/09-06/30/10	\$8.50/hour
Pennison, Junius III	Stage Technician	07/01/09-06/30/10	\$8.50/hour
Stratton, Clayton	Stage Technician	07/01/09-06/30/10	\$8.50/hour
Teague, Lisa	Stage Technician	07/01/09-06/30/10	\$8.50/hour
Anderson, Robin	Student Activities Advisor	07/01/09-06/30/10	\$13.45/hour
Lopez, Victoria	Student Activities Assistant	07/01/09-06/30/10	\$10.50/hour
Perkio, Jacob	Student Activities Assistant	07/01/09-06/30/10	\$10.50/hour
Vergara, Maria	Student Activities Assistant	07/01/09-06/30/10	\$10.50/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Coles, Suzanne	Study Group Leader	09/01/09-06/30/10	\$12.00/hour
Ferreira, Otavio	Study Group Leader	06/15/09-06/30/09	\$12.00/hour
Ferreira, Otavio	Study Group Leader	07/01/09-08/26/09	\$12.00/hour
Arellano, Enrique	Summer Youth Worker	08/06/09-09/30/09	\$8.00/hour
Battiest, Durpre	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Bautista, Danielle	Summer Youth Worker	07/29/09-09/30/09	\$8.00/hour
Bedolloa, Esmeralda	Summer Youth Worker	08/06/09-09/30/09	\$8.00/hour
Bravo, Stephanie	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Brown, Dylan	Summer Youth Worker	07/29/09-09/30/09	\$8.00/hour
Brown, Mehsay	Summer Youth Worker	07/13/09-09/30/09	\$8.00/hour
Bruce, Chariti	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Byrd, Michelle	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Cabrera, Gilberto	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Camacho, Zulma	Summer Youth Worker	07/15/09-09/30/09	\$8.00/hour
Cano, Michael	Summer Youth Worker	07/15/09-09/30/09	\$8.00/hour
Cardullo, Benjamin	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Carter, Edwin	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Castillo, Emmanuelle	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Chin, Chris	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Chin, Timothy	Summer Youth Worker	08/10/09-09/30/09	\$8.00/hour
Collins, Eunitha	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Crawford, Tammy	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Crites, Carmynn	Summer Youth Worker	08/11/09-09/30/09	\$8.00/hour
Culkosky, Katie	Summer Youth Worker	07/21/09-09/30/09	\$8.00/hour
Dalton, Justin	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Davis, Chenoalani	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Davis, Kekolani	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Davis, Shanell	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
DeCarmo, Ashlee	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
DeLosReyes, Sabrina	Summer Youth Worker	08/04/09-09/30/09	\$8.00/hour
Duran, Nickolas	Summer Youth Worker	07/16/09-09/30/09	\$8.00/hour
Escobar, Bevy	Summer Youth Worker	07/13/09-09/30/09	\$8.00/hour
Esquivel, Virydiana	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Farias, Beatriz	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Farris, Edward	Summer Youth Worker	07/24/09-09/30/09	\$8.00/hour
Flores, Susanna	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Fouke, Roxanna	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Franklin, Jaysmine	Summer Youth Worker	07/30/09-09/30/09	\$8.00/hour
Garcia, Christina	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Getten, April	Summer Youth Worker	07/29/09-09/30/09	\$8.00/hour
Gonzales, Kieana	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Gonzalez, Alberto	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Goode, Danielle	Summer Youth Worker	07/21/09-09/30/09	\$8.00/hour
Goodine, Shirlene	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Goodrich, Marcella	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Gracia, Anthony	Summer Youth Worker	08/12/09-09/30/09	\$8.00/hour
Guevara, Jonathan	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Hall, Samantha	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Harris, Shaunsey	Summer Youth Worker	07/21/09-09/30/09	\$8.00/hour
Hernandez, Francisco	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Hernandez, Irene	Summer Youth Worker	08/04/09-09/30/09	\$8.00/hour
Hess, Brian	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Hosey, Darell	Summer Youth Worker	07/21/09-09/30/09	\$8.00/hour
Hundley, Tyren	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Hunt, Lola	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Jackson, Joshua	Summer Youth Worker	07/21/09-09/30/09	\$8.00/hour
James, Shannon	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Jazwiec, Jeffrey	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Jimenez, Roxsana	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Johnson, Arthur	Summer Youth Worker	08/10/09-09/30/09	\$8.00/hour
Johnson, Jonathan	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Johnson, Latisha	Summer Youth Worker	07/15/09-09/30/09	\$8.00/hour
Jones, Ruth	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Joseph, DaShawwna	Summer Youth Worker	08/05/09-09/30/09	\$8.00/hour
Kelly, Kala	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Kimbrough, Edward	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
King, Latina	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Knox, Kylie	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Koellen, Andrew	Summer Youth Worker	07/15/09-09/30/09	\$8.00/hour
Lemos, Daisy	Summer Youth Worker	08/12/09-09/30/09	\$8.00/hour
Lott, Tainsisouti	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Love, Christopher	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Lozada, Audilia	Summer Youth Worker	07/13/09-09/30/09	\$8.00/hour
Marshall, Chase	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Martin, Shawna	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Martineau, Kyle	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Martinez, Kimberly	Summer Youth Worker	07/16/09-09/30/09	\$8.00/hour
Martinez, Maggie	Summer Youth Worker	07/29/09-09/30/09	\$8.00/hour
Matthews, Barbara	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
McDowell, Salman	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Mendez, Eddie	Summer Youth Worker	07/23/09-09/30/09	\$8.00/hour
Miramontes, Frankie	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Morales, German	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Muse, Joshua	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Ortega, Christina	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Pacheco, Christian	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Panoke, Joanna	Summer Youth Worker	07/14/09-09/30/09	\$8.00/hour
Pellowski, Allan	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Pineda, Carmina	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Pineda, Humberto	Summer Youth Worker	08/04/09-09/30/09	\$8.00/hour
Pullum, Anthony	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Ramos, Jasmine	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Ramsey, Domineke	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Raphael, Marc	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Reed, Dejuan	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Renteria, Victor	Summer Youth Worker	07/21/09-09/30/09	\$8.00/hour
Reyes, Joshua	Summer Youth Worker	08/12/09-09/30/09	\$8.00/hour
Reynolds, Breanna	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Rider, Clenesha	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Rios, Chad	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Robinette, Christopher	Summer Youth Worker	07/23/09-09/30/09	\$8.00/hour
Rojas, Mark	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Roman, Bianca	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Ross, Jordan	Summer Youth Worker	08/04/09-09/30/09	\$8.00/hour
Sanchez, Shantell	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Schenk, Kara	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Sekel, Brandon	Summer Youth Worker	07/29/09-09/30/09	\$8.00/hour
Sherron, Chaz	Summer Youth Worker	07/23/09-09/30/09	\$8.00/hour
Sinclair, Monica	Summer Youth Worker	07/23/09-09/30/09	\$8.00/hour
Springer, Dustin	Summer Youth Worker	08/10/09-09/30/09	\$8.00/hour
Terrones, Isai	Summer Youth Worker	07/23/09-09/30/09	\$8.00/hour
Thomas, Khalfani	Summer Youth Worker	07/23/09-09/30/09	\$8.00/hour
Trujillo, Margarita	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Valdez, Amanda	Summer Youth Worker	08/06/09-09/30/09	\$8.00/hour
Velasquez, Priscilla	Summer Youth Worker	08/04/09-09/30/09	\$8.00/hour
Virden, Ryan	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Walters, Jessica	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Weatherspoon, Jonathan	Summer Youth Worker	07/28/09-09/30/09	\$8.00/hour
Whitlock, Brooke	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Williams, Latiesh	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Woodard, Ariel	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Woods, Olympia	Summer Youth Worker	07/20/09-09/30/09	\$8.00/hour
Wright, Brian	Summer Youth Worker	07/30/09-09/30/09	\$8.00/hour
Yohena, Raymond	Summer Youth Worker	07/27/09-09/30/09	\$8.00/hour
Zambrano, Marcos	Summer Youth Worker	07/22/09-09/30/09	\$8.00/hour
Zaragoza, Imelda	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour
Zaragoza, Juan	Summer Youth Worker	08/03/09-09/30/09	\$8.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Allaway, Michael	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Bedolla, Alfonso	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Bedolla, Rachel	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Blood, Dawn	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Bridges, Rainya	Supplemental Instructional Leader	07/01/09-08/26/09	\$12.00/hour
Bryant, Terrence	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Cooepr, Kira	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Curiel, Adriana	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Do, Duy	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
El-Amin, Ibrahim	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Foster, Jamie	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Fuentes, Nataly	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Gill, Adam	Supplemental Instructional Leader	07/01/09-08/26/09	\$12.00/hour
Gomak, Demet	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Gonzales, Aaron	Supplemental Instructional Leader	07/01/09-/08/26/09	\$12.00/hour
Gonzalez, Salvador	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Kaneaster, Jennifer	Supplemental Instructional Leader	08/05/09-06/30/10	\$12.00/hour
Leimel, Derek	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Martinez, Norbet	Supplemental Instructional Leader	07/23/09-06/30/10	\$12.00/hour
Moreno, Marisela	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Murillo, Brian	Supplemental Instructional Leader	07/23/09-06/30/10	\$12.00/hour
Nguyen, Michael	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Ocon, Sonya	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Okpo, Onyekachim	Supplemental Instructional Leader	07/01/09-08/26/09	\$12.00/hour
Palacios, Erica	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Price, Shiloh	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Pulu, Simei	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Reyes, Dinorah	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Rogers, Daniel	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Sheikh, Nausheen	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Six, Charissa	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Smith, Kevin	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Soto, Lauren	Supplemental Instructional Leader	07/20/09-06/30/10	\$12.00/hour
Torres, April	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Tsuboyama, Ayaka	Supplemental Instructional Leader	06/01/09-06/30/09	\$12.00/hour
Wells, Gloria	Supplemental Instructional Leader	07/01/09-06/30/10	\$12.00/hour
Albanna, Amro	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Butz, Jim	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Kasle, Don	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Konstant, Eugene	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Mednick, Steven	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Monaghan, Mark	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Setzer, Edwin	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Waldo, Bill	Technical Business Advisor	07/01/09-06/30/10	\$55.00/hour
Carlson, Albert	Technical Director	07/01/09-06/30/10	\$12.65/hour
George, Colby	Technical Director	07/01/09-06/30/10	\$12.65/hour
Hennager, David	Technical Director	07/01/09-06/30/10	\$12.65/hour
Nowak, John	Technical Director	07/01/09-06/30/10	\$12.65/hour
Pytlak, Gregory	Technical Director	07/01/09-06/30/10	\$12.65/hour
Acosta, Alex	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Anabo, Cherry	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Arteaga, Alejandra	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Barry, Russell	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Bennett, William	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Everly, Justin	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Everly, Shannon	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Garnic, Gerardo	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Gay, Andrew	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
George, Colby	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Hernandez, Ashley	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Hudgens, Ethan	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Jimenez, Lillia	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
King, Christopher	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Lewellin, Matthew	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Mahoney, Timothy	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Montes, Dominic	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Neal, Christine	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Nowak, John	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Pacheco, Vanessa	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Pytlak, Gregory	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Schlenker, Mark	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Sheppard, Vanessa	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Smith, Brian	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Tronsen, Brandon	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Willson, Jacob	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Woodruff, Michael	Theater Carpenter	07/01/09-06/30/10	\$10.65/hour
Chisholm, Keith	Theater Master Carpenter	07/01/09-06/30/10	\$17.00/hour
Rupe, Jason	Theater Master Electrician	07/01/09-06/30/10	\$17.00/hour
Shelton, Jessica	Theater Master Electrician	07/01/09-06/30/10	\$17.00/hour
Clark, Desmond	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Gillwood, Susan	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Goodwin, Stephanie	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Graham, Tania	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Hernandez, Victor	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Lacson, Ritchie	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Mitchell, Daniel	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Olin, Marci	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Pacheco, Vanessa	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Paterson, Alexander	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Person, Jermaine	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Shelton, Scott	Theater Production Technician	07/29/09-06/30/10	\$9.25/hour
Woodall, Rylan	Theater Production Technician	07/01/09-06/30/10	\$9.25/hour
Munoz, Angela	Theatre Props/Outreach	07/01/09-06/30/10	\$10.50/hour
Snider, Timothy	Theater Stage Hand	07/01/09-06/30/10	\$8.00/hour
Guy, Tim	Training Tech II	07/01/09-06/30/10	\$20.00/hour
Jones, Andre	Training Technician I	07/01/09-06/30/10	\$15.00/hour
McWilliams, Adrienne	Training Technician I	07/01/09-06/30/10	\$15.00/hour
Quick, Lori	Training Technician I	07/01/09-06/30/10	\$15.00/hour
Kerr, Brady	Training Technician II	06/15/09-06/30/09	\$20.00/hour
Kerr, Brady	Training Technician II	07/01/09-09/01/09	\$20.00/hour
Broguiere, Nathaniel	Tutor II	07/01/09-06/30/10	\$8.50/hour
Keesling, Paul	Tutor II	07/16/09-06/30/10	\$8.50/hour
Lafond, Bri	Tutor II	07/01/09-06/30/10	\$8.50/hour
Paul, Meredith	Tutor II	08/03/09-06/30/10	\$8.50/hour
Rollins, Michael	Tutor II	07/01/09-06/30/10	\$8.50/hour
Seals, Heather	Tutor II	07/01/09-06/30/10	\$8.50/hour
Siana, Megan	Tutor II	07/01/09-06/30/10	\$8.50/hour
Whelan, Stephanie	Tutor II	07/01/09-06/30/10	\$8.50/hour
Hendrickson, Sue	Tutor II	07/01/09-06/30/10	\$8.50/hour
Afsar, Mohammad	Tutor III	07/01/09-06/30/10	\$9.25/hour
Dyer, Sheri	Tutor III	07/07/09-06/30/10	\$9.25/hour
Flores, Andrew	Tutor III	07/01/09-06/30/10	\$9.25/hour
Kaur, Anoop	Tutor III	07/01/09-06/30/10	\$9.25/hour
Kinglsey, Travis	Tutor III	07/01/09-06/30/10	\$9.25/hour
Lanford, Bri	Tutor III	07/01/09-06/30/10	\$9.25/hour
Lawhead, Rebecca	Tutor III	07/01/09-06/30/10	\$9.25/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 7130 (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 7130</u>
Meleika, Samuel	Tutor III	07/01/09-06/30/10	\$9.25/hour
Papica, Raymund	Tutor III	07/01/09-06/30/10	\$9.25/hour
Porras, Vivian	Tutor III	07/01/09-06/30/10	\$9.25/hour
Smith, William	Tutor III	07/01/09-06/30/10	\$9.25/hour
Wales, Brandon	Tutor III	07/01/09-06/30/10	\$9.25/hour
Apperson, Adam	Tutor IV	07/01/09-06/30/10	\$10.00/hour
Barillaro, Jay	Tutor IV	07/01/09-06/30/10	\$10.00/hour
Krause, Henry	Tutor IV	07/01/09-06/30/10	\$10.00/hour
Pickett, Joseph	Tutor IV	09/01/09-06/30/10	\$10.00/hour
Tadlock, Jan	Tutor IV	07/01/09-06/30/10	\$10.00/hour
Elmatari, Daniel	Upward Bound College Mentor	07/01/09-07/30/09	\$12.00/hour
Gonzalez, Steven	Upward Bound College Mentor	07/01/09-07/30/09	\$12.00/hour
Nguyen, Khai	Upward Bound College Mentor	06/12/09-06/30/09	\$12.00/hour
Nguyen, Khai	Upward Bound College Mentor	07/01/09-07/31/09	\$12.00/hour
Vasquez, Josh	Upward Bound College Mentor	07/01/09-07/30/09	\$12.00/hour
Villegas, Monica	Upward Bound College Mentor	07/01/09-07/30/09	\$12.00/hour
Gracia, Michelle	Work Readiness/Employment Coord	06/17/09-06/30/09	\$35.00/hour
Gracia, Michelle	Work Readiness/Employment Coord	07/01/09-09/30/09	\$35.00/hour
Cowgill, Barbara	Work Readiness/Employment Spec	06/17/09-06/30/09	\$20.00/hour
Cowgill, Barbara	Work Readiness/Employment Spec	07/01/09-06/30/10	\$20.00/hour
Davila, Ismael	Work Readiness/Employment Spec	06/17/09-06/30/09	\$20.00/hour
Davila, Ismael	Work Readiness/Employment Spec	07/01/09-06/30/10	\$20.00/hour
Franco, April	Work Readiness/Employment Spec	06/17/09-06/30/09	\$20.00/hour
Franco, April	Work Readiness/Employment Spec	07/01/09-06/30/10	\$20.00/hour
Rajan, Singhi	Work Readiness/Employment Spec	06/17/09-06/30/09	\$20.00/hour
Rajan, Singhi	Work Readiness/Employment Spec	07/01/09-09/30/09	\$20.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Huff, Joseph	Assistant Basketball Coach, Men	10/15/09-06/30/10	\$3,859.00
Northcott, Jason	Assistant Coach, Water Polo	08/15/09-06/30/10	\$3,544.00
Adams, James	Assistant Diving Coach, Swim	08/15/09-06/30/10	\$3,614.00
Barlage, Daniel	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Breyer, Michael	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Brown, Dennis	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Davis, Jeff	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Fite, Louis Jr.	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Godfrey, Ralph	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Richey, Michael	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Vitolio, Opalani	Assistant Football Coach	08/15/09-06/30/10	\$3,859.00
Moreno, Jose	Assistant Soccer Coach, Men	08/15/09-06/30/10	\$3,614.00
Jayler, Shayon	Assistant Soccer Coach, Women	08/15/09-06/30/10	\$3,614.00
Abderrahmane, Morcele	Assistant Track Coach, Men	01/15/10-06/30/10	\$3,614.00
Fuentes, Edward	Assistant Track Coach, Men	01/15/10-06/30/10	\$3,614.00
Magee, Gregorey	Assistant Track Coach, Men	01/15/10-06/30/10	\$3,614.00
Kaas, Stephen	Assistant Volleyball Coach	08/15/09-06/30/10	\$3,614.00
Quinte, Sarah	Assistant Women's Swim Coach	01/15/10-06/30/10	\$3,614.00

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
MORENO VALLEY CAMPUS				
Abueg, Ann	Tutor	Tutorial Services	07/23/09	\$ 8.75
Abughoush, Hana	Tutor	Tutorial Services	07/20/09	\$ 8.75
Coats, David	Tutor	Tutorial Services	07/20/09	\$ 8.75
Gonzalez, Michelle	Instructional Asstistant	ECS	07/07/09	\$ 8.25
Haywood, Alissa	EOPS Clerk	EOPS	07/06/09	\$ 8.00
Jones-Walton, Cynthia	Circulation Assistant	Library	07/07/09	\$ 9.00
Morales, Cathleen	Instructional Asstistant	ECS	07/07/09	\$ 8.25
Mularchuk, Rebecca	Tutor	Tutorial Services	07/20/09	\$ 8.75
Mutuki, Daniel	Tutor	Tutorial Services	07/27/09	\$ 8.50
Nguyen, Harvey	Tutor	Tutorial Services	07/20/09	\$ 8.75
Praga, Huertero	Instructional Asstistant	ECS	07/07/09	\$ 8.25
Rivas, Sandra	Instructional Asstistant	ECS	07/08/09	\$ 8.75
Romo, Jaqueline	Instructional Asstistant	ECS	07/07/09	\$ 8.75
Ruby, Leah	Office Assistant	Career Transfer Center	07/08/09	\$ 8.75
NORCO CAMPUS				
		Library/Learning		
Alatorre, Geneva	Student Assistant	Resources	07/01/09	\$ 8.00
		Library/Learning		
Alvarado, Crystal	Student Assistant	Resources	07/01/09	\$ 8.00
Anguiano, Sara	Instructional Aide	Early Childhood Services	07/01/09	\$ 8.00
Ansariannejad, Abdolreza	Tutor	Tutorial Services	07/01/09	\$ 8.25
Arnold, Reginess	Instructional Aide	Early Childhood Services	07/01/09	\$ 8.00
Arshad, Usmann	Tutor	Tutorial Services	07/01/09	\$ 9.25
		Library/Learning		
Bell, Wendy	Student Assistant	Resources	07/01/09	\$ 8.00
		Library/Learning		
Caffrey, Lauren	Student Assistant	Resources	07/01/09	\$ 8.00
Carrillo, Kristin	Instructional Aide	Early Childhood Services	07/01/09	\$ 8.00
Crespo, Nancy	Tutor	Tutorial Services	07/02/09	\$ 8.25
Dao, Huy	Tutor	Tutorial Services	07/01/09	\$ 8.25
Delagado, Ernesto	Tutor	Tutorial Services	07/01/09	\$ 8.00
DeStefano, Anthony	Tutor	Tutorial Services	07/01/09	\$ 8.25
		Instructional Media		
Enriquez, Michael	IMC Assistant Trainee	Center	07/01/09	\$ 8.00
Feaster, Derrick	Tutor	Tutorial Services	07/01/09	\$ 8.00
Feghali, Sasha	Instructional Aide	Early Childhood Services	07/01/09	\$ 8.00
Fernandez, Christina	Office Assistant	EOPS	07/01/09	\$ 8.00
Fleming, Norma	Tutor	Tutorial Services	07/01/09	\$ 8.50

NORCO CAMPUS (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		Library/Learning Resources		
Grandberg, Travis	Student Assistant		07/01/09	\$ 8.00
Hall, Angela	Tutor	Tutorial Services	07/01/09	\$ 8.25
Hall, Angela	Tutor	Tutorial Services	07/01/09	\$ 8.25
Hawkins, Dominique	Tutor	Tutorial Services	07/01/09	\$ 8.25
		Instructional Media Center		
Herrera, Salvador	IMC Assistant Trainee		07/01/09	\$ 8.00
		Library/Learning Resources		
Islam, Amrin	Student Assistant		07/01/09	\$ 8.00
		Library/Learning Resources		
Izurieta, Kathleen	Student Assistant		07/01/09	\$ 8.00
Lanni, Jordan	Tutor	Tutorial Services	07/01/09	\$ 8.25
Lopez, Brandi	Tutor	Tutorial Services	07/01/09	\$ 8.25
		Library/Learning Resources		
Mares, Stephanie	Student Assistant		07/01/09	\$ 8.00
Mejia, Ramon	Tutor	Tutorial Services	07/01/09	\$ 8.25
Mendez, Zoila	Instructional Aide	Early Childhood Services	07/01/09	\$ 8.00
Molletti, Vanessa	Tutor	Tutorial Services	07/01/09	\$ 8.00
Noeun, Vitlea	Tutor	Tutorial Services	07/01/09	\$ 9.25
		Library/Learning Resources		
Ontiveros, Nicole	Student Assistant		07/14/09	\$ 8.00
Pasion, Ganymede	Tutor	Tutorial Services	07/01/09	\$ 8.25
		Instructional Media Center		
Quinones, Oscar	IMC Assistant Trainee		07/01/09	\$ 8.00
Ramos, Jonathan	Tutor	Tutorial Services	07/01/09	\$ 8.00
Rodriguez, Rebecca	Instructional Aide	Early Childhood Services	07/01/09	\$ 9.00
Roman, Perla	Tutor	Tutorial Services	07/01/09	\$ 8.50
Roos, Vivian	Instructional Aide	Early Childhood Services	07/01/09	\$ 8.00
Serrato, Devin	Tutor	Tutorial Services	07/01/09	\$ 8.00
Sheeran, Morgan	Tutor	Tutorial Services	07/01/09	\$ 8.00
Tao, Qianting	Tutor	Tutorial Services	07/01/09	\$ 8.50
Trotter, Jeremy	Tutor	Tutorial Services	07/01/09	\$ 8.25
		Library/Learning Resources		
Urzua, Marlyn	Student Assistant		07/01/09	\$ 8.00
Vaifale, Lene	Student Assistant	Library/Learning Res.	07/01/09	\$ 8.00
Vargas, Mireya	Student Assistant	Library/Learning Res.	07/01/09	\$ 8.00
Villapando, Yvette	Student Assistant	Library/Learning Res.	07/01/09	\$ 8.00
Wood, Kimberly	Office Assistant	EOPS	07/01/09	\$ 8.00

RIVERSIDE CITY COLLEGE

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Alcantar, Lisa	Tutor	Tutorial Services	07/01/09	\$ 8.00
Ali, Whitney	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.25
Allen, Christina	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.25
Armstead, Randaysha	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Arriaza, Guillermo	Student Ambassador	Outreach	07/01/09	\$ 8.00
Augustus, Marisha	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Awad, Mohammad	Tutor	Tutorial Services	07/01/09	\$ 8.25
Berryman, Staci	Midi Lab Monitor	Performing Arts / Music	07/27/09	\$ 8.00
Bottini, Gina	Student Worker	Outreach	07/01/09	\$ 8.00
Bridges, Rainya	Tutor	Tutorial Services	07/01/09	\$ 8.50
Britton, Marlon	College Student Attendant	College Safety & Police	07/20/09	\$ 8.00
Bvumbwe, Josephine	Student Worker	International Student Center	07/01/09	\$ 8.00
Calderon, Maribel	Student Worker	Outreach	07/01/09	\$ 8.00
Campbell, Jessica	Tutor	Tutorial Services	07/08/09	\$ 8.00
Capistrano, Christian	Student Worker	International Student Center	07/01/09	\$ 8.00
Carrillo, Yasmin	Student Food Serv. Worker	Food Services	07/01/09	\$ 8.00
Castro, Leilani	Counter/Data Entry Assistant	Instructional Media Center	07/01/09	\$ 8.00
Chagoya, Maria	CTE Middle School Liaison	Career and Technical Education	07/06/09	\$ 9.00
Clark, Jamie	Lifeguard	Physical Education / Pool	08/04/09	\$ 8.00
Colon, Esperanza	E-Text Transcriber	Disabled Student Services	07/06/09	\$10.25
Contreras, Lizette	Data Entry Assistant	Instructional Media Center	07/01/09	\$ 8.00
Couey, Stephanie	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Coverdell, Brittany	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Crane, Velina	Accommodation Aide	Disabled Student Services	07/01/09	\$ 8.00
Croddy, Heidi	Student Aide	Humanities & Social Science	07/01/09	\$ 8.75
Cummings, Paul	Technical Assistant	Library	07/01/09	\$ 9.00
Dabrowski, Angela	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Damon, Lamont	Student Worker	Outreach	07/01/09	\$ 8.00
Davis, Michael	Lab Aide	Math Learning Center	07/20/09	\$ 9.50
Dealy, Linda	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.50
Delfin - Peredia, David	Delivery Assistant	Instructional Media Ctr	07/01/09	\$ 8.00

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Devasiani, Tanya	Tutor	Tutorial Services	07/08/09	\$ 8.00
Diaz, Jessica	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Do, Duy	Tutor	Math Learning Center	07/09/09	\$ 9.00
		Business Administration . Information Services & Technology		
Dragomirovic, Zoran	Lab Aide	Technology	07/06/09	\$ 8.50
Edwards, Emily	Instructional Aide	Early Childhood Studies Instructional Media Center	07/01/09	\$ 9.25
Ferrel, Sarah	Data Entry Assistant	Instructional Media Center	07/01/09	\$ 8.00
Figuroa, Carlos	Delivery Assistant	Center	08/04/09	\$ 8.00
Flores, Rebecca	Lab Aide	English Writing Center	07/01/09	\$ 8.00
Foster, Andrew	Technical Assistant	Library	08/04/09	\$ 8.00
Garcia, Christina	Instructional Aide	Early Childhood Studies	07/09/09	\$ 8.00
Gill, Adam	Tutor	Math Learning Center	07/08/09	\$ 9.00
Gomez, Caroline	Lab Aide	English Writing Center	07/20/09	\$ 8.00
Gomez, Christina	Student Clerk	Health Services	07/27/09	\$ 8.00
Gonzales Constantino Jr.	Student Worker	Outreach	07/01/09	\$ 9.00
Gonzales, Hilda	Student Ambassador	Outreach	07/01/09	\$ 8.00
Halim, Cecilia	Student Worker	Outreach	07/01/09	\$ 8.00
Hazboun, Reem	Tutor	Tutorial Services	07/01/09	\$ 8.00
Hennebelle, Hollee	Office Assistant	Performing Arts / Dance	07/01/09	\$ 8.00
Hernandez, Mercielynd	Tutor	Tutorial Services	07/01/09	\$ 8.00
Hernandez, Mercielynd	Tutor	Tutorial Services	07/06/09	\$ 8.00
Hernandez, Vanessa	Instructional Aide	Early Childhood Studies	07/06/09	\$ 8.00
Ho, Tak On Ricky	Student Food Serv. Worker	Food Services	07/20/09	\$ 8.00
Holland, Stephanie	Journalism Assistant	Journalism	07/01/09	\$ 8.00
Hudson, Erin	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.00
Ittig, Kimberly	Tutor	Tutorial Services	07/08/09	\$ 8.50
Jackman, Nicholas	Student Ambassador	Outreach	07/01/09	\$ 8.00
Jeskey, Keith	Tutor	Tutorial Services	07/01/09	\$ 8.25
Johnson, Dominique	Tutor	Tutorial Services	07/01/09	\$ 8.00
Kacarab, Michael	Tutor	Tutorial Services	07/08/09	\$ 8.75
Karenina, Tania	Tutor	Tutorial Services International Student Center	07/01/09	\$ 8.00
Kim, Bichnarae	Student Worker	Center	07/01/09	\$ 8.00
Kyker, Kristin	Student Ambassador	Outreach	07/01/09	\$ 8.00
Lak, Johnathon	Student Food Serv. Worker	Food Services	07/01/09	\$ 8.50
Lane, Thomas	Lab Aide	English Writing Center	07/01/09	\$ 8.00
Leon, Abraham	Tutor	Tutorial Services	07/08/09	\$ 8.25

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Lesmono, Adria	Student Worker	International Student Center	07/01/09	\$ 8.00
Lim, Andrew	Delivery Assistant	Instructional Media Center	07/01/09	\$ 8.00
Lopez, Victoria	Student Ambassador	Outreach	07/06/09	\$ 8.00
Luna, Pamela	Student Ambassador	Outreach	07/01/09	\$ 8.00
Macias, Jessica	E-Text Transcriber	Disabled Student Services	07/06/09	\$ 10.25
Martinez, Monique	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.25
McFadden, Brian	E-Text Transcriber	Disabled Student Services	07/06/09	\$ 10.25
McKeon, Corrina	Circulation Assistant	Library	07/01/09	\$ 8.00
Meador, Lauren	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.75
Mendez, Beatriz	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Meshkin, Mahsa	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.25
Monterroso-Alvarado, Felix	Tutor	Tutorial Services	07/01/09	\$ 8.00
Montoya, Talia	Media Distribution Assist.	Instructional Media Center	07/01/09	\$ 8.00
Moore Jr., Corey	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Muema, Simon	College Student Attendant	College Safety & Police	07/01/09	\$ 8.00
Nasim, Nancy	Lab Aide	Business Administration . Information Services & Technology	07/06/09	\$ 8.50
Nguyen, Cassie	Data Entry Assistant	Instructional Media Center	07/01/09	\$ 8.00
Nguyen, Khai	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Omondi, Bryan	Student Worker	International Student Center	07/01/09	\$ 8.75
Ortiz, Wendy	Circulation Assistant	Library	07/01/09	\$ 8.00
Osnaya, Darby	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Owen, Andrane	Student Worker	Outreach	07/01/09	\$ 8.00
Padilla, Janett	Accommodation Aide	Disabled Student Services	07/01/09	\$ 8.00
Panoke, Joanna	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Parsons, Jay	Accommodation Aide	Disabled Student Services	07/06/09	\$ 8.00
Partida, Carrin	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Paschke, Joshua	Student Worker	Outreach	07/01/09	\$ 9.00
Patrick II, Paul	Student Ambassador	Outreach	07/01/09	\$ 8.00
Pivac, Christopher	Tutor	Tutorial Services	07/08/09	\$ 8.50

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Portugal, Guadalupe	Student Worker	Outreach	07/01/09	\$ 8.00
Pura, Ralph	Lab Aide	English Writing Center	07/06/09	\$ 8.00
		International Student		
		Center	07/01/09	\$ 8.00
Qin, Tianyuan	Student Worker	Center	07/01/09	\$ 8.00
Quiroz, Rene	Student Food Serv. Worker	Food Services	07/01/09	\$ 8.50
Ramirez, Gabriel	Student Worker	Outreach	07/01/09	\$ 8.00
Rath, Chanmakara	Tutor	Tutorial Services	07/08/09	\$ 8.25
Reavis, Aurora	Lab Aide	English Writing Center	07/06/09	\$ 8.00
Reid, Fredrick	College Student Attendant	College Safety & Police	07/20/09	\$ 8.00
		Instructional Media		
Reprieto, Adriana	Counter/Data Entry Assist.	Center	07/27/09	\$ 8.00
		Instructional Media		
		Center	07/01/09	\$ 9.00
Rocha, Sophia Del Carmen	Data Entry Assistant	Center	07/01/09	\$ 9.00
Rodriguez, Maria	Office Assistant	Math Learning Center	07/20/09	\$10.50
Rojas, Sandra	Student Food Serv. Worker	Food Services	07/01/09	\$ 8.00
Rollins, Michael	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.50
Rosas-Lopez, Sandra	Office Assistant	Math Learning Center	07/09/09	\$12.50
Sanchez, Nicholas	Student Worker	Outreach	07/01/09	\$ 8.00
		Information Systems &		
		Technology	07/01/09	\$ 8.50
Schulz, Teresia	Lab Aide	Technology	07/01/09	\$ 8.50
Serrato, Raymond	Lab Aide	English Writing Center	07/01/09	\$ 8.00
Siemieniewski, Paul	Lab Aide	English Writing Center	07/08/09	\$ 8.00
Smith, Burl	Tutor	Math Learning Center	07/09/09	\$ 9.00
Smith, Roderic	Midi Lab Monitor	Performing Arts / Music	07/27/09	\$ 8.00
Snyder, Evan	Tutor	Tutorial Services	07/27/09	\$ 8.25
Straine, Kameron	Lab Aide	English Writing Center	07/01/09	\$ 8.00
Strydom, Danelze	Tutor	Tutorial Services	07/08/09	\$ 8.50
Thackrah, Heather	Instructional Aide	Early Childhood Studies	07/09/09	\$ 8.00
Tippie, Zachary	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.50
Tom-Hoon, Tracy	Pilates Lab Assistant	Performing Arts / Dance	07/01/09	\$ 8.00
Tomlinson, Sarah	Student Assistant	Counseling	07/06/09	\$ 9.00
		Instructional Media		
Torres, Leonardo	IMC Assistant Trainee	Center	07/01/09	\$ 8.00
		Information Systems &		
		Technology	07/01/09	\$ 8.50
Varela, Kenneth	Lab Aide	Technology	07/01/09	\$ 8.50
Vazquez Rodriguez, Nereida	Upward Bound Tutor	Upward Bound	07/01/09	\$10.00
Vazquez, Erica	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.50
Vieyra, Margarita	Instructional Aide	Early Childhood Studies	07/01/09	\$ 8.25
Wan, Xin	Tutor	Tutorial Services	07/06/09	\$ 8.00
Wongsosaputro, Eric	Circulation Assistant	Library	07/01/09	\$ 8.00

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Wu, Chung Lin	Tutor	Tutorial Services	07/01/09	\$ 8.00
Wu, Zhihua	Tutor	Tutorial Services	07/08/09	\$ 8.00
Zepeda, Edward	Lab Aide	English Writing Center	07/01/09	\$ 8.00
Zepeda, Matthew	Receptionist	Math Learning Center	07/09/09	\$ 8.50

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
COMMUNITY SERVICE PROGRAM				
Fernandez, Maria	Instructional Assistant	Early Childhood Studies	07/23/09	\$ 8.25
McGrath, Sarah	Museum Assistant	UCR Museum of Photography Riverside County	07/20/09	\$ 8.50
Thao, Phoua	Student Office Assistant	Housing Authority Riverside County	08/05/09	\$ 8.50
Wayne, Chaka	Student Office Assistant	Housing Authority UCR Museum of Photography	07/15/09	\$ 8.50
Williamson, Kellie	Museum Assistant	Photography	07/16/09	\$ 8.50

MORENO VALLEY CAMPUS

Hayes, Heather	Student Worker	Counseling Customized Training	07/23/09	\$ 8.25
Napier, Napier	Office Assistant	Solutions Health, Human & Public Service / Human Services	07/29/09	\$ 8.00
Stonehill, Frances	Office Assistant	Assessment Center	07/15/09	\$ 8.75
Ventura, Manuel	Assessment Clerk		08/10/09	\$ 8.00

NORCO CAMPUS

Barbiera, Samantha	Office Assistant 1	Admissions & Records	07/29/09	\$ 9.00
Escobedo, Mario	Tutor	Tutorial Services	07/29/09	\$ 8.00
Fletcher, Paul	Accomadations Aide	DSP & S	07/15/09	\$ 8.00
Hennessey, Stephanie	Office Assistant 1	Admissions & Records	07/29/09	\$ 9.00
Hudgins, Katie	Office Assistant 1	Upward Bound/TRIO	07/02/09	\$ 10.25
Lizardi, Angel	Office Assistant 1	Admissions & Records	07/30/09	\$ 9.00
Lopez, Miguel	Office Assistant 1	Admissions & Records Library/Learning	07/29/09	\$ 9.00
Mares, Stephanie	Student Assistant	Resources	07/01/09	\$ 8.00
Mercado, Alejandro	Office Assistant	Career/Transfer Center	07/29/09	\$ 9.00

NORCO CAMPUS (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		Instructional Media Center		
Moran, Stephene	IMC Assistant Trainee	Center	07/15/09	\$ 8.00
Perez, Anel	Office Assistant	Career/Transfer Center	07/14/09	\$ 8.00
Roman, Perla	Tutor	Tutorial Services	07/30/09	\$ 8.50
Torres, Stephanie	Office Assistant 1	Assessment Center	07/14/09	\$ 9.00
		Library/Learning Resources		
Tyus, Jami	Student Assistant	Resources	07/27/09	\$ 8.00

RIVERSIDE CITY COLLEGE

		Business Administration / Ujima		
Alexander, Iyanna	Student Assistant	Ujima	07/08/09	\$ 9.00
Bascom, Zina	Office Assistant	Women's Track	07/01/09	\$ 8.50
		Physical Education / Men's Track		
Bonds Jr, Michael	Track & Field Clerk	Men's Track	07/27/09	\$ 8.00
		Physical Education / Men's Track		
Bryant, Giorgio	Track & Field Clerk	Men's Track	07/28/09	\$ 8.75
		Physical Education / Men's Basketball		
Buford, Donovan	Clerical / Maintenance	Men's Basketball	07/14/09	\$ 8.50
		Physical Education / Women's Basketball		
Calhoun, Taletha	Student Worker	Women's Basketball	07/29/09	\$ 8.00
Callier, Karryn	Student Assistant	Home Room	07/29/09	\$ 8.50
		Physical Education / Men's Basketball		
Caples, Travon	Clerical / Maintenance	Men's Basketball	07/14/09	\$ 8.25
Cardoza, Alfred	Student Ambassador	Outreach	07/20/09	\$ 8.00
Cisneros, Anthony	Student Assistant	Counseling	07/01/09	\$ 8.00
		Administrative Support Center / Mail Room		
Cloud, Paul	Student Clerk	Center / Mail Room	07/20/09	\$ 8.00
Coddington, Robert	Student Ambassador	Outreach	07/27/09	\$ 8.00
Corley, Katoya	Assistant to Director	Culinary Academy	07/09/09	\$ 8.00
		Physical Education / Women's Track		
Corley, Latoya	Office Assistant	Women's Track	07/08/09	\$ 8.50
		Administrative Support Center / Mail Room		
Corona, Monique	Student Clerk	Center / Mail Room	07/01/09	\$ 8.00
		Physical Education / Men's Track		
Curry, Tommy	Track & Field Worker	Men's Track	07/07/09	\$ 8.50
		Administrative Support Center / Mail Room		
Dease, Tonyisa	Student Clerk	Center / Mail Room	07/14/09	\$ 9.00
Dennis, Danielle	Assistant to Director	Culinary Academy	07/29/09	\$ 8.00
		Administrative Support Center / Mail Room		
Dodson, Jessika	Student Clerk	Center / Mail Room	07/01/09	\$ 8.00

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Dorton, Samera	Student Assistant	Student Employment Diversity & Human Resources	07/08/09	\$ 8.50
Fishel, Amy	Student Clerk	Resources	07/01/09	\$ 12.50
Flores, Jose	Art Gallery Attendant II	Art Gallery Diversity & Human	07/27/09	\$ 8.75
Flores, Roberto	Student Clerk	Resources	07/15/09	\$ 12.50
Foster, Rawsheta	Assistant to Director	Culinary Academy Physical Education /	07/08/09	\$ 8.75
Franklin, Lotolelei	Student Worker	Women's Basketball	07/29/09	\$ 8.00
Gonzalez, Yadira	Office Clerk	School of Nursing	07/08/09	\$ 9.00
Gorman, Thomas	Student Food Serv. Worker	Food Services Physical Education /	07/16/09	\$ 8.00
Hubbard, Shercoroa	Student Worker	Women's Basketball Physical Education /	07/29/09	\$ 8.00
Jablonsky, Nicole	Athletic Training Student	Athletic Training	07/01/09	\$ 8.00
Jimenez, Jessica	Office Assistant	Senior Citizen Education Student Financial	07/01/09	\$ 8.00
Jimenez, Sandra	Student Assistant	Services Physical Education /	07/01/09	\$ 8.50
Jones, Brittaney	Office Assistant	Women's Track	07/01/09	\$ 8.50
Juarez, Jessica	Student Assistant	Student Employment Physical Education /	07/27/09	\$ 8.50
Keene, Valerie	Student Worker	Women's Basketball	07/27/09	\$ 8.00
Larsen, Kenzie	Office Assistant	Senior Citizen Education	07/06/09	\$ 8.00
Leal, Yolanda	Student Worker	Community Education Applied Technology /	07/01/09	\$ 8.00
Leimel, Derek	Lab Aide II	Telecommunications	07/01/09	\$ 10.00
Lloyd, Jeremy	Office Clerk	School of Nursing Student Financial	07/15/09	\$ 9.00
Lozada, Audilia	Student Assistant	Services	07/06/09	\$ 8.50
Marin, Claudia	Assistant to Director	Culinary Academy Physical Education /	07/20/09	\$ 8.00
Martinez, Tanya	Office Assistant	Women's Track	07/09/09	\$ 8.50
Maulid, Merri	Office Assistant	Senior Citizen Education Applied Tech /	07/01/09	\$ 8.00
Meek, Yevette	Tool Room Assistant	Automotive Business Administration /	07/09/09	\$ 8.25
Mendez-Ramirez, Laura	Educational Assistant	Paralegal Administrative Support	07/01/09	\$ 10.50
Moon, Christina	Student Clerk	Center / Mail Room	07/01/09	\$ 9.50

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Moore, Catrina	Assessment Clerk	Assessment Center	07/01/09	\$ 9.00
Nielson, Sara	Office Assistant	Physical Education / Women's Track	07/14/09	\$ 8.50
Ortiz, Rafael	Student Assistant	Counseling	07/08/09	\$ 8.00
Overholt, Sara	Office Assistant	Physical Education / Women's Track	07/16/09	\$ 9.25
Oyebanji, Arianna	Student Worker	Physical Education / Women's Basketball	07/28/09	\$ 8.00
Parfitt, Joshua	Student Assistant	Counseling	07/01/09	\$ 8.00
Peggese, Jasmine	Track & Field Manager	Physical Education / Women's Track	07/28/09	\$ 8.50
Quezada, Wendy	Student Assistant	Student Financial Services	07/15/09	\$ 8.50
Quinones, Juliana	Music Librarian	Performing Arts / Music	07/22/09	\$ 9.00
Richeri, Natalia	Office Assistant	Physical Education / Women's Track	07/01/09	\$ 8.50
Robinson, Jalisa	Office Clerk	School of Nursing	07/15/09	\$ 8.50
Rodriguez, Rosalva	Student Assistant	Counseling	07/01/09	\$ 8.00
Ruiz, Luis	Athletic Training Student	Physical Education / Athletic Training	07/27/09	\$ 8.00
Rusk, Ronald	Track & Field Clerk	Physical Education / Men's Track	08/04/09	\$ 8.00
Sambrano, Nicole	Office Assistant	Physical Education / Women's Track	07/16/09	\$ 8.00
Sandoval, Christine	Student Worker	Community Education	07/20/09	\$ 8.25
Sawyer, Shawn	Clerical / Maintenance	Physical Education / Men's Basketball	07/21/09	\$ 8.50
Seluini, Lute	Student Worker	Physical Education / Women's Basketball	07/27/09	\$ 8.50
Showalter, Erica	Athletic Training Student	Physical Education / Athletic Training	07/16/09	\$ 8.00
Smith, Charles	Track & Field Worker	Physical Education / Men's Track	07/28/09	\$ 8.75
Stieh, Chandler	EOPS Clerk	EOPS	07/01/09	\$ 8.00
Torres, Ernest	Student Food Serv. Worker	Food Services	07/15/09	\$ 8.00
Toscano Jr., Rafael	Track & Field Clerk	Physical Education / Men's Track	07/27/09	\$ 9.00

RIVERSIDE CITY COLLEGE (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Walden, Christopher	Student Food Serv. Worker	Food Services	07/27/09	\$ 8.00
Wallace, Jason	Assistant to Director	Culinary Academy	07/14/09	\$ 8.00
Walters, Howard	Lab Aide	Applied Tech / Telecom	07/01/09	\$ 10.00
		Physical Education /		
Washington, Allison	Track & Field Manager	Women's Track	07/07/09	\$ 8.75
		Physical Education /		
Williams, Brean	Office Assistant	Women's Track	07/07/09	\$ 8.50
		Physical Education /		
Williams, Shonique	Student Worker	Women's Basketball	07/28/09	\$ 8.00
		Physical Education /		
Wills, Tiana	Office Assistant	Women's Track	07/16/09	\$ 8.25
Wilson, Jeremy	Office Clerk	School of Nursing	07/15/09	\$ 9.00
		Administrative Support		
Yum, Daniel	Student Clerk	Center / Copy Center	07/27/09	\$ 8.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: August 18, 2009

Subject: Purchase Order and Warrant Report – All District Resources

Background: The attached Purchase Order and Warrant Report – All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$20,661,058 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 141029-142767) totaling \$8,372,004 have been reviewed by the Business Office to verify that monies are available in the appropriate Resources for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$20,661,058 and District Warrant Claims totaling \$8,372,004.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases-All District Resources

\$76,700 and over

5/1/09 thru 5/31/09

PO Number	Department	Vendor	Description	Amount
C0002669	Facilities - Mo Val	TBP Architecture	Ben Clark Publick Safety Training Center	\$ 84,500
C0002667	HHPS - Mo Val	March Joint Powers Authority	Dental Lease Agreement	108,438
B0005774	Information Services - Mo Val	Western Data Enterprises, Inc	Repairs - Service	150,744
P0020818	Facilities	Board of Governors CA Community Cc	Plan Check Fees	163,458
C0002638	Facilities	Inland Inspections & Consulting	Riverside Aquatics Complex	190,030
B0006001	Human Resources	AMF Risk Management Solutions	Insurance	210,000
P0020501	Information Services	Datatel, Inc.	Computer Software Maint/Lic	256,290
			Total	\$1,163,460
			All Purchase Orders, Contracts, and Additions Under	
			<u>\$76,700 for the Period of 7/01/09 - 7/31/09</u>	
			Contracts- C2603 - C2670	1,383,272
			Contract Additions- C1211 - C2450	
			Purchase Orders- P20491 - P20875	1,283,603
			Purchase Order Additions- P18013 - P20490	
			Blanket Purchase Orders- B5281 - B6085	2,930,084
			Blanket Purchase Order Additions- None	
			Total	\$5,596,959
			Grand Total	\$6,760,419

Report of Purchases-All District Resources

\$76,700 and over

6/1/09 thru 6/30/09

PO Number	Department	Vendor	Description	Amount
C0002524	Administration & Finance	CW Driver	Construction Management Services	\$ 147,840
C0002526	Board of Trustees	Vavrinek, Trine, Day & Co, LLP	Audit Services	83,210
C0002557	Facilities - Norco	Hill Partnership, Inc	Design Svcs for Norco Secondary Effects	807,752
C0002560	Facilities Planning, Design & Constr	Tilden-Coil Constructors, Inc	CM for Seismic Retrofit	102,000
C0002561	Facilities Planning, Design & Constr	PSOMAS	Utility Infrastructure Study	468,785
C0002563	Facilities - Norco	Hill Partnership, Inc	Design Services Norco Operations Cntr	809,600
C0002596	Facilities - Norco	Premier Commercial Bank	Construction Contract	8,538,648
P0020181	Facilities - Norco	Raneco	Equip Additional \$5000 >	507,469
P0020465	Business Operations	Union Bank of California-Trustee	Other Benefits, Other CE Employees	452,376
				<u>\$11,917,680</u>
All Purchase Orders, Contracts, and Additions Under				
<u>\$76,700 for the Period of 6/01/09 - 6/31/09</u>				
			Contracts- C2521 - C2602	315,418
			Contract Additions- C1631 - C2451	
			Purchase Orders- P20066 - P20488	1,155,755
			Purchase Order Additions- P15195 - P20059	
			Blanket Purchase Orders- B5156 - B5261	511,786
			Blanket Purchase Order Additions- B3584 - B5096	
			Total	<u>\$1,982,959</u>
			Grand Total	<u><u>\$13,900,639</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: August 18, 2009

Subject: Award of Bid - Lion's Den Renovation, Moreno Valley

Background: On July 1, 2009 the District received five (5) bids in response to an Invitation for Bid solicitation for the Lion's Den Renovation project. The project includes a new covered patio area, new site drainage and concrete flatwork, new mechanical, electrical and plumbing systems as well as all interior finish work in the existing areas and new additions to the existing Food Service facility on the Moreno Valley campus as per the drawings and specifications. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Hinkley & Associates	Highland	\$1,392,000
PCM Construction Co., Inc.	Rancho Cucamonga	\$1,439,000
Mark Sauer Construction	Corona	\$1,540,000
Inland Building Construction	San Bernardino	\$1,560,000
Dalke and Sons Construction	Riverside	Non-Responsive

Staff recommends awarding the bid to Hinkley and Associates for the total bid amount of \$1,392,000. References for Hinkley and Associates were checked by Facilities Planning, Design and 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 a bid for the Lion's Den Renovation-Moreno Valley Campus in the total amount of \$1,392,000 to Hinkley and Associates 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

Reagan Romali
Vice President
Business Services, Moreno Valley

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-b

Date: August 18, 2009

Subject: Award of Bid - Lion's Den Renovation Interim Utilities, Moreno Valley

Background: On July 1, 2009 the District received five (5) bids in response to an Invitation for Bid solicitation for the Lion's Den Renovation Interim Utilities project. The project consists of furnishing and installing water and waste lines to a portable building being installed by the District on the Moreno Valley campus. Work will include installation of a sewer line, water line, site lighting, power and a three-compartment sink. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Sherman Construction	Moreno Valley	\$18,000
Dalke & Sons	Riverside	\$21,680
Van de Mortel Construction	Temecula	\$22,000
J. Glenna Construction, Inc.	Temecula	\$26,900
ABBCO Services, Inc.	Redlands	\$27,477

Staff recommends awarding the bid to Sherman Construction and Associates for the total bid amount of \$18,500. References for Sherman Construction and Associates were checked by Facilities Planning, Design and 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 a bid for the Lion's Den Renovation Interim Utilities project-Moreno Valley Campus in the total amount of \$18,500 to Sherman Construction 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

Reagan Romali
Vice President
Business Services, Moreno Valley

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: August 18, 2009

Subject: Award of Bid Ratification – Safety and Site 3rd Street Improvements, Norco

Background: On June 16, 2009 the Board of Trustees approve Measure “C” funding for this project in an amount not to exceed \$1.7 million, and approved the agreement with GKK Works to provide design services and preparation of bid specifications in the amount of \$43,950, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement and award the bids with bid awards to be brought to the Board for review and ratification at its August 2009 meeting.

On July 21, 2009 the District received fifteen (15) bids in response to an Invitation for Bid solicitation for the Safety and Site 3rd Street Improvements project. The project includes Construction of a new sidewalk on 3rd street, installation of a new horse path and fence. Construct new irrigation and landscaping along 3rd street as well as areas in front of the west end quad. The contractor will be responsible for the demolition and clearing of all existing trees, weeds brush and existing horse fence within the limits of work. Various utilities shall remain and be protected in place including existing street lighting, fire hydrants, drainage structures and other miscellaneous items. The scope shall also include the installation of new lighting along 3rd street and associated electrical. The bid results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Meadows Construction	Corona	\$ 849,653
Broughton Construction	Rancho Cucamonga	984,361
Mega Way Enterprises	Pomona	986,000
Dalke and Sons Construction	Riverside	989,650
Hinkley & Associates	Highland	993,399
Nature Tech Landscaping	Riverside	994,000
Laird Construction	Rancho Cucamonga	994,915
4-Con Engineering	Riverside	1,088,000
Conengr	Upland	1,097,000
Great West Contractors	Anaheim	1,108,000
Belaire-West Landscape	Buena Park	1,188,000
Southland Construction	Irvine	1,300,000
Fisher Inc.	San Bernardino	1,444,000
Elite Landscaping	Clovis	1,600,777
Hillcrest	Corona	Bid Pulled

Staff recommends awarding the bid to Meadows Construction for the total bid amount of \$849,653. References for Meadows Construction were checked by the Facilities Planning, Design and Construction staff and found to be satisfactory. This project will be funded from the approved Measure C budget.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-c

Date: August 18, 2009

Subject: Award of Bid Ratification - Safety and Site 3rd Street Improvements, Norco
(Continued)

Recommended Action: It is recommended that the Board of Trustees award a bid for the Safety and Site 3rd Street Improvements project, Norco Campus in the total amount of \$849,653 to Meadows Construction 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, Norco (formerly)

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-d

Date: August 18, 2009

Subject: Award of Bid Ratification – Safety and Site Improvements, Moreno Valley

Background: On June 16, 2009 the Board of Trustees approved Measure “C” funding for this project in the amount of \$900,000 and authorized the Vice Chancellor, Administration and Finance to award bids, with bid awards to be brought to the Board for review and ratification at its August 2009 meeting.

On July 22, 2009, the District received three (3) bids in response to an Invitation for Bid solicitation for the Safety and Site Improvements project. The project includes the removal and replacement of various finishes throughout facilities on the Moreno Valley Campus and the repair of the existing parking lot. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>	<u>Add Alt 2 Parking Lot</u>	<u>Total Bid</u>
Fata Construction	Riverside	\$ 738,330	\$175,000	\$ 913,330
Dalke and Sons	Riverside	948,480	192,000	1,140,480
Norse Corporation	Costa Mesa	1,181,604	145,000	1,326,604

Staff recommends awarding the bid to Fata Construction for the total bid amount of \$913,330. References for Fata Construction were checked by Facilities Planning, Design and Construction staff and found to be satisfactory. This project will be funded from the approved Measure C budget and the State Scheduled Maintenance allocation.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Safety and Site Improvements Project-Moreno Valley Campus in the total amount of \$913,330 to Fata Construction 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

Reagan Romali
Vice President
Business Services, Moreno Valley

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-e

Date: August 18, 2009

Subject: Award of Bid – Entry Way Upgrades, District Office

Background: On July 22, 2009 the District received six (6) bids in response to an Invitation for Bid solicitation for the Entry Way Upgrades-District Office. The project includes the removal and replacement of portions of the existing site finishes at the front entry of the District Office. The scope includes, but is not limited to, demolition, concrete curbs, gutters and planter walls, handrails, parking striping and signage, area lighting, and landscaping and irrigation. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Nature Tech Landscaping, Inc.	Riverside	\$ 47,900
Dalke and Sons Construction	Riverside	62,890
Above All Names	Rialto	64,440
Hinkley & Associates	Highland	72,000
Norse Corporation	Costa Mesa	106,507
Titanium Construction Group	Norwalk	Bid Rejected

Staff recommends awarding the bid to Nature Tech Landscaping, Inc. for the total bid amount of \$47,900. References for Nature Tech Landscaping, Inc. were checked by Facilities Planning, Design and Construction staff and found to be satisfactory. This project will be funded from the General Fund remodel budget.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Entry Way Upgrades-District Office in the total amount of \$47,900 to Nature Tech Landscaping, 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

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-f

Date: August 18, 2009

Subject: Award of Bid – Landis Auditorium Roof, Riverside

Background: On August 6, 2009, the District received twelve (12) bids in response to an Invitation for Bid solicitation for the Landis Auditorium Roof-Riverside. The project includes the installation of a mechanically-attached, single-ply PVC membrane including, but not limited to, gypsum barrier board, flashings, and other components to comprise a weather-tight roofing system. The roofing system shall comply with Factory Mutual (FM), Underwriters Laboratories (UL), California Building Code-Title 24, and the Roofing Manufacturer’s standard written and detail requirements. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Pacific Builders and Roofing	Fontana	\$183,580
Cabral Roofing	Montebello	188,031
Scholten Roofing	Mission Viejo	193,118
Alcal Arcade	Riverside	203,143
Anning-Johnson	City of Industry	206,800
Rey-Crest	Los Angeles	214,620
Best Contracting	Gardena	214,634
Vance & Associates	Anaheim	228,700
Solar Integrated	Los Angeles	232,000
Bligh Roof Co.	Santa Fe Springs	234,323
Eberhard	Van Nuys	247,631
Letner Roofing Co.	Orange	272,500

Staff recommends awarding the bid to Pacific Builders and Roofing for the total bid amount of \$183,580. References for Pacific Builders and Roofing were checked by the Facilities Planning, Design and Construction staff and found to be satisfactory. This project will be funded from a combination of Scheduled Maintenance funds and Measure C match.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Landis Auditorium Roof project in the total amount of \$183,580 to Pacific Builders and Roofing and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Gregory W. Gray
Chancellor

Prepared by: Norm Godin
Vice President, Business Services, Riverside

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-g

Date: August 18, 2009

Subject: Bid Rejection - Lion's Den Fixtures, Furniture & Equipment, Moreno Valley

Background: On July 1, 2009 the District received two (2) bids in response to an Invitation for Bid solicitation for the Lion's Den Fixtures, Furniture & Equipment project. The project includes the delivery, installation, and staging of all furniture, fixtures & equipment (FF& E) and kitchen appliances. The results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Total Bid</u>
Commercial Custom Seating	Garden Grove	\$533,407
Kamran & Company	Santa Barbara	412,205

Following review, staff recommends rejecting and re-bidding all of these bids and revising the specifications to clarify items to be listed on the bid for the Lion's Den Fixtures, Furniture & Equipment project.

Recommended Action: It is recommended that the Board of Trustees (1) reject all bids for the Lion's Den Fixtures, Furniture & Equipment Project-Moreno Valley Campus, and (2) authorize re-bidding after revising the specifications.

Gregory W. Gray
Chancellor

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

Reagan Romali
Vice President
Business Services, Moreno Valley

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: August 18, 2009

Subject: Out-of-State Travel

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

Revisions:

- 1) At the meeting of June 16, 2009, the Board of Trustees approved out-of state travel for Dr. Monte Perez, president, Moreno Valley Campus, to travel to New York City, New York and Washington, D.C., July 13-15, 2009, to attend meetings at Bard High School Early College in New York and Departments of Labor, Justice and Education in Washington, D.C. Estimated cost: \$2,510.00. Funding source: the general fund. The dates of travel, location, funding, and funding source changed as follows: Dr. Perez traveled to Washington, D.C., August 4-8, 2009, to attend meetings with staff at the Department of Education, and met with representatives from other offices. The funding source changed to the Science, Technology, Engineering and Math/College Cost Reduction and Access Act fund.

Current:

Moreno Valley Campus:

- 1) Mr. Mark Mitchell, Trittech small business development center director, to travel to Orlando, Florida, September 13-17, 2009, to attend the Association of Small Business Development Centers Annual Conference-Franklin Covey Orientation and Fast Trac Marketing Orientation. Estimated cost: \$2,405.00. Funding source: Small Business Administration Grant funds.
- 2) Dr. Monte Perez, president, Moreno Valley Campus, to travel to San Antonio, Texas, September 9-12, 2009, to attend the 28th Annual Conference, Council for Opportunity in Education. Estimated cost: \$2,350.00. Funding source: the general fund.
- 3) Ms. Reagan Romali, vice president, business services, to travel to Washington, D.C., September 21-22, 2009, to attend the National Association of College and University Business Officers Board of Directors Meeting. Estimated cost: \$878.75 (all costs to be reimbursed by National Association of College and University Business Officers). Funding source: the general fund.

Norco Campus:

None

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: August 18, 2009

Subject: Out-of-State Travel (continued)

Riverside City College:

- 1) Dr. Jami Brown, instructor, sociology, to travel to Florence, Italy, September 3-11, 2009, as a faculty member participating in the fall semester Study Abroad Program. There is no cost to the District.
- 2) Dr. Shelagh Camak, executive dean of workforce development and student support program, to travel to Philadelphia, Pennsylvania, September 1-4, 2009, to attend the 2009 Community Action Partnership Annual Convention-Community Action at 45: Keeping our Promise. Estimated cost: \$43.00 (Travel and airfare to be paid by Community Action Partnership). Funding source: the general fund.
- 3) Dr. Marie Colucci, associate professor, nursing, to travel to Philadelphia, Pennsylvania, September 22-26, 2009, to attend the National League for Nursing Educational Summit 2009. Estimated cost: \$1,992.00. Funding sources: \$200.00 from Health Resource Service Administration Grant funds; \$600.00 from Capacity Building Grant funds; and \$1,192.00 to be paid by the employee.
- 4) Dr. Dariush Haghghat, associate professor, political science, to travel to Hamburg, Germany, November 22-30, 2009, to attend the 11th Hamburg Model United Nations Conference 2009. Estimated cost: \$616.50. Funding source: the general fund.
- 5) Ms. Elizabeth Harvey, occupational education specialist, to travel to Atlanta, Georgia, September 29-October 4, 2009, to attend the National Career Pathways Network/Professional Development Tech Prep Career Pathways, Programs of Study, and Career Clusters. Estimated cost: \$2,550.00. Funding source: Tech Prep Grant.
- 6) Ms. Renee Kimberling, director, health services, to travel to Anniston, Alabama, September 8-12, 2009, to attend the Pandemic Influenza Planning and Preparedness. There is no cost to the District.
- 7) Ms. Wilma La Cava, associate professor, nursing, to travel to Phoenix, Arizona, October 28-November 1, 2009, to accompany twenty-four (24) student nurses attending the National Student Nurses' Association (NSNA) Mid-Year Conference as faculty advisor and to attend faculty educational sessions. Estimated cost: \$7,388.00. Funding source: \$1,166.00 from Perkins Grant funds and \$6,222.00 from the Student Nurses' Organization funds.
- 8) Dr. Marilyn Martinez-Flores, dean of academic support, to travel to Orlando, Florida, October 31-November 2, 2009, to attend the Hispanic Association of Colleges and Universities 23rd Annual Conference. Estimated cost: \$1,555.94. Funding source: Basic Skills funds.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: August 18, 2009

Subject: Out-of-State Travel (continued)

- 9) Ms. Dayna Mason, associate professor, art, to travel to Florence, Italy, September 3-11, 2009, as a faculty member participating in the fall semester Study Abroad Program. There is no cost to the District.
- 10) Mr. Kevin Mayse, associate professor, music, to travel to Vermillion, South Dakota and Raleigh, North Carolina, September 8-11, 2009, to attend the New Sousa Band Tour. There is no cost to the district.
- 11) Ms. Tara McCarthy, educational advisor, to travel to Orlando, Florida, October 31-November 2, 2009, to attend the Hispanic Association of Colleges and Universities 23rd Annual Conference. Estimated cost: \$1,505.94. Funding source: Basic Skills funds.
- 12) Mr. Clifford Ruth, instructor, speech communication, to travel to Chicago, Illinois, November 12-15, 2009, to attend the National Communication Association Annual Convention. Estimated cost: \$1,754.48. Funding source: Basic Skills Funds.
- 13) Ms. Aya Saito, international students and programs specialist, to travel to Tokyo, Nagoya, Kyoto, Osaka, Japan, September 21-30, 2009, to attend the Institute for International Education Fair/International Student Recruitment Trip. Estimated cost: \$4,968.75. (Registration Fee: \$2,200.00). Funding source: the general fund (scouting funds)
- 14) Dr. Ward Schinke, associate professor, to travel to Hamburg, Germany, November 22-30, 2009, to accompany ten (10) students participating in the 11th Hamburg Model United Nations Conference 2009. Estimated cost: \$18,761.00. Funding source: the general fund.

Riverside Community College District:

None

Gregory W. Gray
Chancellor

Prepared by: Kathy Tizcareno
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: August 18, 2009

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

Background: On September 11, 2007, the Board of Trustees delegated authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$76,700. The attached listing of contracts and agreements under \$76,700 requested by campus and District staff, have been reviewed, and verification 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 years 2008-2009 & 2009-2010. These contracts and agreements have been executed pursuant to the Boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$1,206,713.

Gregory W. Gray
Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Resources
 \$76,700 and Under
 6/01/09 thru 6/30/09

PO#	Department	Vendor	Business Location	Description	Amount
C0002521	Workforce Preparation	City of Moreno Valley	Moreno Valley, CA	Facility Use	\$ 1,914
C0002522	Business Operations	Braymer, Patricia	Riverside, CA	Consulting Services	7,500
C0002523	Information Services	Higginson+Carozian Architects, Inc	Redlands, CA	Design Services	3,250
C0002525	Community & Economic Develop	Umanageit & Associates	Riverside, CA	Course Development	250
C0002527	Community & Economic Develop	Image IV Systems, Inc.	Burbank, CA	Maintenance Agreement	720
C0002528	Communications & Web Development	Kuiver, LLC	Corona, CA	Consulting Services	20,000
C0002529	Dean of Instruction - Nor	Sinclair Community College	Dayton, OH	Meeting Costs	3,000
C0002530	Health Sciences Programs - Mo Val	Kozonis, Lynda	Moreno Valley, CA	Mentoring Service	660
C0002531	Health Sciences Programs - Mo Val	Kelly, Kayla	Perris, CA	Mentoring Service	600
C0002532	Health Sciences Programs - Mo Val	Herrera, Marylou	Lake Elsinore, CA	Mentoring Service	660
C0002533	Health Sciences Programs - Mo Val	Lockard, Shannon	Riverside, CA	Mentoring Service	660
C0002534	Health Sciences Programs - Mo Val	Awesome, Vandar	Perris, CA	Mentoring Service	720
C0002535	Health Sciences Programs - Mo Val	Aleman, Lissete A	Riverside, CA	Mentoring Service	960
C0002536	Health Sciences Programs - Mo Val	Beach, Anna Marie	Riverside, CA	Mentoring Service	780
C0002537	Health Sciences Programs - Mo Val	Radcliffe, Gerald	Perris, CA	Mentoring Service	960
C0002538	Health Sciences Programs - Mo Val	Savoy, Amelia Leonora	Riverside, CA	Mentoring Service	600
C0002539	Health Sciences Programs - Mo Val	Atkins, Tanaya	Perris, CA	Mentoring Service	480
C0002540	Health Sciences Programs - Mo Val	Edgerson, Dana	Moreno Valley, CA	Mentoring Service	660
C0002541	Health Sciences Programs - Mo Val	Garza, Jacalyn	Riverside, CA	Mentoring Service	720
C0002542	Health Sciences Programs - Mo Val	Awesome, Zena	Perris, CA	Mentoring Service	600
C0002543	Health Sciences Programs - Mo Val	Garcia, Patricia	Norco, CA	Mentoring Service	840
C0002544	Health Sciences Programs - Mo Val	Be, Jennifer	Moreno Valley, CA	Mentoring Service	840
C0002545	Health Sciences Programs - Mo Val	Hughes, Nichelle	Moreno Valley, CA	Mentoring Service	780
C0002546	Health Sciences Programs - Mo Val	Plamondon, Angela M	Moreno Valley, CA	Mentoring Service	480
C0002547	Health Sciences Programs - Mo Val	Holloway, Jr, William	Moreno Valley, CA	Mentoring Service	600
C0002548	Health Sciences Programs - Mo Val	Moses, Tenaya	Moreno Valley, CA	Mentoring Service	780
C0002549	Health Sciences Programs - Mo Val	Ortega, Rosa	Moreno Valley, CA	Mentoring Service	480
C0002550	Health Sciences Programs - Mo Val	Carey, Diane Z	Riverside, CA	Mentoring Service	480
C0002551	Health Sciences Programs - Mo Val	Jimenez, Sandra V	Moreno Valley, CA	Mentoring Service	420
C0002552	Health Sciences Programs - Mo Val	Brown, Jr, Travis	Corona, CA	Mentoring Service	600
C0002553	Health Sciences Programs - Mo Val	Canal, Rosa	Moreno Valley, CA	Mentoring Service	600
C0002554	Health Sciences Programs - Mo Val	Gonzales, Amanda	Moreno Valley, CA	Mentoring Service	528
C0002555	Health Sciences Programs - Mo Val	Rivas, Dora	Riverside, CA	Mentoring Service	660
C0002556	Health Sciences Programs - Mo Val	Thomas, Andrea	Moreno Valley, CA	Mentoring Service	561
C0002558	Community & Senior Citizen Ed	Simonsen, Nan	Riverside, CA	Presenter	700
C0002559	Community & Senior Citizen Ed	Burl House, the	Riverside, CA	Presenter	350
C0002562	Workforce Preparation	Vargas, Vidal	Bloomington, CA	Musical Entertainment	660
C0002564	Health Sciences Programs - Mo Val	Smith, Melinda	Moreno Valley, CA	Mentoring Service	600
C0002565	Health Sciences Programs - Mo Val	Covarrubias, Jazmin	Perris, CA	Mentoring Service	240
C0002566	Health Sciences Programs - Mo Val	Urquiza, Steven	Riverside, CA	Mentoring Service	720
C0002567	Health Sciences Programs - Mo Val	Cotton, Monique Q	Ontario, CA	Mentoring Service	660
C0002568	Health Sciences Programs - Mo Val	Stift, Tiffany M	Rialto, CA	Mentoring Service	660
C0002569	Health Sciences Programs - Mo Val	Arroyo, Johnnie	Moreno Valley, CA	Mentoring Service	660

Contracts and Agreements Report-All District Resources
 \$76,700 and Under
 6/01/09 thru 6/30/09

PO#	Department	Vendor	Business Location	Description	Amount
C0002570	Health Sciences Programs - Mo Val	Lopez, Belen Rachel	Nuevo, CA	Mentoring Service	720
C0002571	Health Sciences Programs - Mo Val	Ramirez, Adriana Michelle	Moreno Valley, CA	Mentoring Service	480
C0002572	Health Sciences Programs - Mo Val	Tran, Thu Anh	Corona, CA	Mentoring Service	960
C0002573	Health Sciences Programs - Mo Val	Mustafa, Tammam	Fontana, CA	Mentoring Service	600
C0002574	Health Sciences Programs - Mo Val	Steen, Cherie	Moreno Valley, CA	Mentoring Service	660
C0002575	Health Sciences Programs - Mo Val	Hoffman, Vivian	Moreno Valley, CA	Mentoring Service	720
C0002576	Health Sciences Programs - Mo Val	Schur, Rachel	Corona, CA	Mentoring Service	660
C0002577	Health Sciences Programs - Mo Val	Villalobos, Marina	Riverside, CA	Mentoring Service	480
C0002578	Health Sciences Programs - Mo Val	Robles, Jr, Ishmael	Riverside, CA	Mentoring Service	324
C0002579	Health Sciences Programs - Mo Val	Terry, Rhonda	Moreno Valley, CA	Mentoring Service	432
C0002580	Health Sciences Programs - Mo Val	Vang, Janet	Moreno Valley, CA	Mentoring Service	660
C0002581	Health Sciences Programs - Mo Val	Rivera, Jody	Moreno Valley, CA	Mentoring Service	660
C0002582	Health Sciences Programs - Mo Val	Alvarez, Martha	Riverside, CA	Mentoring Service	600
C0002583	Health Sciences Programs - Mo Val	Torres, Laura	Moreno Valley, CA	Mentoring Service	600
C0002584	Health Sciences Programs - Mo Val	Ruiz, Adriana	Moreno Valley, CA	Mentoring Service	432
C0002585	Health Sciences Programs - Mo Val	Davis, Kia	Moreno Valley, CA	Mentoring Service	384
C0002586	Health Sciences Programs - Mo Val	Miranda, Beatriz	Colton, CA	Mentoring Service	660
C0002587	Health Sciences Programs - Mo Val	Ramos, Jasmine	Moreno Valley, CA	Mentoring Service	600
C0002588	Health Sciences Programs - Mo Val	Murray, Mercedes	Perris, CA	Mentoring Service	660
C0002589	Health Sciences Programs - Mo Val	Lopez, Tabitha	Hemet, CA	Mentoring Service	600
C0002590	Health Sciences Programs - Mo Val	Greeley, Charlotte	Riverside, CA	Mentoring Service	660
C0002591	Health Sciences Programs - Mo Val	Dial, Karena	Moreno Valley, CA	Mentoring Service	600
C0002592	Health Sciences Programs - Mo Val	Thompson, Linda E	Corona, CA	Mentoring Service	600
C0002593	Academic Affairs	CCSHP-NPMC	Riverside, CA	Rent	605
C0002594	Workforce Preparation	Bracy, Kevin	Elk Grove, CA	Guest Speaker	500
C0002595	Community & Economic Develop	ERS Consulting Services	Rancho Cucamonga, CA	Training	10,600
C0002597	President	Riverside Marriott	Riverside, CA	Facility Use	1,167
C0002598	Library	Spinitar	Carlsbad, CA	Maintenance Agreement	9,907
C0002599	Customized Solutions	Nesbitt, Thomas	Riverside, CA	Training	1,050
C0002600	Community & Senior Citizen Ed	California Mind Institute	La Quinta, CA	Professional Services	963
C0002601	Library	Community College League of Ca	Sacramento, CA	Licence Agreement	922
C0002602	Academy / Criminal Services	Corona - Norco Unified School Dist.	Norco, CA	Facility Use	2,400
N/A	Community Education	Distance Learning Company	Santa Rosa, CA	Online Courses	No Cost
N/A	Career & Technical Programs	Digidesign	Daly City, CA	ProTools Certification	No Cost
N/A	Physician's Assistant	Office of Statewide Health Planning	Sacramento, CA	Faculty Position Grant	No Cost
N/A	HHPS	Pioneers Memorial Hospital	Brawley, CA	Clinical Training	No Cost
N/A	Nursing	American Data Bank	Denver, CO	Background & Drug Screening	No Cost
N/A	Student Financial Services	City of Riverside	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	The Growing Place	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	County of Riverside Housing Authority	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	UCR Arts Block	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	City of Riverside	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	County of Riverside Housing Authority	Riverside, CA	Off-Campus Student Employment	No Cost

Contracts and Agreements Report-All District Resources
\$76,700 and Under
6/01/09 thru 6/30/09

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Student Financial Services	UCR Arts Block	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	Moreno Valley Unified School District	Riverside, CA	Off-Campus Student Employment	No Cost
N/A	Student Financial Services	Corona Norco Unified School District	Corona, CA	Off-Campus Student Employment	No Cost
N/A	Nursing	Western Governors University	Salt Lake City, UT	Provide Skills & Simulation Labs	No Cost
N/A	Nursing	Office of Statewide Health Planning	Sacramento, CA	Clinical Experience	No Cost
N/A	Workforce Development	Riverside Gateway to College	Riverside, CA	Operational Funds	No Cost
N/A	Workforce Development	Riverside County Economic Develop	Riverside, CA	Work Opportunities for Foster Youth	No Cost
Additions to Approved/Ratify Contracts of \$76,700 and Under					
C0001707	FPD&C	WCS/CA	Rancho, Cordova, CA	Extension of Dates to 6/30/09	No Cost
C0001708	FPD&C	Patricia Garcia	Rialto, CA	Extension of Dates to 6/30/09	No Cost
C0001709	Facilities - Nor	Borg Pacific Inc	Highland, CA	DSA Inspection Serv.Norco PIII	52,250
C0001711	FPD&C	Information Technology Solutions	Yucca Valley, CA	Extension of Dates to 12/31/09	No Cost
C0001900	Facilities - Mo Val	Hinkley and Associates, Inc	Highland, CA	District Modular Projects	68,000
C0002000	Administration & Finance	Magnon Property Management	Riverside, CA	Property Management	16,109
C0002039	Board of Trustees	Best, Best & Krieger	Riverside, CA	Legal Services	20,000
C0002091	Facilities	AMP Mechanical, Inc.	Costa Mesa, CA	Repairs - Service	3,000
C0002134	Campus Police	City of Inglewood	Inglewood, CA	Citation Processing	26,789
C0002136	Facilities	Amtech Elevator Services	Anaheim, CA	Repairs - Service	340
C0002148	Food Services	Provider Contract Food Service LLC	Riverside, CA	Consulting Services	1,540
C0002151	Workforce Preparation	Crain, Dan	San Bernardino, CA	Lecturer	225
C0002164	Health Services - Mo Val	Psychological Services Clinic	Loma Lima, CA	Psychological Services	50
C0002200	Workforce Preparation	Samano, Teresa	Hemet, CA	Lecturer	175
C0002412	Applied Technology	Riverside County Economic Develop Agency	Costa Mesa, CA	Culinary Lease	3,181
C0002435	Board of Trustees	Jones & Mayer	Fullerton, CA	Legal Services	2,000
C0002451	Board of Trustees	Gresham Savage Nolan & Tilden, APC	San Bernardino, CA	Legal Services	20,000
N/A	Nursing	Riverside Community Hospital	Riverside, CA	Amend-Background & Drug Test	No Cost
N/A	Nursing	Riverside Community Hospital	Riverside, CA	Amend-Allow Student Observation	No Cost
N/A	Customized Solutions	College of the Desert	Palm Desert, CA	Amend-Additional Funding \$9492	No Cost
N/A	Grant and Contract Services	Sinclair Community College	Dayton, OH	Amend-Line Items	No Cost
N/A	Printing & Graphics Center	Konica Minolta	San Bernardino, CA	Copier Replacement	No Cost
Total					\$315,418

Contracts and Agreements Report-All District Resources
 \$76,700 and under
 7/1/09 thru 7/31/09

PO Number	Department	Vendor	City	Description	Amount
C0002603	Life Sciences	Steris Corporation	Erie, PA	Preventive Maintenance	\$ 4,743
C0002604	Performing Arts	Music Theatre International	New York, NY	License " Full Monty"	1,455
C0002605	Human Resources	Liebert Cassidy Whitmore	Los Angeles, CA	Consulting Services	2,500
C0002606	Institutional Research	Board of Governors California Communit	Sacramento, CA	Reporting Requirements	3,900
C0002607	Administration & Finance	Murdock, Walrath & Holmes	Sacramento, CA	Lobbying Services	31,700
C0002608	Human Resources	Rise - ASL Interpreters	Hemet, CA	Interpreting	300
C0002609	Health Services	Loma Linda Univ Medical Center	Loma Linda, CA	Physician Services	49,500
C0002610	Administration & Finance	Capitol Alliance Consulting, LLC	Newport Beach, CA	Consulting Services	75,000
C0002611	Board of Trustees	Best, Best & Krieger	Riverside, CA	Legal Services	75,000
C0002612	Board of Trustees	Burke, Williams and Sorensen Llp	Los Angeles, CA	Legal Services	3,500
C0002613	Board of Trustees	Liebert Cassidy Whitmore	Los Angeles, CA	Legal Services	20,000
C0002614	Performance Riverside	BRB Hayden Loop LLC	Irvine, CA	Storage Unit Rental	21,415
C0002615	Board of Trustees	Jones & Mayer	Fullerton, CA	Legal Services	7,500
C0002616	Board of Trustees	Gresham Savage Nolan & Tilden, Apc	San Bernardino, CA	Legal Services	50,000
C0002617	President - Nor	Oce Financial Services / Leases	Chicago, IL	Rents and Leases	15,000
C0002618	Facilities	Orkin, Inc.	Colton, CA	Pest Control	13,356
C0002619	Performance Riverside	Theatrical Rights Worldwide	New York, NY	License "All Shook Up"	3,500
C0002620	Information Services	Secure Content Solutions, Inc.	Santa Ana, CA	License Anti-Virus	47,404
C0002621	Facilities	Psomas	Riverside, CA	Conceptual Parking Studies	9,260
C0002622	Business Operations - Riverside	MIG, Inc.	Pasadena, CA	Professional Services	10,220
C0002623	HHPS - Mo Val	Riverside Faculty Medical Group	Moreno Valley, CA	Consulting Services	17,000
C0002624	HHPS - Mo Val	Vaezazizi, Reza	Temecula, CA	Consulting Services	17,000
C0002625	Physical Science	Spitz, Inc.	Chadds Ford, PA	Preventative Maintenance	7,725
C0002626	Academic Affairs	Project Lead the Way, Inc.	Clifton Park, NY	Coursework	5,000
C0002627	Customized Solutions	Nesbitt, Thomas	Riverside, CA	Training	450
C0002628	Business Operations - Riverside	Braymer, Patricia	Riverside, CA	VPBS Transition/Recruitment	22,500
C0002629	Board of Trustees	Collopy Investigations	Riverside, CA	Investigative Services	20,000
C0002630	Food Services	Provider Contract Food Service LLC	Riverside, CA	Consulting Services	70,000
C0002631	Performance Riverside	California Theatre Center	Sunnyvale, CA	Performance "Miss Nelson is Missing	6,250
C0002632	HHPS - Mo Val	Thermal Combustion Innovators, Inc.	Colton, CA	Medical Waste Pick Up Services	733
C0002633	Customized Solutions	Gereau, Servando	Redlands, CA	Training	2,000
C0002634	Customized Solutions	Computrax, Inc	Alta Loma, CA	Training	638
C0002635	Early Childhood Studies	Riverside County	Riverside, CA	Medi-Cal Services	4,334
C0002636	Mathematics	Konica Minolta Business Solutions	San Bernardino, CA	Lease Agreement	684
C0002637	VTEA	County of San Bernardino	San Bernardino, CA	Reimbursement	19,245
C0002639	Grants & Contract Services	Ecivis, LLC	Pasadena, CA	Service Agreement	5,000

Contracts and Agreements Report-All District Resources
 \$76,700 and under
 7/1/09 thru 7/31/09

PO Number	Department	Vendor	City	Description	Amount
C0002640	Public Affairs & Institutional Advncmnt	Regus, Margaret Elaine	San Dimas, CA	Media Services	20,000
C0002641	Board of Trustees	Thompson & Colegate Llp	Riverside, CA	Legal Services	10,000
C0002642	Board of Trustees	Atkinson, Andelson, Loya, Ruud	Cerritos, CA	Legal Services	20,000
C0002643	Facilities - Mo Val	Richard Sherman Construction	Temecula, CA	MV Lions Den Trailer Utilities	18,500
C0002644	Facilities - Nor	Fata Construction & Development	Riverside, CA	Norco Wall Covering Removal	73,430
C0002645	Administrative Support Center	Oce Financial Services / Leases	Chicago, IL	Copter Lease Agreement	65,880
C0002646	Food Services - Mo Val	Williams Scotsman, Inc	Riverside, CA	Trailer for MV Food Servc	23,970
C0002647	Library - Mo Val	3M Customer Service	St Paul, MN	Security System Maintenance	2,327
C0002648	Health Sciences Programs - Mo Val	Adame, James	Yucaipa, CA	Consulting Services	48,000
C0002649	Customized Solutions	Global Learning Partners, Inc.	Corona, CA	Training	750
C0002650	Community & Senior Citizen Ed	Spiers, John Wiley	Mercer Island, WA	Presenter	500
C0002651	Community & Senior Citizen Ed	W.I.T.S.	Virginia Beach, VA	Fitness Training Class	5,000
C0002652	Community & Senior Citizen Ed	Edwards, Nancy F.	Riverside, CA	Presenter	1,000
C0002653	Community & Senior Citizen Ed	National Capital Funding	Laguna Beach, CA	Presenter	500
C0002654	Community & Senior Citizen Ed	Soft-Train	Laguna Beach, CA	Presenter	3,000
C0002655	Community & Senior Citizen Ed	Trust Auto Sales	Laguna Beach, CA	Presenter	5,000
C0002656	Community & Senior Citizen Ed	Rounds, Miller and Associates	Lake Elsinore, CA	Presenter	1,000
C0002657	Community & Senior Citizen Ed	Nicholson, Kellie R	Ranchopalosverdes, CA	Presenter	2,000
C0002658	Community & Senior Citizen Ed	Education to Go	Sherman Oaks, CA	Presenter	5,000
C0002659	Community & Senior Citizen Ed	Terry S Rowen, Inc.	Temecula, CA	Presenter	5,000
C0002660	Community & Senior Citizen Ed	Voices for All, LLC	Folsom, CA	Presenter	5,000
C0002661	Facilities - Mo Val	Steinberg Architects	Ballston Lake, NY	Presenter	1,000
C0002662	VTEA	Palo Verde Community College	San Jose, CA	Design Services MV Science Lab	75,000
C0002663	VTEA	Riverside County Office of Ed	Blythe, CA	Tech Prep Programs	6,800
C0002664	Community & Senior Citizen Ed	Riverside Unified School District	Riverside, CA	Tech Prep Programs	11,425
C0002665	VTEA	Copper Mountain College	Riverside, CA	Facility Rental	3,000
C0002666	VTEA	Colton Redlands Yucaipa ROP	Joshua Tree, CA	Tech Prep Programs	4,800
C0002668	Facilities - Nor	GKK Works	Redlands, CA	Tech Prep Programs	11,425
C0002670	Applied Technology	Micros System	Irvine, CA	Norco Safety & Site Improvements	43,950
N/A	International Students	Foundation for California CC	Huntington Beach, CA	Maintenance	2,082
N/A	Economic Development	Cal State Fullerton	Sacramento, CA	Support Egyptian Students	No Cost
N/A	Nursing	Cal State University, Dominguez Hills	Fullerton, CA	Subcontract Agreement	No Cost
		Additions to Approved/Ratify Contracts of \$76,700 and Under	Carson, CA	Practical Experience Nursing Student:	No Cost
C1916	Facilities & Planning	Security by Design, Inc	Pacheco, CA	Extension of Dates	No Cost
N/A	Culinary Academy	Blue Mountain Two, LP	Irvine, CA	Amends Mediation Clause	No Cost
C0001211	Facilities & Planning	KCT Consultants, Inc.	Riverside, CA	Civil Engineering Services	34,640
C0001916	Facilities - Nor	Security By Design	LaFayette, CA	Security Consulting Services	30,152

Contracts and Agreements Report-All District Resources

\$76,700 and under

7/1/09 thru 7/31/09

PO Number	Department	Vendor	City	Description	Amount
C0002000	Administration & Finance	Magnon Property Management	Riverside, CA	Property Management	67,085
C0002134	Campus Police - Nor	City of Inglewood	Inglewood, CA	Citation Processing	69,455
C0002140	Open Campus	Acorn Technology Corporation	Riverside, CA	Datacenter Colocation	14,352
C0002412	Applied Technology	Riverside County Economic Development	Riverside, CA	Culinary Lease	45,440
C0002450	Institutional Effectiveness	Acorn Technology Corporation	Riverside, CA	Maintenance Services	8,000
				Total	<u>\$1,383,275</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-b

Date: August 18, 2009

Subject: Agreement with the Riverside County Superintendent of Schools

Background: Attached for the Board's review and consideration is a continuing agreement between Riverside Community College District and the Riverside County Superintendent of Schools (RCSS) to provide the District with information technology support services related to RCSS's Galaxy System. The District uses the Galaxy System to process purchase orders, payroll, accounts payable, accounts receivable, and risk management transactions. In addition, the Galaxy System is used for position control; to prepare and monitor the District's budget; and fiscal reporting. The term of the agreement is from July 1, 2009 through June 30, 2010. The fee for this service is based on the District's Full-Time Equivalent Student (FTES) count measured at the first principal apportionment date.

During fiscal year 2008-2009, RCSS formed the Galaxy Development Council consisting of representatives from various K-12 and Community Colleges within Riverside County. The purpose of the Council is to prioritize and fund enhancements to the Galaxy operating system. The District is represented on this committee by Vice Chancellors Jim Buysse and Melissa Kane. The Galaxy Development Council approved two projects for FY 2009-2010: 1) Electronic Timekeeping Study and, 2) End User Reporting Project. The District's share of cost for these two projects will be approximately \$48,000.

The total estimated cost for this contract for FY 2009-2010, including development costs, will be approximately \$167,000. Funding Source: General Operating - Unrestricted (Fund 11, Resource 1000).

Recommended Action: It is recommended that the Board of Trustees approve the agreement between Riverside Community College District and the Riverside County Superintendent of Schools for the period July 1, 2009 through June 30, 2010 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

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

RIVERSIDE COUNTY OFFICE OF EDUCATION
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

AGREEMENT FOR INFORMATION SYSTEMS SUPPORT

This Agreement, effective **July 1, 2009**, is entered into by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the "SUPERINTENDENT," and the **Riverside Community College District**, hereinafter referred to as the "DISTRICT";

WITNESSETH:

The SUPERINTENDENT agrees to provide **Information Systems Support** services for the DISTRICT as follows:

Standard Galaxy Support

- Service Desk Support
 - Adding, changes and deleting screens and users: Certification of special process to authorize Board Approved users the Approval for Claims Payment and Approve Final Payroll screens.
 - Software Installation Support
 - Incident & Request for Change processing:
 - Mass updates requests
 - Special DB query requests
 - Special request reports
 - Ongoing production reports support:
 - Notification of new reports and changes/enhancements to existing reports
 - Responsible for the distribution of the district's daily, weekly, payroll, monthly, quarterly, yearly and year end reports based on established schedules.
 - Create and distribute PDF and/or Excel report files for any requested financial reports and the scheduled Monthly Ledgers and Electronic versions of Payroll Reports.
 - Scheduling of Crystal & Actuate Reports and district report requests.
 - Requests for New Report Development.
 - Deployment of New Reports
 - Requests for replacement W2, pay stub and direct deposits.
 - Request for the Retro Pay Calculation Reports, coordinate with the Crystal reports developer.
 - Request for the Pay Frequency/Mismatch Payroll Periods query, coordinate with the Development Staff.
 - Request for the Accrual Reconciliation & Accrual Exception Reports, coordinate with the Crystal reports developer.
 - Request for the Classified Service Seniority List
- Special File Transfer Processing:
 - Process Batch Claim Files
 - Payroll direct deposit file processing
 - Credit Union File Transfer Processing
- Galaxy Maintenance, standard bug fixes, and minor enhancements.
- Galaxy Support website and User Group Meetings

Report Processing and Distribution

- Continual Maintenance of 304 Actuate Reports
- Development of new countywide Reports
- Maintenance of servers, software and licensing as related to reports
- Printing and distribution of reports, via electronic mode (pdf, excel, etc) or paper
- Processing and Printing of Payroll & Commercial Warrants, Direct Deposit Stubs, W-2, 1099 Processing and Warrant Registers

Standard RCOE Training Support

- Galaxy, OneSource and Zangle Training
- Specialized training upon request
 - Executive style
 - One-on-one End User training
- Provide End User Documentation for Galaxy, OneSource and Zangle
 - System Manuals
 - System Enhancement Training Documents
- Deployment of new system modules for all supported applications

Office Automation training

Standard Retirement Reporting and Support

- STRS Monthly
- PERS Monthly

Optional Services

Optional/Additional services and/or products may be purchased at the discretion of the DISTRICT on a time and material basis according to this chart to be invoiced separately:

Custom/Advanced Reports Development	\$65.00/Hour
Custom/Advanced Data Extracts (Time Duration more than one hour)	\$65.00/Hour
Custom Advanced Mass Data Updates (Time Duration more than one hour)	\$65.00/Hour
Direct Deposit	\$.04/transaction
Report Card Forms	\$.05/Form
Report Card Processing (Including Printing, Folding, Stuffing)	\$0.12/Form
Period Attendance Forms	.06/Form
Postage (Performed as a service at the USPS Rate as of Mailing + Han)	\$0.45/Piece
Training Only (Galaxy, Purchasing, Zangle)	Included
Office Automation Training with Certification (1 to 9 participants)	\$100.00/participant
Office Automation Training without Certification (1 to 9 participants)	\$65.00/participant
Group (10 or more participants) Office Automation Training with Certification	\$90.00/participant
Group (10 or more participants) Office Automation Training without Certification	\$55.00/participant
OneSource Additional Power User License Support	\$432.82/License
OneSource Liaison User License Support	\$284.82/License
OneSource Web User Requisitioner License Support	\$65.16/Named User
AFDC Extract	\$134.07/Extract
Other System and Network Services Support/Business Continuity & Disaster Recovery. (See description below)	Cost to be determined by services needed

Description of Other System and Network Services Support

- Provisioning of the RCOE Data Center as a Business Continuity and Disaster Recovery site through the use of either virtual server services or conventional hosted server and storage services. If hosted server services, districts have to purchase nothing – all costs are accrued

monthly and are determined by total CPU equivalents, storage units and processing functions. Please contact DPNS for details.

- Secondary and/or tertiary DNS support.
 - Automatic backups of configuration files, hardware details and versioning of these backups such that a cumulative history of all network devices placed on these schedules can be viewed via secure web pages. This facility is extremely useful for seeing when changes were made to district boundary routers/Layer III switches and/or firewalls, and stable, running configurations can be reloaded in case of disaster or error. Please contact DPNS for details.
 - Provisioning of customized, need based services to districts beyond those provided by a standard MOU.
1. In no event shall the total amount paid under the support section of this contract exceed 10% of the current projected cost stated below without further authorization by the district's chief executive officer.
 2. The SUPERINTENDENT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
 3. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$3.90 times the District's Total FTE or the Apportionment: Attendance Report – First Period (Form CCFS-320) for Galaxy System Support. Said amount being not less than the cost of providing said services.
 4. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$.24 times the District's Total FTE or the Apportionment: Attendance Report – First Period (Form CCFS-320) for Report Processing and Distribution. Said amount being not less than the cost of providing said services
 5. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$480.00 for Standard Retirement Reporting and Support.
 6. GALAXY DEVELOPMENT: Request for Change/Enhancement Request(s) should be submitted to the Service Desk. The Prioritization Committee is to review all project requests and will place in work order for the Development Team. A project request is defined as 2 or more months of staff time. Galaxy modifications and enhancements cost estimates and release schedules will be proposed by the Software Development Advisory Committee. Maintenance allocation will be presented annually by March 31st to the Galaxy Development Council. The budget and the assessment for each release shall be voted upon by the membership. By majority rule the members shall be bound by the outcome of the vote. The DISTRICT agrees to pay the cost as determined by Galaxy Development Council.

2009-10 Galaxy Development Council Approved Development:
 - a. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$0.42 times the District's Total FTE or the Apportionment: Attendance Report – First Period (Form CCFS-320) for the **Electronic Timekeeping Study**.
 - b. The DISTRICT agrees to pay the SUPERINTENDENT the amount of \$1.27 times the District's Total FTE or the Apportionment: Attendance Report – First Period (Form CCFS-320) for **End User Reporting Project**.
 7. The term of this agreement shall be from the **July 1, 2009** to and including **June 30, 2010**. The SUPERINTENDENT will provide a proposal for a successor agreement in February of 2010. The DISTRICT shall notify the SUPERINTENDENT by May 1, 2009 in writing if the DISTRICT does not intend to participate in the 2010-11 fiscal year.

8. The SUPERINTENDENT at his discretion may reduce the rate should increased participation warrant a reduction. The SUPERINTENDENT shall invoice the DISTRICT in February of each year, and the DISTRICT agrees to make payment within 30 days.
9. INDEPENDENT CONTRACTOR: The SUPERINTENDENT, while engaged in the performance of this contract, is an independent contractor, and is not an officer, agent or employee of the DISTRICT.
10. ASSIGNMENT OF CONTRACT: The SUPERINTENDENT shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the SUPERINTENDENT in connection with this contract.
11. HOLD HARMLESS: The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.
12. CHANGES: This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Administrative changes.
 - b. Changes as required by law.
 - c. Reduction of rates authorized by the SUPERINTENDENT.

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

**Riverside County
Superintendent of Schools**

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

Signed _____
Authorized Signature

Signed _____

Date _____

Date _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No: V-A-6-c

Date: August 18, 2009

Subject: Norco Campus Soccer Field Project - Phase II, General Contractor Amendment

Background: On January 27, 2009, the Board of Trustees awarded a contract to CSI Construction for the Norco Campus Soccer Field Project – Phase II. The agreement included a provision for the retention of ten percent of the amount of progress payments to be held until thirty-five days after the Notice of Completion is recorded. Public Contract Code section 9203 allows the District, upon satisfactory completion of fifty percent of the work by the contractor, to reduce the retention withholding to five percent, no longer retaining ten percent of the total payments. The construction manager, GKK Works, has requested that the District release five percent of the retention in the amount of \$150,055 and reduce the retention from ten percent to five percent including future payments through the end of the contract.

Recommended Action: It is recommended that the Board of Trustees approve reducing the ten percent retention to five percent from progress payments on the Norco Campus Soccer Field Project – Phase II to CSI Construction, effective August 19, 2009 through the satisfactory completion of the project, and authorize the Vice Chancellor, Administration and Finance to sign the amendment to the agreement.

Gregory W. Gray
Chancellor

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

Brenda Davis
President,
Norco Campus

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE
AND
CSI CONSTRUCTION
(Soccer Field Phase II Project – Norco Campus)

This document amends the original agreement dated February 4, 2009 between Riverside Community College District and CSI Construction, which was approved by the Board of Trustees on January 27, 2009.

The agreement is hereby amended on August 19, 2009 as follows:

- I. Release five percent of the retention in the amount of \$150,055.00 for completion of fifty percent of the Soccer Field Phase II Project – Norco Campus.
- II. Reduce the ten percent retention to five percent from progress payments effective August 19, 2009 through the satisfactory completion of the project.

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

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

CSI CONSTRUCTION

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Joe Hall
Vice President
9272 Jeronimo Rd. Ste. 116
Irvine, CA 92618

By: _____
James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY CAMPUS

Report No.: V-A-6-d

Date: August 18, 2009

Subject: Agreement with County of Riverside, Sheriff's Department

Background: Attached for the Board's review and consideration is a renewal of an existing agreement between Riverside Community College District and County of Riverside, on behalf of the Riverside County Sheriff's Department. The renewal contains additional language regarding the responsibilities of the continuity officers. The Riverside County Sheriff's Department agrees to release two sergeants to serve as continuity officers for the Basic Peace Officer Training Academy in the Public Safety Education and Training Program at Ben Clark Training Center.

The rates charged by the County shall be established and approved annually by the County Board of Supervisors in the form of hourly rates for a Sheriff's Sergeant plus other work-related expenses as deemed appropriate by the District, for a total amount not to exceed \$329,956.00. The terms of the agreement shall be from July 1, 2009 through June 30, 2011. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement, from July 1, 2009 through June 30, 2011, for hourly rates plus work-related expenses, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory Gray
Chancellor

Prepared by: Cordell Briggs
Dean, Public Safety Education and Training

AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND

THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "District", and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriffs Department, hereinafter "County".

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

The term of this agreement shall be from July 1, 2009 through June 30, 2011. In the event the parties intend to renew this agreement at the end of the term for another one year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and effect, on a month-to-month basis, until a new agreement can be completed, approved and signed by the parties. In the event costs to the RCCD increase with the renewal agreement, once a renewal agreement has been signed, RCCD shall make up the difference between the current rate and the new rate.

2. SCOPE OF SERVICE

County agrees to release two Sheriffs Department Sergeants; one to serve as Continuity Officer for the Basic Peace Officer Training Academy and one to serve as Continuity Officer for the Basic Peace Officer Modular Reserve Course in the Public Safety Education and Training program at Riverside Community College. The Continuity Officers shall meet minimum State qualifications to teach Administration of Justice courses; serve as teacher-counselor and advisor to students enrolled in this course; establish and maintain close liaison between student officers and participating agencies; coordinate instructor assignments in physical training, defense tactics, and academic areas; conduct the practical field problems; and coordinate facility use. It is understood that these positions will be committed to the District on a full-time basis (40 hours per week).

3. PAYMENT AND COMPENSATION

District shall reimburse County the full cost of rendering services pursuant to this Agreement. Such cost shall be established and approved annually by the County Board of Supervisors in the form of an hourly rate for a Sheriffs Sergeant, and a mileage rate for any costs incurred through the use of County vehicles. Payment for services will be rendered upon receipt of an invoice by District from County on a monthly basis. The current hourly rate for Sheriff's Sergeant is \$79.07 per hour. The current County mileage rate is \$0.81 per mile for a black and white vehicle and \$ 0.55 per mile for a plain vehicle. The County adjusts these rates annually and the District shall be notified when rate changes occur.

3.2 It is mutually agreed that District will compensate the Continuity Officer directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of

- District as deemed appropriate by District for the term of this Agreement.
4. COUNTY EMPLOYEE

The assigned County employee shall remain an employee of County on special assignment to Riverside Community College for the purposes set forth in this Agreement, and shall not be considered an employee of District.

5. AGREEMENT ADMINISTRATION

The Sheriff shall administer this Agreement on behalf of the County of Riverside. The District's Dean, Public Safety Education & Training and Office of Academic Affairs shall administer this Agreement on behalf of the District.

6. VACATION AND HOLIDAY TIME

6.1 Vacation time that has been approved by the Sheriff or his designee may be taken with reasonable notice to the Dean, Public Safety Education & Training, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

6.2 Because District and County holidays may not correspond, holiday time off will be taken in accordance with the District calendar. If County holidays exceed District holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Dean, but shall not conflict with the development or presentation of the Administration of Justice's course schedule.

7. REVIEW AND SUPERVISION

The Sheriff (or his designee) shall supervise the Continuity Officer. Said supervision will be coordinated with the Dean of Public Safety Education & Training. The Sheriff (or his designee) shall assist the Dean (or his designee) in conducting regular evaluations of RCCD part-time faculty who instruct in the Basic Peace Officer Training Academy and the Basic Peace Officer Modular Course.

8. INDEMNIFICATION AND HOLD HARMLESS

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

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

9. ALTERATION 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.

10. TERMINATION

This agreement may be terminated by either party upon 180 days written notice to the other party.

11. NON-DISCRIMINATION

County will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to race, religion, gender, disability, medical condition, marital status, age, or sexual orientation is strictly prohibited.

12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:
Stanley L. Sniff Jr., Sheriff
P. O. Box 512
Riverside, CA 92502

RCCD:
James L. Buysse, Vice Chancellor,
Administration & Finance
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

Notices may also be served to other addresses as from time to time shall be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors County of Riverside 4080 Lemon Street, 1 st Floor Riverside, CA 92501	Riverside Community College District Cordell A. Briggs, Interim Dean Public Safety Education and Training Ben Clark Training Center 3423 Davis Avenue, Suite 200G Riverside, CA 92518-1514
---	---

13. ENTIRE AGREEMENT/GOVERNING LAW

This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside.

The duly authorized representatives of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____

James L. Buysse, Vice Chancellor
Administration and Finance

COUNTY OF RIVERSIDE

Dated: _____

By: _____

Chairman, Board of Supervisors

ATTEST:

Name:

Title:

By: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MORENO VALLEY CAMPUS

Report No.: V-A-6-e

Date: August 18, 2009

Subject: Administration of Justice Training Services

Background: Attached for the Board's review and consideration is a renewal of an existing agreement between the Riverside Community College District and the County of Riverside, on behalf of the Riverside County Sheriff's Department. The renewal has a two-year term, from July 1, 2009 through June 30, 2011. Riverside County and Riverside Community College District have for a number of years participated in a mutually beneficial, cooperative arrangement regarding the administration of justice training services and education. This agreement identifies the terms of the cooperative arrangement regarding the administration of justice training services and education at the Ben Clark Training Center. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with the County of Riverside, from July 1, 2009 through June 30, 2011, to provide training services and education, and authorize the Vice Chancellor, Administration and Finance to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Cordell Briggs
Dean, Public Safety Education and Training

AGREEMENT FOR
ADMINISTRATION OF JUSTICE EDUCATIONAL AND
TRAINING SERVICES

This Agreement is made and entered into by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter "RCCD", and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "RSD" to provide for the Ben Clark Public Safety Training Center, (hereinafter "BCTC").

ARTICLE 1. PARTIES

County of Riverside, on behalf of the Sheriff's Department (hereinafter "RSD")
Stanley Sniff, Jr., Sheriff
P. O. Box 512
Riverside, CA 92502

Riverside Community College District (hereinafter "RCCD")
James Buysse, Interim Vice Chancellor
Administration & Finance
4800 Magnolia Avenue
Riverside, CA 92506-1299

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This Agreement shall be for one year, commencing July 1, 2009, and terminating June 30, 2011 unless earlier terminated by either party in the manner set forth herein.

Section 2.02. RSD or RCCD may terminate this Agreement, without cause, upon one hundred and twenty (120) days written notice to the other party. With exception are courses to be paid by both parties, which are fully enrolled or in progress and shall be completed as provided for herein.

Section 2.03. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by RCCD. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and RCCD shall be relieved of any further obligation.

Section 2.04. In the event the parties intend to renew this agreement at the end of the term for another one year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and

effect, on a month-to-month basis, until a new agreement can be completed, approved and signed by the parties. In the event costs to the RCCD increase with the renewal agreement, once a renewal agreement has been signed, RCCD shall make up the difference between the current rate and the new rate.

Section 2.05. RSD may recommend courses or programs to be submitted to RCCD for college credit courses.

Section 2.06. RCCD will approve the course content, course curriculum, and methods of instruction. RCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures and any other services it provides to hourly instructors in the District.

Section 2.07. RCCD will determine minimum class sizes. RCCD may also set a maximum class size and course credit.

Section 2.08. RSD agrees to provide written notice to RCCD at least one-hundred twenty (120) calendar days prior to the offering the Basic P.O.S.T. Academy, which shall include all relevant course information and proposed course outline.

ARTICLE 3. SERVICES TO BE PERFORMED BY RSD

Section 3.01. For purposes of Worker's Compensation, RSD is considered the "primary employer" for Riverside County Sheriff personnel performing services under this Agreement. Notwithstanding this statement, employees and instructors performing services under this Agreement are under the supervision of RCCD for instructional purposes only. This section conforms with California Code of Regulations (Title 5), Sections 58051.5 and 58058.

Section 3.02. Instruction by RSD shall include the development of appropriate lecture and practical application of materials; recommendation of instructors who meet the minimum qualifications of the State-wide Academic Senate of California Community Colleges or equivalent to teach in the career and technical education discipline of Administration of Justice; development and presentation of educational support materials, audio-visual equipment, and career and technical equipment to assist with selected lectures in conjunction with RCCD and under the supervision and control of an RCCD employee who has met the minimum qualifications for instruction in career and technical education or an academic administrator in a California Community College.

Course Scheduling

Section 3.03. RSD shall provide RCCD with a schedule of all proposed instructional activities related to educational and training programs, according to the schedule development calendar for the District, for each of the four academic terms (fall, winter intersession, spring, and summer session).

Section 3.04. RSD and RCCD agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of RCCD as to all academic matters and compliance with educational requirements imposed by law shall be final.

Course Outlines

Section 3.05. RSD shall permit RCCD to have access to its existing current course outlines and State Peace Officers Standards and Training (POST) approved course outlines.

ARTICLE 4. OPERATIONAL ISSUES

Student Registration:

Section 4.01. RCCD agrees to process student applications and to enroll students in the academies, advanced officer courses, and programs. A successful enrollment means that each student has completed an on-line enrollment application provided by RCCD, the application has been delivered to and accepted by RCCD's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.

Section 4.02. A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law.

Section 4.03. RCCD will ensure that ancillary and support services are provided for students (e.g. counseling and guidance, etc.)

Payment of Compensation:

Section 4.04. RCCD will pay directly all instructors, including academy instructors and staff who teach or perform instructional services on release time from regular employed duties of RSD employees. RCCD has the primary right to control and direct the instructional activities of the instructors, employed by RCCD.

Section 4.05. RCCD will pay RSD for the services of academy instructors who perform instructional services on release time from regular duty of RSD employees. Payments will be made at the prevailing part-time faculty hourly rate in effect during the time the academy is in progress.

Section 4.06. RCCD will notify RSD of the prevailing part-time faculty rate in writing prior to the start of instruction.

Section 4.07. RCCD and RSD will certify that courses for which FTE apportionment is claimed are not fully funded from any other public or private agency, individual or group.

Student Enrollment

Section 4.08. RSD and RCCD will mutually agree upon the number of instructors to instruct the course, the ratio of instructors per student, and the subject area to be taught.

Section 4.09. RCCD reserves the right to cancel the offering of courses and programs. Cancellation must be made to RSD one-hundred twenty calendar days prior to the start of any courses or programs, and written notice of intent to cancel served to RSD. RSD cancellation(s) must be made to RCCD one-hundred twenty (120) calendar days prior to the start of any courses or programs and written notice of intent to cancel served to RCCD.

Section 4.10. RCCD will provide Admission forms for each student as described in Sections 4.01 and 4.02 above.

Section 4.11. RSD will pay the student enrollment fees for RSD affiliated students and other law enforcement agency affiliated students.

Hours During Which Services May Be Performed:

Section 4.12. The parties shall mutually agree on the time the classes will be conducted and these items will be set forth in the class schedule.

Section 4.13. Any change of the time or location of class(es) to be offered by RCCD must be submitted in advance and approved by RCCD.

Cooperation of RSD:

Section 4.14. RSD agrees to comply with all reasonable requests of RCCD and provide access to all documents related to the instructional program necessary for the performance of RCCD's duties under this Agreement.

Place of Work:

Section 4.15. RSD will provide at its own expense firearms, magazines and batons for its trainees to use while attending and participating in firearms, baton and defensive tactics training during the course of the academy and other courses and programs. Trainees from other agencies and non-affiliated students shall provide the aforementioned equipment. RSD shall have the exclusive right to determine and authorize the type, make and model of equipment to be used during academy instruction. Departure from this must be authorized by RSD.

ARTICLE 5. LIABILITY/INDEMNITY

Section 5.01. RCCD will ensure that at the time of registration, non-affiliated students will purchase the standard College student health coverage and maintain the coverage during the entire Academy.

Section 5.02. RSD, its officers, agents, and employees, shall not be deemed to have assumed any liability for the negligence, or any other act or omission of RCCD or any of its officers or employees, or for any dangerous or defective condition of any work or property of RCCD.

Section 5.02(a). RCCD shall indemnify and hold RSD, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of RCCD, or upon any act or omission of RCCD, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCCD shall defend, at its expense including attorney fees, RSD, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such condition of work or property, or alleged acts or omissions.

Section 5.02(b). RSD shall indemnify and hold RCCD, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RSD, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RSD shall defend, at its expense including attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

ARTICLE 6. OBLIGATION OF RCCD

Section 6.01. RCCD agrees to process the completed enrollment applications described in Section 4.01 for the purposes of obtaining financial support from the State of California.

Section 6.02. RCCD shall provide current course outlines for each course making up said training programs, and shall take steps to keep its college catalogue current with regard thereto.

Section 6.03. RCCD shall schedule all portions of the educational and training programs approved by RSD to be part of the curriculum offered by RCCD, and approved by RCCD's Curriculum Committee and its Board of Trustees, and published in the current college catalog.

ARTICLE 7. GENERAL PROVISIONS

Notices:

Section 7.01. Any notices to be given herein by either party to the other may be effected by either personal delivery in writing or mail, registered or certified, postage prepaid with

return receipt requested. Each party may change the address below by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices will be deemed communicated as of three days after mailing. Notices may be mailed as follows:

Riverside Community College District
Cordell A. Briggs, Dean
Public Safety Education and Training
Ben Clark Training Center
16791 Davis Avenue, Suite 200c
Riverside, CA 92518-1514

Riverside County Sheriff's Department
Stanley Sniff, Sheriff
P. O. Box 512
Riverside, CA 92502

Non-Discrimination

Section 7.02. The parties will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

Partial Invalidity:

Section 7.03. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Alteration of Terms

Section 7.04. No addition to, or alternation 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.

Governing Law:

Section 7.05. This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.

Entire Agreement

Section 7.06. This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

The duly authorized representatives of the parties have signed in confirmation of this Agreement as of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____ By: _____
James Buysse, Vice Chancellor, Administration and
Finance

COUNTY OF RIVERSIDE

DATE: _____ By: _____
Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO
Clerk of the Board

By:
(Deputy)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-f

Date: August 18, 2009

Subject: Professional Expert Services Agreement

Background: Presented for the Board's review and consideration is a Professional Expert Services Agreement between Riverside Community College District and Mark Paredes for employment as Assistant Head Football Coach/Offensive Coordinator/Strength Coach. The term of the agreement shall be from August 1, 2009 to June 30, 2010 and the expert shall be paid an annual salary of \$80,853. Expert shall also be entitled to the following benefits for Expert and dependents:

- a. Participation in the District's Dental and Medical Insurance Programs;
- b. Participation in the State Teachers' Retirement System (subject to meeting the STRS eligibility requirements); and
- c. Annual sick leave of 11 days per year.

Recommended Action: It is recommended that the Board of Trustees approve the Professional Expert Services Agreement with Mark Paredes, as Assistant Head Football Coach/Offensive Coordinator/Strength Coach, for \$80,853 plus benefits noted, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

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

PROFESSIONAL EXPERT SERVICES AGREEMENT

This Agreement is entered into by and between Mark Paredes, (“Expert”) and the Riverside Community College District (“District”).

The parties agree as follows:

1. District agrees to employ Expert and Expert accepts employment as Assistant Head Football Coach/Offensive Coordinator/Strength Coach.
2. The term of the Agreement shall be from August 1, 2009 to June 30, 2010.
3. Expert shall be paid an annual salary of \$80,853.
4. Expert is employed as a Professional Expert pursuant to Section 88003 of the California Education Code. Expert agrees and understands that the employment governed by this Agreement is temporary and terminable at any time without cause or prior notice at the sole discretion of the District upon recommendation of the President and/or Chancellor and approval by the Governing Board. Expert also agrees and understands that the position does not lead to tenure or any permanent status.
5. Expert shall be entitled to the following benefits for Expert and dependents:
 - a. Participation in the District’s Dental and Medical Insurance Programs;
 - b. Participation in the State Teachers’ Retirement System (subject to meeting the STRS eligibility requirements).
 - c. Annual sick leave of 11 days per year.
6. The duties of the position are established by the District in the form of a job description, which is attached hereto and incorporated herein as Exhibit A.
7. In the event of termination of this Agreement prior to the end of the term, Expert shall be provided severance pay and benefits as follows:
 - a. The lesser of one full month of salary per full year of service or salary equal to the number of months left on the unexpired term of the contract.
 - b. The lesser of one full month of paid dental and health insurance benefits per full year of service or benefits equal to the number of months left on the unexpired term of the contract. Further, this benefit will terminate upon Employee finding other employment.
8. Expert understands that during the term of this Agreement, Expert must comply with all laws, rules, regulations, Board Policies and Administrative Procedures that apply to the District.

9. This Agreement constitutes the entire Agreement between the parties, despite any oral or written communication to the contrary. Any representatives, warranties, inducements, or monies made by the District shall not add to or vary this Agreement nor be of any force or effect.

10. This Agreement is governed by, and construed in accordance with, the laws of the State of California, County of Riverside.

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

PROFESSIONAL EXPERT

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Mark Paredes

EXHIBIT A

RIVERSIDE COMMUNITY COLLEGE DISTRICT Professional Expert/Athletic Coach Assistant Head Football Coach/Offensive Coordinator/Strength Coach

DEFINITION

Under the general supervision of the Dean, Physical Education and Athletics, the Assistant Head Football Coach will assist the Head Coach in planning, developing, coordination, administering, and evaluation services and programs relevant to the athletic success involved in the football program.

TYPICAL TASKS

1. Coach the student/athlete in the individual and team concept of support participation:
 - Assist in the direction of practice daily during season of sport, coach team at the games, and adhere to all regulations, rules, procedures and policies for athletic programs as established by the NCAA, the COA, the Mission Football Conference, and Riverside Community College District.
 - Assist athletes in preparation for transfer to a four-year college; schedule four-year college coaches to visit campus to recruit student athletes; present a well-coached team that plays with enthusiasm, discipline, and good morale as determined by the Athletic Director; and monitor student/athlete's scholastic progress in coordination with the counseling and athletic eligibility staff.
 - Organize and administer strength and conditioning program for football student athletes through the year.
 - Imparts concepts of coaching theory to student athletes. (Foundation of Coaching, Football Theory and Football Offense)
2. Organize, plan, coordinate, and evaluate intercollegiate program:
 - Determine student eligibility for athletic programs; determine program goals, objectives, and related activities; schedule necessary time for required department and staff meetings; and schedule office hours throughout the year to meet with students, staff, and the community
 - Coordinate the identification and recruitment of eligible individuals; recruit actively in the high schools in the area and contiguous districts, which includes seventy-five (75) high schools.
 - Recruitment includes high school visitations; individual contacts with the athlete and his/her parents; home visits; follow-up correspondence and telephone contact; campus visitation by athletes, assist athletes in finding part-time employment and in securing financial aid, assist in disseminating information regarding assessment, orientation, counseling, and registration.
3. Stay abreast of current literature in field; attend coaching clinics and maintain membership, and participate in meetings at the local state, and national coaches' associations.
4. Supply information assistance in the preparation of the media guides; be available to media for interviews; be available for speaking engagements; and participate in the fundraising efforts.

5. Other responsibilities include maintaining standards of professional conduct and ethics appropriate to the professional position.

EMPLOYMENT STANDARDS

Bachelor's degree required. Master's degree in physical education; education with an emphasis in physical education, kinesiology, physiology of exercise, or adaptive physical education desired. Two (2) years of football coaching experience at the varsity high school or college level is required.

06/2009

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-g

Date: August 18, 2009

Subject: First Amended Agreement for Joint Use of Facilities for the Phillip M. Stokoe Elementary School and Innovative Learning Center

Background: Presented for the Board's review and consideration is First Amended Agreement for Joint Use of Facilities for the Phillip M. Stokoe Elementary School and Innovative Learning Center. This is an agreement between Alvord Unified School District and RCCD for the use of the classrooms, administrative offices and grounds. Each party has been designated exclusive use areas which are clearly defined in the document. In addition, other common and shared areas are clearly defined. RCCD offers General Education, Teacher Preparation and Early Childhood Education classes at the Innovative Learning Center. The term of the agreement is from April 20, 2006, the date of original joint use agreement to April 20, 2046.

Recommended Action: It is recommended that the Board of Trustees approve the First Amended Agreement for Joint Use of Facilities for the Phillip M. Stokoe Elementary School and Innovative Learning Center, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Dr. Jan Muto
President, Riverside City College

***FIRST AMENDED AGREEMENT
FOR JOINT USE OF FACILITIES***

For the

**Phillip M. Stokoe Elementary School
and
Innovative Learning Center**

_____, 2009

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE I SERVICES, PROGRAMS AND ACTIVITIES	2
Section 1.1 Consistency with ILC Mission Statement	3
Section 1.2 Alvord Services, Programs and Activities	2
Section 1.3 RCCD Services, Programs and Activities	3
Section 1.4 Services, Programs and Activities of Other Public Entities	4
Section 1.5 Special Events	4
Section 1.6 Food Services	4
Section 1.7 Responsibility for Services, Programs and Activities	5
Section 1.8 No Disruption or Interference	5
ARTICLE II ALLOCATION AND USE OF FACILITIES	5
Section 2.1 RCCD Exclusive Use Areas	5
Section 2.2 Childcare Exclusive Use Areas	5
Section 2.3 RCOE Exclusive Use Areas	6
Section 2.4 Alvord Exclusive Use Areas	6
Section 2.5 Use By Other Public Educational Entities	6
Section 2.6 Civic Center Act Uses	6
Section 2.7 Use of Common Areas	7
Section 2.8 Use of Other Party's Exclusive Use Areas	7
Section 2.9 RCCD Student Use of Restrooms	8
Section 2.10 Accommodation of Future Multi-Purpose Room	9
ARTICLE III RESPONSIBILITY FOR PERSONAL PROPERTY	9
Section 3.1 Furnishings, Equipment and Other Personal Property	9
Section 3.2 Tele-Communications Equipment	9
Section 3.3 Copy Machines, Computers and Similar Equipment	9
ARTICLE IV COORDINATION AND SCHEDULING	10
Section 4.1 Requirements of General Applicability	10
Section 4.2 ILC Coordinating Council	10
Section 4.3 Coordination of Programs and Uses	10
Section 4.4 Scheduling of Programs and Uses	11
Section 4.5 Changes in Programs and Uses	11

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE V STANDARDS OF BEHAVIOR.....	11
Section 5.1 Applicable Policies and Directives.....	11
Section 5.2 Compliance with Laws.....	12
Section 5.3 Promulgation of Additional Requirements.....	12
ARTICLE VI HEALTH, SAFETY AND WELFARE OF STUDENTS AND OTHERS	13
Section 6.1 General Responsibility	13
Section 6.2 Fingerprinting and Background Checks.....	13
Section 6.3 Screening of RCCD Daytime Students.....	15
Section 6.4 Access Restrictions for General Daytime Students	16
Section 6.5 Health Screening	17
Section 6.6 Responding to Illnesses, Injuries and Emergencies	17
Section 6.7 Campus Security.....	17
ARTICLE VII CONTROL OF ACCESS TO THE ILC	18
Section 7.1 Standardized Locking Systems.....	18
Section 7.2 Access from Exterior.....	18
Section 7.3 Access to Interior Spaces.....	18
Section 7.4 Access by Custodial Personnel.....	19
Section 7.5 Issuance of Keys and Access Codes	19
Section 7.6 Prohibition Against Unauthorized Use of Keys and Access Codes.....	19
Section 7.7 Withdrawal of RCCD Consent to Access the ILC	19
Section 7.8 Points of Student and Visitor Entry to ILC	20
Section 7.9 Visitor Identification and Access Restrictions.....	20
Section 7.10 RCCD Student Identification and Access Restrictions.....	21
Section 7.11 Employee Identification and Access Restrictions.....	22
ARTICLE VIII TRAFFIC AND PARKING AT THE ILC.....	23
Section 8.1 Avoiding Congestion of Public Streets.....	23
Section 8.2 Use of Student Drop-Off Lane and Traffic Lanes	23
Section 8.3 Use of Fire-Truck Access Road	24
Section 8.4 Reserved Daytime Parking Area	24
Section 8.5 General Restrictions on Parking at the ILC	24
Section 8.6 Requirements for Parking Permits.....	25
Section 8.7 Parking During Special Events.....	26
Section 8.8 Off-Site Parking and Rideshare Programs	26
Section 8.9 Enforcement of Parking Regulations.....	26

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE IX CAPITAL IMPROVEMENTS, MAINTENANCE, OPERATIONS AND REPAIRS	27
Section 9.1 Facility Maintenance and Operations.....	27
Section 9.2 Repair of Damages to Facilities, Fixtures and Equipment	27
Section 9.3 Initial Capital Costs	28
Section 9.4 Capital Improvements Costs	28
Section 9.5 Damages Precluding Safe and Reasonable Operations.....	29
ARTICLE X PAYMENT OF AMOUNTS DUE TO OTHER PARTY.....	30
Section 10.1 Invoicing and Payment of Amounts Due	30
ARTICLE XI LIABILITY, INDEMNIFICATION AND DEFENSE	30
Section 11.1 Sole Acts or Omissions of Alvord	30
Section 11.2 Sole Acts or Omissions of RCCD	30
Section 11.3 Joint Acts or Omissions	31
Section 11.4 Joint Defense	31
Section 11.5 Comparative Fault/Damages	31
Section 11.6 Statutory Liability.....	31
Section 11.7 Survival.....	32
ARTICLE XII INSURANCE REQUIREMENTS	32
Section 12.1 General Insurance Requirements	32
Section 12.2 Verification of Required Coverage.....	32
Section 12.3 Continuity of Coverage.....	32
Section 12.4 Primary and Secondary Coverage	33
Section 12.5 Liability Insurance	33
Section 12.6 Motor Vehicle Insurance	33
Section 12.7 Workers' Compensation Insurance.....	34
Section 12.8 Annual Review and Adjustment of Coverage	34
Section 12.9 Failure to Obtain or Maintain Required Insurance	34
Section 12.10 Minimum Requirements.....	34
Section 12.11 Insurance Proceeds.....	35

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE XIII INTERPRETATION AND DISPUTE RESOLUTION	35
Section 13.1 Incorporation of Recitals	35
Section 13.2 Interpretation.....	35
Section 13.3 Severability.....	35
Section 13.4 Governing Law and Venue	35
Section 13.5 Notice and Opportunity to Cure Defaults.....	36
Section 13.6 Dispute Resolution	36
Section 13.7 Rights Are in Lieu of Litigation	39
Section 13.8 Continuing Performance of Obligations.....	39
ARTICLE XIV TERM AND TERMINATION.....	40
Section 14.1 Term of Agreement	40
Section 14.2 Termination Arising from Change in Use	40
Section 14.3 Termination After Failure to Cure Default.....	40
Section 14.4 Effect of Expiration or Earlier Termination	41
Section 14.5 Quitclaim After Expiration or Earlier Termination.....	42
ARTICLE XV MISCELLANEOUS PROVISIONS.....	42
Section 15.1 Time is of the Essence	42
Section 15.2 ILC Administrator	42
Section 15.3 Policies and Rules.....	42
Section 15.4 Ownership of Property.....	42
Section 15.5 Encumbrances	42
Section 15.6 Amendments.....	43
Section 15.7 Assignment and Delegation.....	43
Section 15.8 No Other Representations.....	43
Section 15.9 Waiver.....	43
Section 15.10 Compliance with Law	43
Section 15.11 Counterparts.....	43
Section 15.12 Due Authority	44
EXHIBIT "A" ILC SITE PLAN.....	A-1

FIRST AMENDED AGREEMENT FOR JOINT USE OF FACILITIES

This First Amended Agreement for Joint Use of Facilities ("Agreement") is made effective as of _____, 2009 ("Effective Date") by and between the Alvord Unified School District ("Alvord"), a public school district organized and existing pursuant to California law, and the Riverside Community College District ("RCCD"), a public community college district organized and existing pursuant to California law. Alvord and RCCD may hereinafter be referred to individually as "Party" and collectively as "Parties."

RECITALS

A. The Parties have cooperated and continue to cooperate with regard to planning, design, funding, construction and operation of the educational facilities officially known as the Phillip M. Stokoe Elementary School & Innovative Learning Center ("ILC") located at the intersection of Ambs Drive and Raley Drive in the City of Riverside ("City"), State of California ("State"). Alvord owns a 13-acre parcel at that location ("Alvord Parcel"), and RCCD owns an adjacent and contiguous 3-acre parcel at that location ("RCCD Parcel"). The ILC has been constructed as an integrated facility over portions of both the Alvord Parcel and the RCCD Parcel, without regard to ownership of the underlying land. A site plan for the ILC, including designated building and room numbers, is attached as Exhibit "A" hereto.

B. The Parties presently intend that Alvord shall offer educational programs and services at the ILC for grade levels Kindergarten through 5th grade ("K-5"), and that RCCD shall offer certain pre-school and teacher-education programs and services at the ILC, together with general college education courses necessary for RCCD's students. Because the ILC was designed as an integrated facility to facilitate coordination of the K-5, child care and teacher education programs and services, the Parties intend that each Party may use the other Party's facilities at the ILC as provided herein. Therefore, as provided in that certain agreement dated April 6, 2006, and entitled "Agreement Regarding Joint Contract Administration," and subject to the provisions herein, the Parties have agreed to consider the facilities on the Alvord Parcel and the RCCD Parcel as a single, unified educational facility. The Parties intend to assume joint responsibility for operations of the ILC as provided herein.

C. In accordance with Education Code Section 17077.40 *et seq.*, which is part of the Leroy F. Greene School Facilities Act of 1998, as amended ("School Facilities Program" or "SFP") and regulations of the State Allocation Board ("SAB") implementing such provisions set forth in Section 1859.120 *et seq.* of Title 2 of the California Code of Regulations ("SAB Regulations"), Alvord received funding from the State for a portion of the costs of the facilities at the ILC that will be jointly used by the Parties ("Joint Use Funding") based on the costs of excess square footage and the collaborative effort of the Parties in connection with teacher-education and early-childhood education programs to be conducted at the ILC. The facilities and/or other improvements for which Alvord received Joint Use Funding and that are the minimum facilities at

the ILC to be used jointly by the Parties pursuant to this Agreement include certain classroom and library facilities (collectively, the "Joint Use Facilities"[What is the meaning of "Joint Use Facilities" and how does this term relate to the other defined areas at the ILC? See Sec. 2.5 and its use of "Joint Use Facilities." Section 2.26 implies that the definition of Joint Use Facilities is broader than the combined areas for the exclusive use of the Parties. See Article II - If everything at the ILC that is not either an RCCD or RCOE Exclusive Use Area defaults to an Alvord Exclusive Use Area, what use left of the Joint Use Facilities?). For purposes of this Agreement, and with respect to use of the Joint Use Facilities, the term Joint Use Facilities shall be construed to include all sidewalks, hallways, *et cetera*, as reasonably necessary to permit a Party to use the classroom, teacher-education, library and/or other facilities as provided pursuant to this Agreement. The Parties entered into that certain agreement dated April 20, 2006, and entitled "Agreement for Joint Use of Facilities" ("Original JUA") in order to satisfy all requirements applicable to allocation by the SAB of "Type I Joint Use" funds from the State. The Parties intend that this Agreement shall continue to satisfy all State requirements for the Joint Use Funding, but shall supersede the Original JUA.

D. The Parties acknowledge that they previously have entered into other written understandings and agreements providing for construction, use and operation by the Parties of the ILC. Such prior agreements include, without limitation, the Facilities and Ground Lease For 3-Acre Parcel ("3-Acre Lease") and Facilities and Ground Lease For 13-Acre Parcel ("13-Acre Lease"), both dated March 2, 2006. The Parties intend and agree that this Agreement includes and incorporates all provisions of the 3-Acre Lease and the 13-Acre Lease, but this Agreement does not supersede the 3-Acre Lease and/or the 13-Acre Lease. The Parties further acknowledge that they subsequently may modify or supersede the terms of this Agreement with respect to the operations at the ILC.

E. In entering into this Agreement, each Party has determined that use of the Joint Use Facilities as described herein, on the terms and conditions as set forth herein, will be of benefit to such Party, its students, and the public generally.

Now, therefore, in consideration of the foregoing and of the rights and obligations of the Parties set forth herein, Alvord and RCCD agree as follows:

ARTICLE I SERVICES, PROGRAMS AND ACTIVITIES

Section 1.1 Consistency with ILC Mission Statement. Except as the Parties may expressly agree in writing, any and all services, programs and activities conducted, offered or sponsored at the ILC must be complementary and consistent with the educational mission and purposes of the ILC as described in that certain "Memorandum of Understanding Related to Construction and Operation of Education Center" entered into by and between the Parties as of

July 1, 2002. To the extent a Party's services, programs and activities are authorized pursuant to this Section 1.1, the Party shall not be required to seek or obtain additional authorization to continue those services, programs and activities from year to year. However, each Party must notify, consult with, and obtain the consent of the other Party before engaging in-services, programs, or activities at the ILC that are in addition to, or beyond the scope of, the services, programs or activities authorized pursuant to this Article I as of the Effective Date.

Section 1.2 Alvord Services, Programs and Activities. In addition to any other limitations set forth in this Agreement, Alvord may conduct, offer or sponsor services, programs and/or activities at the ILC only to the extent those are consistent with Alvord's purposes and role as a public school district offering K-5 educational services, programs and activities. The services, programs and/or activities offered by Alvord at the ILC may include any or all activities normally associated with or conducted at Alvord's elementary schools, including, without limitation: Parent-Teacher Association or similar association meetings, fund-raisers and other events; "back to school" nights; and student performances. Alvord in its sole discretion and at any time may determine that the programs it conducts, offers or sponsors at the ILC may include students in the sixth-grade level, in which event this Agreement shall be interpreted as applying also to programs and operations relating to such students.

Section 1.3 RCCD Services, Programs and Activities.

(a) General Requirements. In addition to any other limitations set forth in this Agreement, RCCD may conduct, offer or sponsor services, programs and/or activities at the ILC only to the extent those are consistent with RCCD's purposes and role as a public institution of higher-education offering teacher-education and early-childhood education services, programs and activities. The services, programs, and/or activities offered by RCCD at the ILC may include any or all activities normally associated with or conducted in connection with such teacher-education and early-childhood education programs at RCCD's college campuses, including, without limitation, outreach events, job fairs, career orientation events, professional conferences, in-service events and department meetings.

(b) Limitation on General Education Courses. RCCD may offer general college education courses at the ILC to the extent those courses are reasonably appropriate for RCCD students enrolled in the teacher-education and early-childhood education courses at the ILC. In order to make it feasible to offer such general college education courses at the ILC, RCCD may allow RCCD students not enrolled in the teacher-education and early-childhood education programs to attend the general college education courses offered at the ILC.

(c) Childcare Programs. The Parties may agree on the identity of a third party operator of the childcare programs at the ILC and the terms and conditions of such operation.

Section 1.4 Services, Programs and Activities of Other Public Entities. The Parties may agree to permit use of the Joint Use Facilities by other local public educational entities that desire to conduct, offer or sponsor services, programs or activities at the ILC. As a condition to use by a non-Party, any and all services, programs or activities to be conducted, offered or sponsored by the non-Party at the ILC must not interfere with the educational mission and purposes of the ILC and must be of benefit to the ILC and/or the community generally. Any such non-Party desiring to use the Joint Use Facilities must submit its request to the ILC Administrator (defined in Section 15.2 of this Agreement), which request shall be subject to all requirements of Section 2.5 of this Agreement. The ILC Administrator shall notify RCCD of all requests from a non-Party to use the Joint Use Facilities.

Section 1.5 Special Events.

(a) Scope. For purposes of this Agreement, a "Special Event" shall mean a service, program or activity not regularly or normally included as a part of the programs authorized pursuant to this Agreement. Regular or normal services, programs and activities to be offered by Alvord at the ILC (and, thus, deemed not to be Special Events) include, not as a limitation: Parent-Teacher Association ("PTA") or similar association meetings, fund-raisers and other events; "back to school" nights; and student performances. Subject to the provisions of this Agreement, Alvord Special Events may include, not as a limitation, health, career and/or college expositions or fairs and similar events. Regular or normal services, programs and activities to be offered by RCCD at the ILC (and, thus, deemed not to be Special Events) include, not as a limitation: regularly scheduled college classes consistent with the RCCD academic calendar and this Agreement, career education, orientation, department meetings, in-service programs, student demonstrations, and site visits. Subject to the provisions of this Agreement, RCCD Special Events may include, not as a limitation, outreach events, job fairs, career orientation events, professional conferences, in-service events, and department meetings.

(b) Approval. No Party or non-Party may conduct a Special Event at the ILC without the concurrence of the ILC Coordinating Council (described in Section 4.2) as provided in Article IV of this Agreement. As a prerequisite to holding a Special Event at the ILC, the ILC Coordinating Council must determine that the event specifically advances or is consistent with the educational mission of the Party or non-Party sponsoring the event, and a Party or non-Party may not hold more than four Special Events annually. In determining whether a Special Event shall be allowed, the ILC Coordinating Council shall consider the probability that the proposed Special Event may significantly and adversely affect any other services, programs and/or activities at the ILC, including, without limitation, any potential impairment of the health, safety or welfare of minor students. Each authorized Special Event must be set forth in the ILC Schedule.

Section 1.6 Food Services. Subject to separate written agreement with an applicable Party or non-Party, Alvord's Child Nutrition Services Department may make meals available for pre-school children receiving childcare services or for others. Unless agreed otherwise, any such agreement shall be renewable on an annual basis.

Section 1.7 Responsibility for Services, Programs and Activities. Each Party shall be responsible for staffing, coordinating and scheduling all of the services, programs and activities that it conducts, offers or sponsors at the ILC, as well as for all direct costs thereof. Each Party shall ensure that all such services, programs and activities are appropriately and safely conducted and supervised, and shall provide all personnel necessary for the direction or supervision of all such services, programs and activities. Each Party, at its own cost and expense, shall be responsible for providing all materials and supplies required in connection with the services, programs and activities that such Party conducts, offers or sponsors pursuant to this Agreement. For purposes of this Agreement, "direct costs" of a service, program or activity shall mean all costs that would not otherwise be incurred in the absence of such service program or activity, including, without limitation, costs of administering, supervising and staffing the service, program or activity, and costs of materials, supplies and other items consumed or used in connection with the service, program or activity. The term "direct costs" does not include costs that are incurred regardless of the services, programs or activities conducted, offered or sponsored at the ILC, including, without limitation, costs of operating, repairing and maintaining the facilities and grounds at the ILC that are to be paid by the Parties on a proportionate or other basis as specified herein.

Section 1.8 No Disruption or Interference. No Party or non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC may unreasonably disrupt or interfere with the other services, programs or activities that are authorized to be conducted, offered or sponsored at the ILC. Upon request of the ILC Administrator, the Party or non-Party responsible for any such disruption or interference shall immediately cause the disruption or interference to cease and not recommence. In the event of repeated disruptions or interference, the ILC Administrator, or any Party or non-Party whose services, programs or activities have suffered from such repeated disruption or interference, may invoke the dispute resolution provisions of this Agreement to seek to require that the offending Party or non-Party permanently cause such disruption or interference to cease.

ARTICLE II ALLOCATION AND USE OF FACILITIES

Section 2.1 RCCD Exclusive Use Areas. Subject to all other provisions of this Agreement, RCCD shall have exclusive use for its services, programs and activities of the following rooms and/or areas at the ILC as depicted on Exhibit A: (i) Building B, Room 203; (ii) Building A, Room 209, Building D, Rooms 101 and 118, Building E, Rooms 102, 119, 123, Building F, Rooms 101 and 119 (each an "RCCD Exclusive Use Area").

Section 2.2 Childcare Exclusive Use Areas. Subject to all other provisions of this Agreement, the Party or other entity that from time to time provides, offers or sponsors childcare

services at the ILC shall have exclusive use for its services, programs and activities of the following rooms and/or areas at the ILC as depicted on Exhibit A: (i) Building B, Rooms 104 through 112, inclusive; and (ii) Building E, Rooms 114, 116, 118, 124 and 126, inclusive (each a "Childcare Exclusive Use Area"). The Childcare Exclusive Use Area shall also include one-half of the playground area adjacent to Room 112 in Building B. In the event a non-Party is responsible for providing, offering or sponsoring the childcare services at the ILC, then Alvord, to the extent necessary, shall be responsible for installing a fence to separate the Childcare Exclusive Use Area of the playground from the balance of such playground area. In the event the MPR to be constructed at the ILC includes kitchen facilities adequate to serve Alvord's K-5 services, programs and activities, the kitchen facilities located in Building E, Room K-1, as designated on Exhibit A may be available to serve the childcare programs conducted in the Childcare Exclusive Use Areas. Any such use will be subject to separate written agreement with Alvord's Child Nutrition Services Department.

Section 2.3 RCOE Exclusive Use Areas. Subject to all other provisions of this Agreement, RCOE shall have exclusive use for its services, programs and activities of the following rooms and/or areas at the ILC as depicted on Exhibit A: Rooms 100 and 211 in Building B (each an "RCOE Exclusive Use Area").

Section 2.4 Alvord Exclusive Use Areas. Subject to all other provisions of this Agreement, Alvord shall have exclusive use of any and all rooms and/or areas at the ILC as are not designated RCCD Exclusive Use Areas pursuant to Section 2.1 herein, Childcare Exclusive Use Areas pursuant to Section 2.2 herein, or RCOE Exclusive Use Areas pursuant to Section 2.3 herein (each an "Alvord Exclusive Use Area").

Section 2.5 Use By Other Public Educational Entities. Use of the Joint Use Facilities by a local public educational entity (other than the Parties and RCOE) shall be subject to agreement by such non-Party to terms for payment of fees on account of such use (including, without limitation, fees covering the utilities, janitorial, security and other costs associated with such use), indemnification of the Parties and the ILC, insurance covering such non-Party's activities, compliance with fingerprinting and criminal-history background checks as required pursuant to this Agreement, and compliance with other requirements as determined by the Parties. The Parties may agree as to a form of agreement to use in connection with such non-Party uses of the Joint Use Facilities. Subject to agreement as to terms of use by a non-Party, the ILC Coordinating Council shall coordinate and schedule the non-Party's authorized services, programs and activities with the services, programs and activities of the Parties. The ILC Coordinating Council shall not schedule or permit any service, program or activity by any such non-Party that likely may result in any disruption or interference with the ongoing operations of the ILC or the scheduled services, programs or activities of either Party or other non-Parties at the ILC.

Section 2.6 Civic Center Act Uses.

(a) *Application and Approval.* Because there is no correlation between a Party's ownership of facilities at the ILC and that Party's right to use such facilities pursuant to this Agreement, any person or entity requesting use of any facilities and/or grounds at the ILC pursuant to the Civic Center Act (Education Code Sections 38130 *et seq.* and/or 82537 *et seq.*) must submit the request to the ILC Coordinating Council. The ILC Coordinating Council shall be responsible for approving or disapproving any such request in accordance with Alvord's normal policies and procedures, including, without limitation, requirements for use of the Alvord Facility Use Form and payment of fees associated with the proposed use of the Joint Use Facilities and/or other facilities and/or grounds at the ILC. The ILC Coordinating Council must not approve any Civic Center Act use of the Joint Use Facilities that likely will unreasonably interfere with the previously-scheduled use of the Joint Use Facilities by any Party or non-Party, and the ILC Coordinating Council shall give notice to a Party or non-Party upon approving any Civic Center Act use of a portion of the Joint Use Facilities being used exclusively by such Party or non-Party.

(b) *Allocation of User Fees.* The ILC Administrator shall use the fees collected on account of any use of the Joint Use Facilities pursuant to this Section 2.6 first to pay any applicable administrative costs (including, without limitation, costs of security, janitorial or other personnel) and then to allocate the remaining balance, if any, either (i) 25% to RCCD and 75% to Alvord with respect to any portion of the Joint Use Facilities used that is not designated for the exclusive use of a Party or non-Party; or (ii) to the Party or non-Party that has exclusive use of the portion of the Joint Use Facilities used. The ILC Administrator shall appropriately account for receipt and disbursement of all such user fees.

Section 2.7 Use of Common Areas. For purposes of this Agreement, "common areas" shall mean sidewalks and other walkways, patio areas, parking lots, and traffic lanes as reasonably necessary to permit uses of the Joint Use Facilities as are authorized pursuant to this Agreement. The term common areas shall not be construed to mean areas owned jointly by the Parties, because the Parties intend that there will not be any such jointly-owned areas.

Section 2.8 Use of Other Party's Exclusive Use Areas. A Party may request permission to use a room or area designated pursuant to this Agreement as an exclusive use area of the other Party (each an "Exclusive Use Area"), including, without limitation: the kitchen located in Building E, Room K-1, as designated on Exhibit A; the Math and Science Lab located in Building D, Room 110, as designated on Exhibit A; and the Museum located in Building F, Room 110, as designated on Exhibit A. Any such use of an Exclusive Use Area must be coordinated and scheduled through the ILC Coordinating Council as described in Article IV of this Agreement. Neither Party shall charge a fee for use of an Exclusive Use Area of the other Party; provided that the number and scope of such uses must not be unreasonable or excessive, and no such use may unreasonably disrupt or interfere with the operations, services, programs or activities normally conducted, offered or sponsored in such Exclusive Use Area. Except as agreed in writing by the Party with rights to the Exclusive Use Area, no food or drinks may be

consumed in any Exclusive Use Area used pursuant to this Section 2.8. A Party that uses an Exclusive Use Area pursuant to this Section 2.8 must, as necessary, restore the Exclusive Use Area to a neat and clean condition immediately upon completion of such use. The museum and math/science buildings should be "joint use" facilities.

Section 2.9 RCCD Student Use of Restrooms. RCCD shall have full use of all non-facility restrooms after 3 p.m. Posting of signs regarding restroom restrictions shall be deemed reasonable steps to enforce the requirements of section 2.9. ILC Coordinating Council may modify the restroom restrictions as the need arises. RCCD students may use the restrooms at the ILC only in the locations and during the permissible hours as set forth in the following table. The restrooms at the ILC are not available for use by the general public. Therefore, notwithstanding that the following table indicates "no restrictions" for RCCD student use of certain restrooms, and notwithstanding anything else that may be construed to the contrary, an RCCD student may use the restrooms at the ILC only during the hours that the RCCD student is at the ILC for purposes of attending or otherwise participating in RCCD services, programs, activities or Special Events. RCCD shall prohibit all RCCD students from using, and shall not suffer or permit any RCCD student to use, any of the restrooms located at the ILC other than to the extent authorized pursuant to this Section 2.9. Because of the possible adverse consequences of a failure to comply with the requirements of this Section 2.9: (i) any failure by RCCD to take reasonable steps to enforce the requirements of this Section 2.9 shall be deemed and construed as a material breach by RCCD of its obligations pursuant to this Agreement; and (ii) the ILC Administrator may temporarily or permanently bar from the ILC campus any RCCD student who on one or more occasions failed to comply with the requirements of this Section 2.9.

Restroom Location	Permissible Hours of RCCD Student Use
Building A, exterior access facing parking lot and Ambs Drive	No restrictions
Building B, Room 203	No restrictions
Building C, Room 105	No restrictions
Building D	Only after 3:00 p.m. on School Days, no restrictions on other days
Building E	Only after 3:00 p.m. on School Days, no restrictions on other days
Building F	Only after 3:00 p.m. on School Days, no restrictions on other days
Building I, Room 107	No restrictions

Section 2.10 Accommodation of Future Multi-Purpose Room. Alvord intends at a future date to construct a multi-purpose room/theater ("MPR") at the ILC, at Alvord's sole cost and as contemplated in the plans and specifications for the ILC. RCCD shall reasonably cooperate with Alvord's efforts to complete such construction. Each Party shall, as necessary, direct and/or inform its employees, students, volunteers, guests and invitees in regard to safety, noise, dust, parking and other concerns that may arise during such construction.

ARTICLE III RESPONSIBILITY FOR PERSONAL PROPERTY

Section 3.1 Furnishings, Equipment and Other Personal Property. Except as provided herein, each Party, at its own cost and expense, shall be responsible for providing the furnishings, equipment and other personal property required in connection with the services, programs and activities that such Party conducts, offers or sponsors pursuant to this Agreement; however, the Parties shall reasonably cooperate to ensure the aesthetic and functional compatibility of furnishings, equipment and other items used at the ILC. Unless otherwise agreed by the Parties, any personal property provided by a Party for use in or at the ILC shall remain the property of such Party regardless of any shared use of such property by the other Party, other entities, or members of the public. The ILC Coordinating Council may develop and maintain a log of furnishings and equipment (other than materials and supplies) kept by the Parties at the ILC and, in such event, each Party shall keep the ILC Coordinating Council informed regarding any furnishings and/or equipment that the Party brings to and keeps at the ILC from time-to-time.

Section 3.2 Tele-Communications Equipment. Each Party shall provide and maintain their own telecommunication system. Where appropriate, Alvord shall provide a shared wiring infrastructure. Each Party shall be responsible for paying any telecommunication charges for telephone numbers for equipment assigned to that Party.

Section 3.3 Copy Machines, Computers and Similar Equipment. Each Party shall provide all copy machines, computers, facsimile machines, and other similar equipment (including, without limitation, servers, desktop computers, routers, and printers) necessary for such Party's operations and programs at the ILC. No employee, student, volunteer, guest or invitee of a Party may use any computers, facsimile machines or other similar equipment owned by the other Party without the express written consent of such owner. In no event and regardless of any consent, no employee, student, volunteer, guest or invitee of a Party may access, review, copy or otherwise retain any confidential or proprietary information stored on any computer or similar equipment owned by the other Party. If any such confidential or proprietary information is inadvertently accessed, the Party whose employee, student, volunteer, guest or invitee accessed the information

must immediately notify the owner of the equipment on which the information was stored. This Section 3.3 shall not be construed to prohibit centralized computer storage of both Parties' student rosters, attendance information, *et cetera*.

ARTICLE IV COORDINATION AND SCHEDULING

Section 4.1 Requirements of General Applicability. Regardless of whether conducted, offered or sponsored by a Party or any non-Party, any and all services, programs and activities that are conducted, offered or sponsored at the ILC shall be subject to all coordination, scheduling and other applicable requirements of this Article IV.

Section 4.2 ILC Coordinating Council. There is hereby established the "ILC Coordinating Council," which shall be responsible for: (i) coordinating and scheduling the various services, programs and activities as are permitted to occur at the ILC; (ii) coordinating and scheduling all custodial services necessary for the ILC; and (iii) such other matters as are within the jurisdiction of the ILC Coordinating Council as provided in this Agreement or, otherwise, as the governing bodies of the Parties may agree. The ILC Coordinating Council shall be composed of five members: (i) two representatives from Alvord, with the Stokoe Elementary School Principal serving as de facto council chair; (ii) two representatives from RCCD, designated by the RCC president; (iii) one representative from RCOE. The ILC Coordinating Council shall, as applicable, act or make recommendations by consensus of its members. However, each act and decision by the ILC Coordinating Council shall be subject to all other provisions of this Agreement and no ILC Coordinating Council member may unreasonably withhold, condition or delay consent to requests for scheduling of any service, program, activity or Special Event authorized pursuant to this Agreement. Nothing in this Article IV shall be deemed or construed to constitute a limitation on the authority of the ILC Administrator as provided in this Agreement or otherwise.

Section 4.3 Coordination of Programs and Uses. The ILC Coordinating Council shall be responsible for coordinating the uses of the Joint Use Facilities and/or other facilities at the ILC to ensure that all such uses are compatible and consistent with the requirements of Article I of this Agreement. Such coordination shall include, without limitation: (i) scheduling of the services, programs and activities permitted pursuant to this Agreement; (ii) allocating rooms or areas within the Joint Use Facilities for such services, programs and activities; (iii) designating faculty and staff working stations; and (iv) other coordination as specified in this Agreement. No Party or non-Party may conduct, offer, or sponsor any service, program or activity at the ILC without first having coordinated such use with all other scheduled uses of the facilities and grounds at the ILC.

Section 4.4 Scheduling of Programs and Uses. The ILC Coordinating Council shall prepare written annual, bi-annual, quarterly or monthly schedules (as it determines necessary) of the services, programs and activities to be conducted, offered or sponsored by the Parties at the ILC ("ILC Schedule"). The Parties shall update the ILC Schedule on an "as needed" basis and otherwise at least once per calendar year, including, without limitation, on account of any changes in the services, programs and activities offered at the ILC (e.g., any changes in the time of day or the days in the week such programs are offered) or any Special Events not previously scheduled to occur at the ILC. In scheduling any service, program, activity or Special Event, the ILC Coordinating Council must consider impacts on other uses of common areas at the ILC, including, without limitation, during times when K-5 students will be present.

Section 4.5 Changes in Programs and Uses. A Party may request to change: (i) the services, programs and/or activities that the Party offers at the ILC from those expressly authorized pursuant to this Agreement; or (ii) the rooms or areas within the Joint Use Facilities that the Party uses to provide its services, programs and/or activities at the ILC. Any such request must be in writing and delivered to the other Party not less than one-hundred and twenty days prior to the end of the then-current RCCD semester (if Alvord is requesting the change) or the end of the then-current Alvord/ILC school year (if RCCD is requesting the change). The ILC Coordinating Council shall thereafter make efforts to determine if a requested change reasonably may be accommodated and shall report back to the Parties. Notwithstanding anything to the contrary, any and all changes requested by a Party pursuant to this Section 4.5 shall be subject to consent of the other Party in its sole discretion. If a Party is to vacate any space or area of the Joint Use Facilities and/or other facilities and/or grounds at the ILC on account of any such change, then, within ten days after the end of the then-current RCCD semester or Alvord/ILC school year, whichever is applicable, the Party must remove all supplies, equipment and other personal property from such space or area, must otherwise completely vacate such area or space, and must leave the space or area in a reasonably clean and undamaged condition.

ARTICLE V STANDARDS OF BEHAVIOR

Section 5.1 Applicable Policies and Directives.

(a) Alvord School Hours. Between the hours of 7:00 a.m. and 3:30 p.m. on any School Day, and at all other times during which Alvord is conducting, offering or sponsoring any Special Event or other service, program or activity at the ILC, any and all adult students, employees, volunteers, guests and invitees of both Parties and of any non-Parties present at or on any portion of the ILC must comply with all reasonable directions and policies of Alvord establishing standards of behavior for persons on or at the ILC, pertaining to the health, safety and welfare of the students or others present at the ILC, or pertaining to protection of property at the ILC. The ILC Administrator may temporarily or permanently bar any such person from the ILC campus who on one or more occasions violates any standard(s) of behavior applicable pursuant to this Subsection (a).

(b) Non-Alvord School Hours. Between the hours of 3:30 p.m. and 11:30 p.m. on any night during which RCCD is conducting any of its programs or activities at the ILC, and at all other times during which RCCD is conducting, offering or sponsoring any Special Event at the ILC other than when Alvord is doing the same, any and all adult students, employees, volunteers, guests and invitees of both Parties and of any non-Parties must comply with all reasonable directions and policies of RCCD establishing standards of behavior for persons on or at the ILC, pertaining to the health, safety and welfare of the students or others present at the ILC, or pertaining to protection of property at the ILC. RCCD may temporarily or permanently bar any such person from the ILC campus who on one or more occasions violates any standard(s) of behavior applicable pursuant to this Subsection (b).

(c) Enforcement. For purposes of illustrating the foregoing provisions of this Section 5.1, not as a limitation, reasonable directions and policies establishing standards of behavior may include those prohibiting disruptive behavior, unauthorized parking in restricted areas, and unsupervised or unauthorized taking of pictures or video. Notwithstanding anything to the contrary, use of tobacco products (including, but not limited to, cigars, cigarettes, chewing tobacco, and snuff) on the ILC campus is and shall be prohibited at all times. In lieu of having different standards of behavior pursuant to Subsections (a) and (b) of this Section 5.1, the ILC Coordinating Council may develop and recommend for adoption such uniform standards of behavior as would be applicable at all times and regardless of which Party may be conducting, offering or sponsoring any services, programs or activities at the ILC. Any such uniform standards must be approved by the governing body of each Party prior to having any force or effect. Each Party and each non-Party having use of the Joint Use Facilities or other facilities and/or grounds at the ILC shall be deemed to be responsible for ensuring that its students, employees, volunteers, guests and invitees comply with any and all standards of behavior applicable pursuant to this Section 5.1.

Section 5.2 Compliance with Laws. Nothing in this Agreement shall be deemed or construed to relieve any person from compliance with any applicable law, regulation, ordinance or other governmental requirement, and the behavior of each and every person at the ILC shall at all times be subject to all applicable laws, regulations, ordinances and other governmental requirements, whether now in effect or hereafter enacted.

Section 5.3 Promulgation of Additional Requirements. Because the ILC educational mission is unique for the Parties in combining in one location the educational programs for students of various ages and academic achievement, the Parties may promulgate, adopt, or modify any standards of behavior applicable to the Joint Use Facilities and/or the other facilities and/or grounds at the ILC, including, without limitation, by adopting new or modified policies and/or procedures specifically applicable to the ILC.

ARTICLE VI
HEALTH, SAFETY AND WELFARE OF STUDENTS AND OTHERS

Section 6.1 General Responsibility. Each Party shall be responsible for measures designed to ensure the safety and security of its students, employees, volunteers, guests and invitees during any use by any such persons of the Joint Use Facilities and/or other facilities and/or grounds at the ILC, as well as any staff of the other Party present at the ILC as a consequence of such use. Each Party expressly acknowledges that Alvord is charged with ensuring the health, safety and welfare of its minor-aged students and, therefore, that any and all persons present at the ILC may be subject to laws, regulations and other governmental requirements relating to student health, safety and welfare, and policies and procedures of Alvord consistent therewith, whether now in effect or hereafter enacted. Each Party shall prohibit the use by its students, employees, volunteers, guests and invitees on the ILC campus of any tobacco products, and shall make reasonable efforts to enforce such prohibition. Each Party shall prohibit the use and/or possession by its students, employees, volunteers, guests and invitees on the ILC campus of any alcohol or alcoholic beverages, and shall make reasonable efforts to enforce such prohibition. Except as may be expressly stated in this Agreement, nothing in this Agreement shall be deemed or construed to constitute a limitation on the liability or responsibility of any person or entity arising from any failure to comply with the provisions of this Article VI.

Section 6.2 Fingerprinting and Background Checks.

(a) Alvord Minor-Aged Students. If determined by Alvord that any of the students, employees, volunteers or other representatives of either Party or of any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC, or that any other person otherwise present on the ILC campus as a result of a Party's or non-Party's services, programs or activities, reasonably may have unsupervised or, otherwise, more than "limited" [defined as in-classroom contacted on a repeated basis] contact with any of Alvord's minor-aged students at the ILC, all such persons shall comply with the requirements of Education Code Section 45125.1 and this Section 6.2. Notwithstanding the foregoing, a person shall not be required to comply with the requirements of Education Code Section 45125.1 and this Section 6.2 if the person is subject to equivalent provisions of law as reasonably determined by Alvord and has been "cleared" pursuant to such law or if RCCD has "cleared" the person pursuant to Section 6.3 of this Agreement. Notwithstanding anything to the contrary, each student enrolled in any of RCCD's early-childhood and/or teacher-education programs must comply with the requirements of Education Code Section 45125.1 and this Section 6.2, as described in Subsection (c) of this Section 6.2.

(b) Minor-Aged Pre-School Students. If determined by the operator of the childcare program that any of the students, employees, volunteers or other representatives of either Party or of any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC, or that any person otherwise present on the ILC campus as a result of a Party's or non-Party's services, programs or activities, reasonably may have unsupervised or,

otherwise, more than "limited" contact (defined as in-classroom contact on a repeated basis) with any of the childcare program's minor-aged students at the ILC, all such persons shall comply with the requirements of Education Code Section 45125.1 and this Section 6.2. Notwithstanding the foregoing, a person shall not be required to comply with the requirements of Education Code Section 45125.1 and this Section 6.2 if the person is subject to equivalent provisions of law as reasonably determined by the childcare program's operator and has been "cleared" pursuant to such law or if the childcare operator has "cleared" the person pursuant to Section 6.3 of this Agreement. Notwithstanding anything to the contrary, Alvord employees who have satisfied and been cleared pursuant to procedures otherwise applicable to Alvord shall be deemed and construed to have demonstrated compliance with the requirements of this Subsection (b).

(c) General Requirements. In the event a person is required pursuant to either Subsection (a) or Subsection (b) of this Section 6.2 to comply with the requirements of Education Code Section 45125.1 and this Section 6.2, the Party or non-Party that employs or is otherwise responsible for such person shall ensure that the person complies with all California Department of Justice ("DOJ") guidelines and requirements with respect to fingerprinting and criminal-history background checks. The Party or non-Party responsible for any person required to undergo a criminal-history background check shall prohibit and prevent such person from being present at the ILC unless and until such Party or non-Party certifies subject to penalty of perjury to the ILC Administrator that the required fingerprinting and background checks have been duly completed and that, as determined by the DOJ, such person has not been convicted of any violent or serious felony as described in Education Code Section 45122.1 (i.e., the DOJ has "cleared" such person). The ILC Administrator shall prepare and keep updated a confidential log of all persons required pursuant to this Section 6.2 to undergo such criminal-history background checks and any certifications or other documentation related thereto, and such log shall be available at all reasonable times during normal ILC business hours for review only by the authorized cabinet-level administrators of either Party or as otherwise required by law or a court of competent jurisdiction.

(d) Changes in Law. In the event of any change in law, or enactment of superseding or successor legislation, that affects the requirements and/or procedures described in this Section 6.2, the provisions of this Section 6.2 shall continue in effect, but shall be construed in a manner consistent with such changed, superseding or successor laws and/or legislation to effect, to the extent legally permissible, the intent of this Section 6.2.

(e) Applicability. This Section 6.2 expressly applies to, but is not limited in application to, all students enrolled in RCCD's early-childhood and teacher-education programs. Unless subsequently required by law, this Section 6.2 shall not be deemed or construed to apply to any of Alvord's students enrolled in any K-5 programs or activities at the ILC, to any children of infant, pre-school, or toddler age enrolled in any early-childhood or childcare programs at the ILC, or to General Daytime Students (defined in Section 6.3 of this Agreement) for whom the requirements of Section 6.3 of this Agreement have been satisfied.

Section 6.3 Screening of RCCD Daytime Students.

(a) Applicability. This Section 6.3 does not apply to any student enrolled in RCCD's early-childhood or teacher-education programs who has satisfied the requirements of Section 6.2 of this Agreement and been cleared by the DOJ. This Section 6.3 applies to all other RCCD students who enroll in any of the general college education courses conducted by RCCD at the ILC between 7:30 a.m. and 3:30 p.m. on any School Day during the Alvord/ILC school year (each a "General Daytime Student").

(b) General Requirements. RCCD must perform a background check on each General Daytime Student as required pursuant to this Section 6.3. RCCD shall prohibit and prevent each General Daytime Student from being present at the ILC unless and until RCCD certifies in writing to Alvord subject to penalty of perjury that RCCD has completed the background check required pursuant to this Section 6.3 and that such person is not on the DOJ list of sex offenders and has not been convicted of a violent or serious felony as described in Subsection (d) of this Section 6.3. However, notwithstanding the foregoing, in the case of any General Daytime Student who is a late registrant for an applicable general college education course, who RCCD determines has failed the background check required pursuant to this Section 6.3, and who appeals such determination by RCCD, RCCD may permit such General Daytime Student to attend the general college education course in which such person is enrolled for one week while the appeal is pending; provided that RCCD shall expedite and complete the appeal process prior to the end of such week, and RCCD shall be solely liable for any and all consequences that, prior to completion of the appeal process, may arise from the presence of such General Daytime Student on the ILC campus.

(c) Procedures are Mandatory. The background-check procedures required pursuant to this Section 6.3 are mandatory and have been approved by the Safe and Healthy Kids Program Office of the California Department of Education as being reasonably sufficient to permit General Daytime Students to access the ILC campus during times that Alvord's minor-aged students may be present on the ILC campus. Any variance from the procedures prescribed by this Section 6.3 shall be deemed and construed to constitute a material breach by RCCD of its obligations pursuant to this Agreement.

(d) Elements of Background Check. The background check to be performed by RCCD on each General Daytime Student shall include all of the following:

(i) RCCD shall compare the name of each General Daytime Student with that student's driver's license or State-issued picture-identification card in order to confirm the identity of the General Daytime Student. In each case, RCCD shall make reasonable efforts to determine whether the driver's license or State-issued identification card is counterfeit or has been altered in any manner. RCCD shall photocopy the identification card of each General Daytime Student and, if such student is cleared pursuant to the procedures set forth in this Section 6.3, shall provide that photocopy to Alvord.

(ii) The RCCD police department shall compare the name of each General Daytime Student to the names on the DOJ on-line list of sex offenders.

(iii) In the case of each General Daytime Student, the RCCD police department shall review its records to determine whether there is any indication that the General Daytime Student has been convicted of any sexual offense or any violent or serious felony as described in Education Code Section 45122.1, without any indication that such person has been deemed rehabilitated by a court or governmental entity having competent jurisdiction.

(iv) Upon determining that any General Daytime Student is either on the DOJ list of sex offenders or has been convicted of a violent or serious felony as described in the foregoing Subdivision (iii), RCCD shall immediately notify the ILC Administrator in writing and, except as provided in Subsection (b) of this Section 6.3 with respect to appeals by late registrants, and except as provided in Subsection (e) of this Section 6.3 with respect to correction of erroneous determinations, shall permanently bar that General Daytime Student from the ILC campus.

(e) *Correction of Erroneous Determination.* RCCD may reinstate in an applicable general college education course any General Daytime Student who was barred from the ILC campus pursuant to the background-check procedures specified in this Section 6.3 if RCCD determines and notifies the ILC Administrator in writing that either the appeal process initiated by the General Daytime Student was resolved by clearing such student or that the determination by the RCC police department that such person is listed as a sex offender or has been convicted of a violent or serious felony as described in this Section 6.3 is erroneous or has been remedied.

Section 6.4 Access Restrictions for General Daytime Students. RCCD shall require that each RCCD student attending classes at the ILC wear the identification badge issued to such student in accordance with Section 7.10 of this Agreement at all times while the student is present on the ILC campus prior to 3:30 p.m. on any School Day. RCCD may require that RCCD students wear such identification badges at any or all other times while present on the ILC campus. The use of identification badges will not guarantee that those present on the ILC campus will remain within the areas in which they are authorized to be present. Therefore, RCCD shall prohibit and make reasonable efforts to prevent any General Daytime Students from entering any classrooms, playgrounds, eating facilities, restrooms and other areas that are being used by, are reserved or designated for use by, or are subject to time-restrictions for use by, Alvord and/or its K-5 students in connection with the services, programs and activities conducted by Alvord at the ILC. Alvord may require that RCCD permanently bar from the ILC campus any General Daytime Student who, as determined by Alvord, willfully violates such prohibition or who, after inadvertently violating such prohibition, does not immediately leave a restricted area or otherwise engages in improper or disruptive conduct while in a restricted area.

Section 6.5 Health Screening. All students, employees, volunteers and other representatives of either Party, or of any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC, who, as determined by Alvord, may have contact with minor-aged students at the ILC shall comply with all other health-related laws, regulations or other governmental requirements as are, from time to time, applicable to any persons present at the ILC, including, without limitation, any applicable requirements for tuberculosis screening. No person determined to be infected with tuberculosis (active or latent) may at any time enter onto or remain on the ILC campus unless and until cleared by appropriate medical personnel and documented in writing to the ILC Administrator, and Alvord may temporarily or permanently bar from the ILC campus any person who violates such prohibition.

Section 6.6 Responding to Illnesses, Injuries and Emergencies. The administrators and staff of both Parties shall take action(s) consistent with this Section 6.6 when confronted with any situation involving any illness of, or injury to, any person present on the ILC campus. In the event of any minor illness of, or injury to, any person present on the ILC campus, the administrator or staff person shall direct the sick or injured person to (and as necessary, assist or arrange for assistance in getting the sick or injured person to) the ILC Administrator for evaluation and appropriate action, including, but not limited to, contacting parents, guardians or health authorities. In an emergency situation (e.g., severe illness, injury or life-threatening situation, building or vehicle fire, *et cetera*), the administrator or staff person should request emergency services (i.e., call 911) prior to taking any other action or contacting any other person; however, the administrator or staff person must thereafter notify the ILC Administrator as soon as reasonably possible.

Section 6.7 Campus Security.

(a) School Resource Officers. Alvord and the City of Riverside Police Department ("RPD") participate in a program pursuant to which the RPD enables School Resource Officers (each an "SRO") to participate in school activities and provide guidance and security for Alvord's students and schools. The Parties acknowledge that SROs will, from time to time, be present at the ILC to enhance security and will enforce applicable federal, State and local laws. If present, SROs normally will be present at the ILC only between the hours of 7:30 a.m. to 5:30 p.m. on School Days.

(b) Custodial Staff. Alvord's custodial staff normally will be present at the ILC sometime after normal K-5 school hours on School Days, but not typically later than 10:30 p.m. on any particular night. Alvord shall require that, to the extent they become aware of criminal or unsafe activities, or of hazardous situations such as fires, Alvord's custodial staff shall report such activities or situations to the appropriate authorities.

(c) Security Staff. Alvord employs a security staff that patrols its various schools on a random, rotating basis or as required in response to specific, reported situations, between the hours of 7:30 a.m. and 5:30 p.m. on School Days. Alvord shall include the ILC as

one of the schools so patrolled by Alvord's security staff. RCCD, in its discretion, also may cause its security staff to be present at the ILC at any time and/or to patrol the ILC from time-to-time. Each Party shall require that its security staff, whenever present on, or in the vicinity of, the ILC campus: (i) cooperate with and assist the security staff of the other Party whenever requested or whenever reasonably necessary or advisable; and (ii) provide security services and/or assistance on the ILC campus without regard to whether any person requiring or requesting security or assistance is an employee, student, guest, invitee, *et cetera* of the other Party.

(d) *Safety Not Guaranteed.* Nothing in this Section 6.7 shall be deemed or construed to constitute a guarantee of the safety or security of any person or property.

ARTICLE VII CONTROL OF ACCESS TO THE ILC

Section 7.1 Standardized Locking Systems. No locks, key systems, *et cetera* shall be installed or used in or at the ILC unless each is a type and/or model specified as an Alvord "standard" product. To facilitate use of a "universal" key for access in and at the ILC: (i) Alvord must, as necessary, replace any doorknob, deadbolt, electronic card reader, or other locking mechanism on any door or gate at the ILC, to ensure compatibility with the universal key; and (ii) no other Party or non-Party may change any locking mechanism on any door or gate at the ILC. The ILC Administrator shall issue copies of the universal key to authorized administrators, custodial staff, and others as determined by the Parties.

Section 7.2 Access from Exterior. Alvord shall control all access to the Joint Use Facilities and other facilities and grounds at the ILC (including, without limitation, issuing identification badges with electronically-readable data strips, keys and/or alarm-system, keypad-entry or other access codes required for access to the ILC) to authorized personnel of both Parties. Alvord shall issue any and all such keys and access-codes in accordance with Section 7.5 of this Agreement and shall issue any and all such identification badges in accordance with Section 7.11 of this Agreement.

Section 7.3 Access to Interior Spaces. Locks on interior doors at the ILC may be changed only in accordance with Section 7.1. For purposes of this Agreement, the term "interior door" shall include, without limitation, any door that opens from the exterior of a building directly into a classroom or workroom at the ILC. Either Party, RCOE, and any other entity that conducts, offers or sponsors childcare services in the Childcare Exclusive Use Areas, may provide for locks on cabinets and other items capable of being locked that are located in their respective Exclusive Use Areas, to the extent necessary to prevent disclosure of confidential information or materials and/or theft of supplies, materials or other items. To the extent reasonably necessary for performance of maintenance and repairs at the ILC, each Party and non-Party shall provide copies of keys (two copies of each) and/or access codes for all interior cabinets and other items capable

of being locked and located in its Exclusive Use Areas to the ILC Administrator. Each Party shall be responsible for ensuring that none of its confidential information or materials are located in cabinets and other items capable of being locked for which the Party has issued keys to any personnel of the other Party or any non-Party.

Section 7.4 Access by Custodial Personnel. Alvord shall control access to the ILC for custodial purposes and shall be responsible for issuing, as necessary, identification badges, keys and/or access codes to personnel performing custodial services at the ILC. Alvord shall issue any and all such keys and access-codes in accordance with Section 7.5 of this Agreement, and shall issue any and all such identification badges in accordance with Section 7.11 of this Agreement.

Section 7.5 Issuance of Keys and Access Codes. Any request for issuance to personnel of either Party of any key and/or access code that would permit access to the ILC or any portion thereof must be submitted to the ILC Administrator. The ILC Administrator shall issue any and all such keys and access codes. The ILC Administrator shall prepare and keep updated a confidential log of all such keys and access-codes issued, which shall specify the name, position and employer of the individual to whom any key or access code has been issued, together with the door(s), cabinet(s) or other item(s) that may be operated with such key or access code, and such log shall be available at all reasonable times during normal ILC business hours for review by the authorized cabinet-level administrators of either Party.

Section 7.6 Prohibition Against Unauthorized Use of Keys and Access Codes. Except as determined in the sole discretion of Alvord and/or the ILC Administrator (e.g., in the case of a night custodian), no Party or non-Party may provide, disclose, release, or otherwise permit any person to possess or use, any such key or access code if such person has not been subject to and completed all fingerprinting and criminal-history background checks and been cleared pursuant to Section 6.2 of this Agreement. Each Party shall prohibit and take steps to prevent its employees and other representatives from providing, releasing or disclosing any identification badges, keys, copies of keys, or access codes to any unauthorized person, including, without limitation, any other employee of the Parties, any parent or other community member, any student, and any volunteer. The Party responsible for any person who violates such prohibition must, upon request of the other Party, permanently bar such person from the ILC, and either Party may pursue any and all available criminal and/or civil remedies against such person.

Section 7.7 Withdrawal of RCCD Consent to Access the ILC. RCCD may provide written notice to the ILC Administrator that a specific electronic key is to be deactivated as a result of RCCD withdrawing its permission for the person possessing such key to continue to have access to the ILC campus. A copy of each such notice must be sent concurrently to the Superintendent of Alvord. Upon any such withdrawal of permission by RCCD, RCCD must make reasonable and continuing efforts to confiscate the electronic key and to bar the person that had or has possession of the electronic key from entering in or upon the ILC campus. Within a reasonable time after the ILC Administrator receives any such written notice from RCCD, but not

in excess of four business days, Alvord shall deactivate the electronic key that is the subject of RCCD's request. If Alvord fails to deactivate an electronic key within the time required by this Section 7.7, Alvord may be liable as provided by law for any consequences directly attributable to its failure to timely deactivate the key.

Section 7.8 Points of Student and Visitor Entry to ILC.

(a) RCCD Students and Visitors. Any and all of RCCD's students, consultants, contractors, volunteers, guests, and invitees must enter the ILC through the RCCD entrance in Building B, Room 203, as depicted on Exhibit A. Notwithstanding the foregoing, after 3:30 p.m. on any School Day, RCCD students may enter the ILC through such other access points as determined in the sole discretion of the ILC Administrator.

(b) Alvord Students and Visitors. Any and all of Alvord's consultants, contractors, volunteers, guests (including, without limitation, parents of students), invitees and all visitors to the ILC shall enter the ILC through the entry at the public reception counter located in Building A, Room 123, as depicted on Exhibit A.

Section 7.9 Visitor Identification and Access Restrictions.

(a) Visitor Sign-In and Identification. Each Party shall require and take reasonable steps to enforce the requirements that its consultants, contractors, volunteers, guests (including, without limitation, parents of students), invitees and other visitors at all times shall: (i) sign-in upon entering onto ILC campus, indicating the reason for the visit and/or the person being visited; (ii) wear an assigned identification badge in a clearly-visible location on such person's chest at all times while present on the ILC campus; and (iii) return the identification badge upon termination of the visit. The ILC Administrator shall make the sign-in sheets and identification badges available at the ILC public reception counter and at the RCCD entrance.

(b) Visitor Identification Badges. The ILC Administrator may provide visitor identification badges that have separate colors or other markings representing authorized areas, times or purposes for which the badge holder may enter or be present on the ILC campus. In no event shall the ILC Administrator or RCCD issue identification badges pursuant to this Section 7.9 to any adult student, employee or other representative of any Party or any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC unless such person is present at the ILC at such time solely in such person's capacity as a visitor for authorized purposes, and at no time during such visit may such person wear or display any identification badge issued to the person pursuant to Section 7.10 or Section 7.11 of this Agreement.

(c) Enforcement. Each Party shall prohibit and take reasonable steps to prevent any person authorized to enter or be present at the ILC for a particular purpose from entering or remaining in or on any portion of the Joint Use Facilities and other facilities and/or grounds at the ILC other than as reasonably necessary in connection with such purpose and/or at

any time other than as authorized. The ILC Administrator may temporarily or permanently bar from the ILC campus any person who refuses or otherwise fails to comply with the requirements of, or requirements implemented pursuant to, this Section 7.9.

(d) Applicability. This Section 7.9 shall not be deemed or construed to apply to members of the public who visit the ILC for purposes of any special or other event to which members of the public are invited or permitted, if the event will be held during hours other than when regular K-5 classes or programs are being conducted, and if the event will be held in a particular venue at the ILC for a particular purpose, including, but not limited to, PTA meetings or community health-fairs held in the MPR, Civic Center Act functions held in any classroom, community recreational programs held on the ILC grounds, visits to the museum, and similar activities. Nothing in this Section 7.9 shall be deemed or construed to modify or limit the provisions of Sections 6.3 or 6.4 of this Agreement.

Section 7.10 RCCD Student Identification and Access Restrictions.

(a) RCCD Option to Issue Identification. The identification badges issued to RCCD students (whether General Daytime Students or RCCD students enrolled in early-childhood education or teacher-training programs) must not incorporate any electronically-readable data strip that can operate any of the electronic card readers controlling access to or on the ILC campus. Therefore, RCCD shall have the option of issuing identification badges to any or all RCCD students; provided that RCCD: (i) must do so at no cost or expense to Alvord; (ii) must provide a log to Alvord that identifies each such student, the times such student will be attending classes on the ILC campus, and whether such student is a General Daytime Student or is enrolled in RCCD's early-childhood education or teacher-training programs; (iii) must retain the RCCD logo and orange and black color-scheme of its current student identification badges for General Daytime Students or, alternatively, coordinate with Alvord as to the size, color, layout and other attributes of identification badges for General Daytime Students to ensure that they are easily differentiated from other identification badges to be worn on the ILC campus; and (iv) must coordinate with Alvord as to the size, color, layout and other attributes of identification badges for RCCD students enrolled in RCCD's early-childhood and teacher-training programs to ensure that they are easily differentiated from other identification badges to be worn on the ILC campus. In the event RCCD desires that Alvord issue identification badges to RCCD students, Alvord will do so consistent with Section 7.11 of this Agreement, but in no event shall any such identification badges incorporate any electronically-readable data strip that can operate any of the electronic card readers controlling access to or on the ILC campus.

(b) Enforcement. RCCD shall require and take reasonable steps to enforce the requirement that, between the hours of 7:00 a.m. and 3:30 p.m. on each School Day, each of RCCD's students wears an assigned identification badge in a clearly-visible location on such person's chest, or hanging at chest-level from a lanyard around such person's neck, while present on the ILC campus. RCCD shall prohibit and take reasonable steps to prevent any RCCD student from entering or remaining in or on any portion of the Joint Use Facilities and/or other facilities

and/or grounds of the ILC: (i) without wearing his or her own assigned identification badge; (ii) at any time other than as authorized; or (iii) for any purpose other than as authorized. The ILC Administrator may temporarily or permanently bar from the ILC campus any person who refuses or otherwise fails to comply with the requirements of this Subsection (b). Nothing in this Section 7.10 shall be deemed or construed to modify or limit the provisions of Sections 6.3 or 6.4 of this Agreement.

Section 7.11 Employee Identification and Access Restrictions.

(a) Alvord to Issue Identification. Alvord has restricted and may further restrict access in or on the Joint Use Facilities and/or other facilities and/or grounds at the ILC through use of electronic card readers that are programed to permit access to an authorized person only upon such person inserting his or her identification badge into the card reader. Because access to the various portions of the ILC is so restricted, Alvord shall issue any and all identification badges that are to incorporate any electronically-readable data strip that, when inserted into an electronic card reader, will provide access to some or all of the ILC campus. Such identification badges include, without limitation, those to be issued to teachers and staff of either Party and any non-Parties. Except as determined in the sole discretion of the ILC Administrator, Alvord will not issue an identification badge pursuant to this Section 7.11 to any person who has not been subject to and completed all fingerprinting and criminal-history background checks and been cleared pursuant to Section 6.2 of this Agreement.

(b) Procedures for Issuance of Identification. Each Party, and each non-Party authorized to conduct, offer or sponsor services, programs and/or activities at the ILC, must identify, in writing to the ILC Administrator, each of its employees that it has authorized to receive an identification badge pursuant to this Section 7.11, including: (i) the person's legal name; (ii) the person's position or title; (iii) the quarter, semester or other period the person will be authorized to enter and be present on the ILC campus; and (iv) any other pertinent information as reasonably required by the ILC Administrator, including, without limitation, any of the information described in Subsection (c) of this Section 7.11. In order to obtain such identification badge, each such authorized person must display to the ILC Administrator a picture-identification card issued by the California Department of Motor Vehicles or other authorized governmental entity that sufficiently verifies such person's identity and must permit the ILC Administrator to photograph his or her face and clothed upper body. RCCD may, at its cost, provide the identification-card blanks that the ILC Administrator will use to create identification badges for RCCD employees. In such event, RCCD and Alvord must consult and agree on the size, layout, color and other attributes of the identification-card blanks to be provided by RCCD and, in the absence of such agreement, Alvord shall determine such attributes. Each Party and non-Party shall pay all direct costs (defined in Section 1.8 of this Agreement) of issuing identification badges to that Party's employees. The ILC Administrator may issue identification badges having separate colors or other markings (e.g., Alvord and RCCD logos) representing authorized areas, times or purposes for which the badge holder may enter or be present on the ILC campus. The ILC

Administrator may charge a reasonable fee for replacement of any lost, damaged or destroyed identification badge issued pursuant to this Section 7.11.

(c) *Logging of Issued Identification Badges.* The ILC Administrator shall prepare and keep updated a confidential log of all identification badges issued pursuant to this Section 7.11, which shall specify: (i) the name and position or title of the person to whom the badge has been issued; (ii) such person's role or function at or in the ILC; (iii) the expiration date, if any, of the identification badge; (iv) the time(s) of day that such person is authorized to enter in and upon the ILC grounds; (v) the areas in or on the Joint Use Facilities and/or other facilities and/or grounds at the ILC that such person may enter; (vi) the Party that employs or otherwise authorized such person to obtain an identification badge; and (vii) any other pertinent information as reasonably required by the ILC Administrator. The ILC Administrator shall make the log available at all reasonable times during normal ILC business hours for review by the authorized cabinet-level administrators of either Party.

(d) *Enforcement.* Each Party and non-Party shall require and take reasonable steps to enforce the requirement that each of its employees wears his or her identification badge issued pursuant to this Section 7.11 in a clearly-visible location on such person's chest, or hanging at chest-level from a lanyard around such person's neck, at all times while present on the ILC campus. Each Party and non-Party shall prohibit and take reasonable steps to prevent, except in the case of an emergency, any authorized person from intentionally or negligently permitting use of his or her identification badge by or for any other person, including, without limitation, permitting any person to have access to any restricted area that the person otherwise is not authorized to enter. Each Party and non-Party shall prohibit and take reasonable steps to prevent any of its employees from entering or remaining in or on any portion of the Joint Use Facilities and/or other facilities and/or grounds of the ILC: (i) without wearing his or her own assigned identification badge; (ii) at any time other than as authorized; or (iii) for any purpose other than as authorized. The ILC Administrator may temporarily or permanently bar from the ILC campus any person who refuses or otherwise fails to comply with the requirements of this Subsection (d).

ARTICLE VIII TRAFFIC AND PARKING AT THE ILC

Section 8.1 *Avoiding Congestion of Public Streets.* Each Party shall be responsible for the coordination and scheduling of its uses of the Joint Use Facilities in a manner that minimizes any adverse affects on traffic and safety on and along the public streets in the vicinity of the ILC, including, without limitation, related impacts on homeowners.

Section 8.2 *Use of Student Drop-Off Lane and Traffic Lanes.* Subject to any rules, restrictions or other requirements that the Parties may promulgate, the students, employees, guests and invitees of both Parties, and members of the general public, may use the student drop-

off lane located at the northerly end of the ILC campus that has an entrance and an exit off of Raley Drive and any traffic lanes through the parking areas at the ILC.

Section 8.3 Use of Fire-Truck Access Road. The fire-truck access road at the ILC may be used only for mass-student transportation (i.e., student bussing) in connection with the K-5 programs and activities at the ILC, by emergency or authorized governmental personnel (including, without limitation, fire-department inspectors), and by authorized maintenance, security and similar personnel. The Parties shall prohibit and prevent all other use of the fire-truck access road by motorized vehicles of any type and by any other person, including, without limitation, any students, employees, volunteers, guests or invitees of either Party or any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC. The provisions of this Section 8.3 shall not apply to any portion of the fire-truck access road at the ILC that also serves as a traffic lane through any of the parking areas at the ILC or as any portion of the student drop-off lane located at the northerly end of the ILC campus; provided that no person at any time may block any traffic or student drop-off lane at the ILC.

Section 8.4 Reserved Daytime Parking Area. Alvord may from time to time, but not more than once per Alvord/ILC school year, designate spaces in the parking lots at the ILC as reserved for the exclusive use of Alvord's employees, volunteers, and invitees, and by members of the public or others who visit the ILC between the hours of 7:00 a.m. and 3:00 p.m. on any School Day ("Reserved Daytime Spaces"). Alvord shall determine the number of Reserved Daytime Spaces based on estimated and actual staffing levels, parking lot usage, *et cetera*. As of the Effective Date, Alvord projects that it will be necessary to designate ___ Reserved Daytime Spaces. The number of Reserved Daytime Spaces may be modified as deemed appropriate by the ILC Coordinating Council. Alvord may post signs and/or stencil curbs, or may undertake other steps as it determines necessary, to make apparent which are the Reserved Daytime Spaces, and Alvord may designate one or more areas for parking by its employees, volunteers and invitees that are separate from areas designated for visitor parking.

Section 8.5 General Restrictions on Parking at the ILC.

(a) Parking During K-5 School Hours. Between the hours of 7:00 a.m. and 3:00 p.m. on any School Day: (i) Alvord's employees, volunteers, and invitees, and members of the public and others who visit the ILC campus during such period, may park only in the Reserved Daytime Spaces; and (ii) RCCD's students, employees, volunteers and invitees may, on a first-come, first-served basis, park in any of the parking spaces in the ILC parking lot that are not designated as Reserved Daytime Spaces. RCCD shall prohibit and make reasonable efforts to prevent its students, employees, volunteers, and invitees from parking in the Reserved Daytime Spaces between the hours of 7:00 a.m. and 3:00 p.m. on each School Day.

(b) Parking During Non-K-5 School Hours. At all times other than between the hours of 7:00 a.m. and 3:00 p.m. on each School Day, and other than as reserved for any

Special Event, the parking spaces at the ILC shall be available on a first-come, first-served basis. Parking during Special Events shall be coordinated as provided in Section 8.7 of this Agreement.

(c) Parking In Designated Spaces Only. With the exception of emergency vehicles and maintenance vehicles the presence of which is then required, at no time may any person park any motor vehicle, including, without limitation, any two-wheel motor vehicle, on the ILC grounds in other than designated parking spaces, such prohibition including, without limitation, all turf and athletic field areas, and all asphalt play-courts, the fire-truck access road, traffic lanes through the parking areas, sidewalks and other paved and unpaved surfaces. Except for emergency vehicles or maintenance vehicles the presence of which is then required, all vehicles must be parked in designated parking spaces with the front of the vehicle facing away from the adjacent traffic lane (i.e., a vehicle must not be backed into any parking space), so that the rear bumper and license plate of the vehicle is visible from the adjacent traffic lane. This Subsection (c) shall apply to any and all stopped vehicles, regardless of the amount of time stopped, whether the vehicle's engine or motor continues to operate or whether the vehicle operator remains in the vehicle, but shall not apply to any vehicle stopped solely due to traffic or safety considerations such as vehicles backing from parking spaces or pedestrians within the vehicle's path of travel. Notwithstanding the foregoing, the Parties shall enforce the requirement that business delivery vehicles (e.g., FedEx, UPS, U.S. Mail, *et cetera*) may temporarily park in the drop-off lane adjacent to Parking Area 2 for purposes of deliveries to the ILC, but in no case for longer than reasonably necessary to complete the delivery.

(d) Other Restrictions on Parking. Notwithstanding anything to the contrary, in no circumstances shall overnight parking at the ILC be permitted, and handicap-accessible spaces at the ILC shall at all times be available on a first-come, first-served basis to anyone eligible in accordance with the law to park in such space.

Section 8.6 Requirements for Parking Permits.

(a) General Requirements. As a condition to being authorized to park a vehicle at the ILC, each student, staff member or other representative of RCCD must obtain a parking permit from RCCD and must display such permit in the vehicle at all times it is parked at the ILC. Alvord may issue parking permits to its employees and others for parking in the Reserved Daytime Spaces.

(b) Lost or Stolen Parking Permits. In no circumstances shall either Party or the ILC Administrator be responsible for any lost or stolen parking permit. A Party may charge a reasonable fee for replacement of any lost or stolen parking permit, but any such fee must be charged on a non-discriminatory basis to every person to whom that Party issues a replacement parking permit.

(c) Parking Permits Not Required for Visitors. Visitors to the ILC shall not be required to obtain a parking permit in order to park vehicles in Reserved Daytime Spaces.

However, the ILC Administrator shall, at all times prior to 3:00 p.m. on any School Day, require that each of its visitors sign in at the ILC public reception counter, and RCCD shall require that each of its visitors sign in at the RCCD entrance to the ILC. Each of the ILC Administrator and RCCD shall require that, when so signing in, each visitor to the ILC must specify his or her vehicle make, model and license-plate number; provided that such requirements need not be applied to any person merely dropping something off or making an inquiry at the ILC reception counter or RCCD entrance, without proceeding onto the ILC campus past such point. The ILC Administrator or RCCD, as applicable, shall require that each visitor remove his or her vehicle from the ILC parking areas and grounds as soon as practicable after termination of the meeting, activity or other reason for the visit.

Section 8.7 *Parking During Special Events.* The Parties shall coordinate parking for each special, after-school-hours, or extraordinarily large event held in or at the ILC to the extent necessary to ensure that adequate parking is available to accommodate those attending and/or participating in such event. To the extent necessary, such coordination may include, without limitation, restrictions on parking at the ILC campus and/or arrangements for shuttling of attendees from remote parking facilities.

Section 8.8 *Off-Site Parking and Rideshare Programs.* If at any time the parking available at the ILC for vehicles used by the Parties' students, employees, volunteers, guests and/or invitees is not sufficient to reasonably accommodate all such vehicles, the Parties shall arrange for off-site parking and/or rideshare programs for use by its students, employees and volunteers. Such offsite parking arrangements may include, without limitation, agreement(s) for use of parking spaces at La Sierra University. Both Parties shall make reasonable efforts to ensure that parking by their respective students, employees, volunteers, guests and/or invitees on public streets in the vicinity of the ILC at no time creates an unreasonable nuisance or irritation for those residing on such streets, and both Parties shall cooperate with efforts by the City or other governmental entity with appropriate jurisdiction to impose parking restrictions for the public streets in the area of the ILC intended to minimize any such nuisance or irritation.

Section 8.9 *Enforcement of Parking Regulations.* The ILC Administrator may enforce the provisions of this Article VIII. In addition, officers of the RCCD Campus Safety and Police Office, any SRO, and any other on-duty RPD or Riverside County Sheriff Department officer may enforce the provisions of this Article VIII other than Sections 8.1 and 8.7. The ILC Administrator and/or the RCCD Campus Safety and Police Office, each in their own discretion, may call upon the RPD or other governmental entity with appropriate jurisdiction for enforcement of such provisions, or may arrange for towing of vehicles found in violation of such provisions. If a person is found to have violated any of such provisions or any other rule, regulation or law applicable to parking or use of motor vehicles at the ILC, the ILC Administrator may temporarily or permanently revoke such person's privilege to park at the ILC and/or use any and all parking areas, traffic lanes, drop-off lanes and/or driveways at the ILC.

ARTICLE IX
CAPITAL IMPROVEMENTS, MAINTENANCE, OPERATIONS AND REPAIRS

Section 9.1 Facility Maintenance and Operations.

(a) Allocation of M&O Responsibility. Alvord shall be responsible for the physical operation, routine maintenance and repair of the ILC, which shall mean that Alvord has responsibility for repairing and maintaining the physical plant of the ILC in reasonable condition(s) that permit continued use of the ILC for its intended purposes and prevents disrepair. The term "repair" as used in this Section 9.1 shall not be deemed or construed to apply to any item that is intentionally or negligently damaged by any person, and such damage is addressed in Section 9.2 of this Agreement. Alvord shall operate, maintain and repair the facilities and grounds at the ILC: (i) in keeping with reasonable practices for public property; and/or (ii) as agreed in writing by the Parties. Alvord shall be responsible pursuant to this Subsection (a) for: (i) all buildings and building systems (e.g., heating, ventilation and air conditioning, potable water, lighting, *et cetera*); (ii) all parking areas, traffic lanes, drop-off areas, the fire road, sidewalks and similar areas; (iii) all landscaping and irrigation systems; (iv) all turf and hardscape play areas and equipment; and (v) all "technology" infrastructure (e.g., conduit, junction boxes, cabling, *et cetera*). Each Party shall be solely responsible for routine maintenance and repair of equipment and fixtures located or installed at the ILC that such Party owns, leases or has otherwise provided for use at the ILC. Alvord shall attempt to schedule necessary routine maintenance and repairs at mutually convenient times unless they are to be performed on an emergency basis. RCCD shall notify Alvord in writing if RCCD desires that Alvord address any particular ILC operations, maintenance or repair matter. Notwithstanding the foregoing, the Parties may agree that each Party shall provide its own custodial services for their respective Exclusive Use Areas.

(b) Allocation and Payment of M&O Costs. Subject to its rights to reimbursement from RCCD pursuant to this Subsection (b), Alvord initially shall pay all costs of operations, maintenance and/or repairs performed in accordance with Subsection (a) of this Section 9.1 ("M&O Costs"). RCCD's share of the M&O Costs shall be equivalent to the cost for wages and benefits of a full-time custodian, and shall be paid by RCCD to Alvord within a reasonable time after receipt of an invoice from Alvord each quarterly period or other times as agreed by the Parties. Payment for maintenance of the grounds shall be solely the responsibility of Alvord.

Section 9.2 Repair of Damages to Facilities, Fixtures and Equipment.

(a) Allocation of Repair Responsibility. Alvord shall be responsible for performing repairs of any and all damage to the facilities, fixtures, or grounds at the ILC, regardless of the cause of the damage. RCCD shall immediately notify Alvord of any and all such damage of which RCCD becomes aware, and Alvord shall immediately notify RCCD of any and all such damage of which Alvord becomes aware. With respect to repairs to property at the ILC other than the interior of any RCCD Exclusive Use Areas, including, without limitation, any

corridors, hallways, building systems, exterior walls, roofs, playground equipment, landscaping, *et cetera*, Alvord shall perform such repairs as determined by Alvord in its reasonable discretion. With respect to repairs to the interior of any RCCD Exclusive Use Area, except in the event of an emergency or when immediate repairs are necessary to prevent additional damage to any property or injury to any person, Alvord shall perform such repairs as determined by the Parties. Notwithstanding the foregoing, any and all repairs to the facilities, fixtures and grounds at the ILC, shall be consistent with reasonable practices for public property, permit continued use of the ILC for its intended purposes, and be aesthetically consistent with similar facilities, fixtures or grounds at the ILC. Each Party shall be responsible for repairing any and all damages to computers, copiers, printers, facsimile machines, and other non-building-systems equipment at the ILC that such Party owns, leases or otherwise has provided for use at the ILC, regardless of the cause of the damage.

(b) Allocation of Repair Costs. Notwithstanding any other provision of this Agreement, each Party shall be responsible for the costs to repair any and all damages to the facilities, fixtures, equipment or grounds at the ILC caused by or resulting from the act(s) of any employee, student, volunteer, guest, or invitee of that Party on the ILC campus, any person who is present on the ILC campus as a result or consequence of any service, program or activity conducted, offered or sponsored by that Party at the ILC, or any person who is present on the ILC campus pursuant to, or as a result or consequence of, that Party's rights under this Agreement. If damage occurs to an item or thing during any period when the item or thing was controlled by a Party, or was being used by or for purposes of such Party, there shall be a rebuttable presumption that the use resulted in the damage and that such Party is responsible for the cost to repair the item or thing. In the event any damage to the facilities, fixtures, equipment or grounds at the ILC is the result of any cause other than the foregoing, including, without limitation, any natural cause (e.g., storm, wildfire, earthquake, *et cetera*), or if the Parties reasonably are unable to determine the cause of any damage, each Party shall be responsible for the cost incurred in repairing the damage to the facilities, fixtures, equipment or grounds at the ILC that such Party owns. Except in the event of an emergency or when immediate repairs are necessary to prevent additional damage to property or injury to any person, the Parties shall confer and agree as to the cause of any damage and estimated cost to repair such damage prior to undertaking any repairs for which one Party anticipates any reimbursement from the other Party.

Section 9.3 Initial Capital Costs. In accordance with Education Code Section 17077.42 and pursuant to separate agreement between the Parties, RCCD has contributed an amount toward construction of the Joint Use Facilities that is at least 25% of the total cost thereof, and Alvord has contributed the balance of the local "matching" funds required for the construction of the Joint Use Facilities.

Section 9.4 Capital Improvements Costs. Subject to the terms of this Section, Alvord shall be responsible for the performance of any capital improvements or replacements to the ILC. For purposes of this Agreement, capital improvements or replacements are defined as any

addition, reconstruction, renovation or replacement (other than normal repair and maintenance) of (i) building structural members, (ii) roof or roofing materials, (iii) HVAC, electrical, plumbing or other utility systems, or (iv) other improvements normally deemed to be "capital" facilities. Except in the event of an emergency or when immediate repairs are necessary to prevent additional damage to property or injury to any person, the Parties shall confer regarding the extent, nature, and estimated or projected costs of necessary capital improvements and/or replacements, and shall agree in advance as to the necessity, overall cost or estimated cost, and amount or proportion of each Party's financial contribution toward the cost of capital improvements and/or replacements, prior to undertaking any such capital improvements and/or replacements for which Alvord anticipates reimbursement from RCCD. Notwithstanding the foregoing, RCCD or the childcare program operator shall pay all the capital improvement costs for adding diaper-changing stations in the preschool rooms and for the preschool playground.

Section 9.5 Damage Precluding Safe and Reasonable Operations.

(a) Within Twenty Years of Effective Date. Notwithstanding anything to the contrary, if, within twenty years of the Effective Date, the ILC is substantially damaged or destroyed such that it is not possible, practical or feasible for either Party or both Parties to safely and reasonably continue to conduct, offer or sponsor the services, programs and activities at the ILC that are authorized pursuant to this Agreement, the Parties shall meet and confer with respect to reconstruction, replacement or repair of the damaged or destroyed portions of the ILC ("Destroyed Facilities"). The Parties shall determine if available insurance proceeds, together with any other funds as either Party may agree to contribute, will be sufficient to pay all costs and expenses of reconstructing, replacing and/or repairing the Destroyed Facilities to the standards and to the extent required pursuant to the then-existing requirements of the Division of State Architect and applicable provisions of the California Code of Regulations, the Uniform Building Code, and other federal, State and local laws. If the Parties determine that the available insurance proceeds and other funds to be contributed by the Parties will be sufficient to pay all of such costs and expenses, the Parties shall determine and agree in writing on all terms necessary to complete the reconstruction, replacement and/or repair of the Destroyed Facilities. If the Parties determine that available insurance proceeds and other funds to be contributed by the Parties are not sufficient to pay all of such costs and expenses, either Party may determine not to reconstruct, replace or repair the portion of the ILC that such Party owns, in which event this Agreement shall terminate.

(b) More Than Twenty Years After Effective Date. Notwithstanding anything to the contrary, if, at any time more than twenty years after the Effective Date, the ILC is substantially damaged or destroyed such that it is not possible, practical or feasible for either Party or both Parties to safely and reasonably continue to conduct, offer or sponsor the services, programs and activities at the ILC that are authorized pursuant to this Agreement, either Party, in its sole discretion, may determine not to reconstruct, replace or repair the portion of the ILC that such Party owns, in which event this Agreement shall terminate.

ARTICLE X
PAYMENT OF AMOUNTS DUE TO OTHER PARTY

Section 10.1 Invoicing and Payment of Amounts Due. Each Party shall provide invoices for amounts payable to that Party pursuant to this Agreement, unless the Parties agree otherwise, on a quarterly basis. An invoice must include information in such reasonable detail as will permit the other Party to determine the basis for each charge specified in the invoice. A Party must pay the reasonably undisputed portion of any such invoice within thirty days of receiving the invoice. Any amounts not paid within such thirty-day period shall, at the election of the invoicing Party, be subject to payment of interest at the prime rate +2%. A Party may consolidate the invoicing of charges payable by the other Party into a single invoice, provided that the invoice clearly and reasonably specifies each item being charged separately from the other items. For purposes of such consolidation of invoicing, the billing Party may defer invoicing any one or more individual charges for up to one billing period after those charges otherwise would have been due and payable. Notwithstanding the foregoing, a Party's failure to timely include any amount due pursuant to this Agreement in any invoice shall not be deemed or construed as a waiver by such Party of a right to payment of such amount.

ARTICLE XI
LIABILITY, INDEMNIFICATION AND DEFENSE

Section 11.1 Sole Acts or Omissions of Alvord. Alvord shall indemnify, defend, and hold-harmless RCCD and each of its governing body members, officers, employees and agents (each an "RCCD Agent") against and from any and all claims, demands, actions, governmental proceedings, damages, costs, expenses (including, without limitation, attorney's fees and expenses), and other liabilities of any nature (including, without limitation, those arising from damage to property or the injury or death of any person) arising solely out of the acts or omissions of Alvord in connection with or pursuant to this Agreement. In its sole discretion and at its own cost and expense, RCCD may participate in the defense of any such claim, demand, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve Alvord of any obligation imposed pursuant to this Section 11.1. RCCD shall promptly notify Alvord of any claim, demand, action, or proceeding within the scope of this Section 11.1 and shall cooperate fully in Alvord's defense of same.

Section 11.2 Sole Acts or Omissions of RCCD. RCCD shall indemnify, defend, and hold-harmless Alvord and each of its governing body members, officers, employees and agents (each an "Alvord Agent") against and from any and all claims, demands, actions, governmental proceedings, damages, costs, expenses (including, without limitation, attorney's fees and expenses), and other liabilities of any nature (including, without limitation, those arising from damage to property or the injury or death of any person) arising solely out of the acts or

omissions of RCCD in connection with or pursuant to this Agreement. In its sole discretion and at its own cost and expense, Alvord may participate in the defense of any such claim, demand, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve RCCD of any obligation imposed pursuant to this Section 11.2. Alvord shall promptly notify RCCD of any claim, demand, action, or proceeding within the scope of this Section 11.2 and shall cooperate fully in RCCD's defense of same.

Section 11.3 Joint Acts or Omissions. Each Party shall provide its own defense with respect to any claim, demand, action or governmental proceeding arising out of the joint acts or omissions of the Parties. In such cases, except as provided in Section 11.4, each Party shall retain its own legal counsel and bear its own defense costs, and each Party hereby waives any right to reimbursement of such defense costs from the other Party.

Section 11.4 Joint Defense. Notwithstanding the provisions of Section 11.3, the Parties may agree in writing to a joint defense of any claim, demand, action or governmental proceeding arising out of the joint acts or omissions of the Parties. Any such agreement may provide that the Parties shall appoint legal counsel, as agreed by the Parties, to defend such claim, demand, action or proceeding. Except as provided in Section 11.5, the Parties shall equally bear (i) the cost of any such joint defense and (ii) any amount paid by the Parties in settlement of, or as a result of a final judgment issued by a court of competent jurisdiction or binding-arbitration award relating to, the claim, demand, action or proceeding. Except as provided in Section 11.5, the Parties shall equally share in any amount awarded to or received by the Parties in settlement of, or as a result of a final judgment issued by a court of competent jurisdiction or binding-arbitration award relating to, the claim, demand, action or proceeding. Neither Party may bind the other Party to any settlement of a claim, demand, action, or proceeding without the express written consent of the other Party.

Section 11.5 Comparative Fault/Damages. Notwithstanding anything in this Article XI to the contrary, in the event any settlement, judgment issued by a court of competent jurisdiction, or binding-arbitration award allocates or determines the comparative fault of the Parties, a Party shall be entitled to reimbursement of its defense, settlement, judgment and/or award costs and payments, consistent with such comparative fault, from the other Party. In the event the Parties have agreed to a joint defense as provided in Section 11.4 of this Agreement, either Party may request that the court or arbitrator, as applicable, apportion between the Parties any amount awarded to or to be received by the Parties in connection with such joint defense, based on relative merit, risk of loss, and/or damages incurred by each Party.

Section 11.6 Statutory Liability. In the event a final judgment issued by a court of competent jurisdiction determines that this Agreement is an agreement within the scope of Government Code Section 895 and, in connection therewith, imposes liability on a Party solely by virtue of Government Code Section 895.2, that Party shall be entitled to reimbursement of its defense, settlement, judgment and/or award costs and payments arising from such liability, in full,

from the other Party. In the event Government Code Sections 895 and/or 895.2 are altered or repealed, the requirements of this Section 11.6 shall apply with respect to any similar, successor or superseding law that imposes liability on a Party consistent with provisions of Government Code Section 895.2 in effect as of the Effective Date.

Section 11.7 Survival. With respect to any act, omission, or incident that occurs prior to expiration or earlier termination of this Agreement, the rights and obligations set forth in this Article XI shall survive expiration or earlier termination of this Agreement.

ARTICLE XII INSURANCE REQUIREMENTS

Section 12.1 General Insurance Requirements. Within thirty days after the Effective Date, the Parties shall have obtained and have in force the policies of insurance required pursuant to this Article XII. Such policies shall be issued by an insurer licensed to do business in this State and having an A.M. Best Company Rating of not less than an "A-" (A Minus) and Financial Size Category of not less than "IX." Notwithstanding the foregoing, either Party may obtain the insurance coverage required pursuant to this Agreement through a joint-powers self-insurance cooperative of which the Party is a member.

Section 12.2 Verification of Required Coverage. Not later than thirty days after the Effective Date, each Party shall furnish to the other Party a certificate of insurance for each policy of insurance required pursuant to this Article XII (each a "Certificate of Insurance") stating that the required insurance coverage is in full force and effect and naming the other Party as an additional insured. Within sixty days of the Effective Date, each Party shall provide to the other Party copies of all policies of insurance required pursuant to this Article XII, which the receiving Party may review for compliance with this Article XII. A Party that determines the other Party's insurance does not satisfy the requirements of this Article XII shall provide written notice of the deficiency to the other Party, which shall have twenty days to cure the deficiency. A failure by a Party that has received a copy of any insurance policy ("Receiving Party") to review that policy, or to provide any notice of deficiency in regard to that policy, shall in no event be deemed or construed to constitute acceptance or waiver by the Receiving Party of any failure by the other Party to comply with the requirements of this Article XII.

Section 12.3 Continuity of Coverage. Until such time as this Agreement is terminated, each Party shall maintain in full force and effect, without any lapse in coverage, all policies of insurance that such Party is required to maintain pursuant to this Article XII, whether through the original or any renewal or replacement policies. Each policy of insurance maintained by a Party pursuant to this Article XII and each associated Certificate of Insurance shall provide that the insurer may not cancel, terminate, or allow the insurance policy to expire without providing written notice to the other Party at least thirty days prior to any such cancellation, termination or

expiration, except in the event of cancellation for non-payment, in which case the insurer shall provide such written notice not less than ten days prior to cancellation. Language in a policy or Certificate of Insurance to the effect that the insurer will "endeavor" to provide such notice shall not be acceptable.

Section 12.4 Primary and Secondary Coverage. Insurance coverage maintained by a Party shall be deemed and construed as primary with respect to matters for which such Party is primarily liable or responsible pursuant to this Agreement, and the insurance coverage maintained by the other Party shall be deemed secondary with respect to such matters. This Section 12.4 shall be interpreted to mean that, with respect to portions of the ILC owned by a Party, that Party's insurance shall be primary, and the other Party's insurance shall be secondary, if the other Party is not otherwise primarily liable for the damage, injury or other matter at issue.

Section 12.5 Liability Insurance. Each Party shall obtain and maintain in accordance with this Article XII a policy or policies of commercial general liability insurance ("Liability Policy"), written on an occurrence basis, that provides coverage for damage to property and injury to any person (including death) arising from or occurring in connection with this Agreement, the performance of this Agreement, the presence on or use of any property pursuant to this Agreement, or the presence of any person on the ILC pursuant to or as a consequence of this Agreement. Each Party's Liability Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer's rights of subrogation against the other Party. Each Party's Liability Policy shall include coverage for the contractual liability assumed by such Party pursuant to Article XI. Unless modified pursuant to Section 12.8 of this Agreement, in no event shall a Liability Policy provide coverage in an amount less than five million dollars (\$5,000,000) per occurrence, and, if an insurance aggregate limit applies, not less than twenty million dollars (\$20,000,000) shall apply specifically to this Agreement.

Section 12.6 Motor Vehicle Insurance. Each Party shall obtain and maintain in accordance with this Article XII a policy or policies of liability insurance, written on an occurrence basis, that provides coverage for all motor vehicles owned, leased, rented, or used by a Party in undertaking any activities on or at the ILC ("Vehicle Policy"). Each Party's Vehicle Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer's rights of subrogation against the other Party. Unless modified pursuant to Section 12.8 of this Agreement, in no event shall a Party's Vehicle Policy provide coverage for damage to property and injury to any person (including death) in an amount less than two million dollars (\$2,000,000), and, if an insurance aggregate limit applies, not less than four million dollars (\$4,000,000) shall apply specifically to this Agreement. The provisions of this Section 12.6 shall not be deemed or construed to require that a Party obtain and/or maintain insurance covering the personal vehicles of its employees who drive those vehicles to and from the ILC for purposes of their employment.

Section 12.7 Workers' Compensation Insurance. Each Party shall obtain and maintain in accordance with this Article XII a policy or policies of workers' compensation insurance in compliance with Section 3700 *et seq.* of the Labor Code and all other applicable requirements, including, without limitation, any laws as may be enacted or amended from time to time. Each Party's workers' compensation insurance policy shall include a standard waiver of the insurer's rights of subrogation against the other Party.

Section 12.8 Annual Review and Adjustment of Coverage. Not later May 1 of each year during the term of this Agreement, or at any additional time if the Parties deem prudent, the Parties shall confer and agree regarding the adequacy of the insurance coverage required by this Article XII, including, as necessary, obtaining any outside or independent evaluation from an insurance or other professional. The Parties shall determine whether different insurance-coverage limits or other changes to the type and/or scope of the insurance policies required pursuant to this Article XII are required to adequately protect the interests of the Parties in the ILC and/or as described in this Agreement. If the Parties determine that different coverage limits or other changes to the insurance requirements of this Article XII are required, those requirements shall be reduced to writing and distributed to the Parties (but need not be included in an amendment to this Agreement), and each Party shall implement any changes affecting such Party effective as of the beginning of the then-upcoming fiscal year. If the Parties are unable to agree on the adequacy of then-existing requirements for insurance coverage, or on any change thereto, the Parties shall resolve such dispute in accordance with Section 13.6 of this Agreement.

Section 12.9 Failure to Obtain or Maintain Required Insurance. Any failure by a Party to obtain and maintain, in full accordance with this Article XII, the insurance coverage that such Party is required to obtain and maintain pursuant to this Article XII shall be deemed a material breach by such Party of its obligations pursuant to this Agreement. In the event a Party so breaches this Agreement, the other Party, without jeopardizing any other remedy or cause of action it may have pursuant to law or this Agreement, may, but is not required to, obtain and maintain such insurance coverage and shall be entitled to reimbursement from the breaching Party of all direct and consequential damages, costs and expenses arising from the breach, including, without limitation, the cost of obtaining the required insurance coverage. In the event of a dispute between the Parties regarding the requirements of this Article XII (including, without limitation, any dispute regarding any claimed lack of or deficiency in required coverage or the necessity for any change in the minimum requirements of this Article XII), the Parties shall resolve such dispute in accordance with Section 13.6 of this Agreement.

Section 12.10 Minimum Requirements. The requirements for insurance coverage set forth in this Article XII are to be deemed and construed as the minimum requirements for the insurance to be maintained by a Party in connection with such Party's ownership of a portion of the facilities and grounds at, and services, programs and activities conducted by such Party at, the ILC. Notwithstanding anything to the contrary, each Party shall maintain such additional

insurance coverage as such Party determines in its reasonable business judgment is required to adequately protect the interests of the Parties in the ILC and/or as described in this Agreement.

Section 12.11 Insurance Proceeds. If all or any portion of the ILC is damaged or destroyed, each Party shall make reasonable efforts to maximize the insurance proceeds received by the Parties on account of such damage or destruction and, subject to Section 9.5 of this Agreement, shall expend such funds as necessary to repair or replace the damaged or destroyed portions of the ILC. Notwithstanding the foregoing, if a Party is "self insured" through a joint-powers insurance cooperative of which the Party is a member, that Party shall not be required pursuant to this Section 12.11 to adversely and unreasonably affect any of its then-current or future deductibles, self-insured retentions, or reserves. Notwithstanding the foregoing, with respect to proceeds of insurance maintained by a Party and attributable to furnishings, equipment and/or other personal property owned by that Party or otherwise provided by that Party for use at the ILC, that Party shall be entitled to determine whether and how to expend such proceeds to replace the damaged or destroyed furnishings, equipment and/or other personal property.

ARTICLE XIII INTERPRETATION AND DISPUTE RESOLUTION

Section 13.1 Incorporation of Recitals. All Recitals set forth at the beginning of this Agreement are hereby incorporated as effective and operative provisions of this Agreement.

Section 13.2 Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision herein. The captions or headings set forth in this Agreement are for convenience only and in no way define or limit the scope or intent of any Articles, Sections, Subsections or other provisions of this Agreement. Unless specified otherwise, any reference in this Agreement to an Article, Section, Subsection, or other provision shall be construed as a reference to a provision of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular. Except as expressly provided in this Agreement, any reference in this Agreement to a period of days shall be construed to mean a period of consecutive calendar days, not business or work days.

Section 13.3 Severability. If any Article, Section, Subsection, or other provision of this Agreement is held by a court of competent jurisdiction to be illegal, null or void, or in violation of public policy, the remaining provisions herein shall not be affected thereby.

Section 13.4 Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, mediation, litigation or other proceeding arising out of this Agreement shall be initiated and

conducted only in the County of Riverside, unless a court of competent jurisdiction determines that the interests of justice and fairness require a change of venue to a different county within the State.

Section 13.5 Notice and Opportunity to Cure Defaults.

(a) *Notice of Default.* If a Party fails to perform or otherwise comply with any material obligation, covenant, or condition set forth in this Agreement, including, without limitation, if the Party fails to pay any reasonably undisputed amount due to the other Party pursuant to this Agreement, the Party shall be in breach of its material obligations pursuant to this Agreement. If a Party ("Non-Defaulting Party") alleges that the other Party is in breach of its material obligations pursuant to this Agreement ("Defaulting Party"), the Non-Defaulting Party may provide written notice of default to the Defaulting Party ("Notice of Default"). A Notice of Default must specify relevant facts in detail sufficient to reasonably describe the nature and extent of the alleged default.

(b) *Time for Cure of Default.* A Defaulting Party shall have thirty calendar days after receipt of an applicable Notice of Default to cure the default described in such notice. If a Defaulting Party has timely commenced and is diligently pursuing good-faith efforts to cure a non-monetary default, but the Defaulting Party reasonably is unable to cure the default within the thirty-day period specified in this Subsection (b), the Defaulting Party shall permit a reasonable additional amount of time to cure the default, which in no event shall exceed thirty additional and consecutive days (i.e., no cure period shall exceed a total of sixty consecutive days). Notwithstanding anything to the contrary, including, without limitation, that dispute resolution proceedings may have been initiated as described in Subsection (c) of this Section 13.5, interest shall accrue on any amount due from the Defaulting Party as described in a Notice of Default, at a prime plus 2%, commencing upon receipt of the Notice of Default and until paid to the Non-Defaulting Party.

(c) *Disputing a Notice of Default.* Nothing in this Section 13.5 shall be deemed or construed to prohibit a Defaulting Party from disputing that it has defaulted on its material obligations pursuant to this Agreement. A Defaulting Party must initiate the dispute resolution procedures set forth in Section 13.6 of this Agreement not later than twenty calendar days after receiving a Notice of Default if the Defaulting Party either: (i) disputes that it has defaulted on a material obligation pursuant to this Agreement as described in such Notice of Default; or (ii) disputes any material fact set forth in such Notice of Default. Upon initiation of such dispute resolution procedures, the time for cure of the default stated in such Notice of Default shall be tolled until completion of the dispute resolution proceedings. **If the Defaulting Party fails to initiate such dispute resolution procedures within the twenty-day time period specified in this Subsection (c), the Defaulting Party shall be deemed and construed for all purposes to have waived any and all rights it may have to thereafter dispute the correctness and/or validity of the Notice of Default and/or any material fact described therein.**

Section 13.6 Dispute Resolution.

(a) Informal Attempts. The Parties shall attempt as provided herein to resolve as quickly and as amicably as possible any disputes arising from this Agreement, including, without limitation, any disputes as to the meaning of any portion of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. A Party may initiate such informal attempts at dispute resolution by providing written notice to the other Party setting forth in reasonable detail the basis for and an analysis of the dispute and all factors relevant thereto. The Party that receives such written notice shall, within a reasonable time, not to exceed fourteen days, respond to the initiating Party in writing with a summary of the responding Party's analysis of the dispute and all factors relevant thereto. Thereafter, such informal attempts at resolving a dispute shall include diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions in a manner consistent with the intent of the Parties underlying this Agreement.

(b) Non-Binding Mediation. If the Parties are unable to resolve a dispute within sixty days after a Party initiates informal attempts at dispute resolution in accordance with Subsection (a) of this Section 13.6, either Party may request mediation of the dispute. The Parties shall attempt in good-faith to select a neutral mediator, who shall establish rules and procedures for the mediation and who shall render an advisory recommendation to the Parties as to resolution of the dispute. If the Parties are unable within thirty days of a request for mediation to agree on a mediator or on the terms for the mediation, then mediation of the dispute shall not be a prerequisite to arbitration of the dispute as provided in Subsection (c) of this Section 13.6. The Parties shall equally share the costs of any mediation initiated pursuant to this Subsection (b).

(c) Binding Arbitration. If the Parties fail to resolve any dispute within thirty days after completing mediation of the dispute, or if the Parties were unable to agree on a mediator or on the terms for mediation as provided in Subsection (b) of this Section 13.6, then any such dispute shall be resolved, if at all, by binding arbitration conducted by a retired judge of the Riverside County Superior Court selected by the Parties. Notwithstanding the foregoing, unless the Parties agree otherwise in writing, if the monetary value or cost of the dispute exceeds \$150,000 or if the dispute relates to a Party's right to terminate this Agreement, the binding arbitration shall be conducted by a panel of three retired judges of the Riverside County Superior Court. If the Parties are unable to agree on an arbitrator or a panel of arbitrators within thirty days of the receipt of a request for arbitration, the Party that initiated the arbitration process shall request that the presiding judge of the Riverside County Superior Court designate an arbitrator or a panel of arbitrators, as the case may be. As described in Subsection (d) of this Section 13.6, the selected or designated arbitrator or panel of arbitrators ("Arbitrator") shall establish procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the Arbitrator must adhere to and apply all substantive statutory, regulatory and case law that is applicable to the dispute. Each Party shall pay one-half of the costs of the arbitration and each shall be responsible for its own attorneys' fees and costs incurred in connection with any such

arbitration. If a Party petitions to confirm, correct, or vacate an arbitration award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing Party shall be entitled as part of its costs to reasonable attorneys' fees and expenses to be fixed by the court.

(d) Arbitration Submission Agreement. Upon selection or designation of the Arbitrator pursuant to Subsection (c) of this Section 13.6, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the arbitration in accordance with this Agreement, and shall contain the following elements in addition to any other rules and procedures for the arbitration established by the Arbitrator:

(i) The arbitration hearing shall commence as soon as practicable, but in no event later than 120 days from the effective date of the submission agreement;

(ii) Discovery in aid of arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1;

(iii) The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery to the extent reasonably related to the dispute at issue, but, upon request of a Party, the Arbitrator shall rule as to whether the other Party is abusing or has abused rights of discovery and shall impose appropriate evidentiary exclusions, limitations, sanctions or other requirements on such other Party as a result thereof;

(iv) The Arbitrator shall adhere to and apply all applicable federal and State statutory, regulatory and decisional (case) law (both substantive and procedural) in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively;

(v) Within sixty days after the arbitration hearing commences, Arbitrator shall complete the arbitration proceedings and issue a written statement of decision, explaining the factual and legal basis for the decision with respect to the matter in dispute, and shall deliver such statement of decision concurrently to the Parties and their respective legal counsel via registered or certified U.S. mail, return receipt requested;

(vi) All applicable evidentiary privileges and the work-product doctrine shall be available for purposes of the arbitration and arbitration hearing, and shall not be deemed to have been waived by entering into this Agreement, by entering into the submission agreement, or by any conduct or actions of the Parties undertaken in connection with the subsequent arbitration pursuant the submission agreement;

(vii) Any petition by a Party to confirm, correct or vacate a decision of the Arbitrator must be filed within thirty days following the receipt of the decision via registered or certified U.S. mail;

(viii) Not less than fourteen days prior to commencement of the arbitration hearing, each Party must make a full disclosure to the other Party and the Arbitrator of: (1) all documents to be presented by such Party as evidence during the arbitration hearing; and (2) any witnesses to be called by such Party during the arbitration hearing;

(ix) Except for purposes of impeachment, only documents and witnesses disclosed as provided in Subdivision (viii) of this Subsection (d) may be presented and called during the arbitration hearing, or may be considered by the Arbitrator in reaching a decision;

(x) If an arbitration decision requires or contemplates performance by a Party as directed in the decision, the arbitration shall be deemed continued and the Arbitrator shall retain jurisdiction for purposes of resolving any subsequent dispute between the Parties as to such performance;

(xi) Prior to completion of any arbitration proceedings that have been initiated in accordance with this Section, if the Parties settle the dispute that is the subject of the arbitration, the Parties may terminate the arbitration by providing written notice to the Arbitrator, but neither Party may unilaterally terminate the arbitration; and

(xii) Arbitration proceedings shall be deemed complete as of the effective date of any settlement of the applicable dispute by the Parties, thirty days following the receipt by the Defaulting Party of the Arbitrator's decision if no petition challenging the decision is timely filed, or upon final disposition by a court of competent jurisdiction of a timely-filed petition challenging the decision, whichever is applicable.

Section 13.7 Rights Are in Lieu of Litigation. To the extent not in conflict with the laws of the State, as those laws may from time to time be promulgated or amended, the rights of the Parties to initiate the dispute resolution provisions of Section 13.6 of this Agreement are in lieu of any rights the Parties may have to initiate any equitable or legal action arising from this Agreement in any State or federal court.

Section 13.8 Continuing Performance of Obligations. At all times during any proceedings or other attempts by the Parties to resolve any dispute in accordance with Section 13.6 of this Agreement, each Party shall continue to be responsible for performance of its obligations pursuant to this Agreement and any other agreements resulting or arising from this Agreement.

ARTICLE XIV
TERM AND TERMINATION

Section 14.1 Term of Agreement. Unless earlier terminated by the Parties, this Agreement shall remain in effect until the date that is forty years after the April 20, 2006, date of the Original JUA, at which time this Agreement shall expire. Notwithstanding the foregoing, this Agreement shall automatically terminate upon expiration or early termination of either or both of the 3-Acre Lease and/or the 13-Acre Lease.

Section 14.2 Termination Arising from Change in Use. Notwithstanding anything to the contrary, this Agreement shall automatically terminate at any time that the property on which the ILC now exists, for whatever reason, is no longer being used primarily and substantially for purposes described in Section 1.1 of this Agreement.

Section 14.3 Termination After Failure to Cure Default.

(a) Notice of Termination. If a Defaulting Party fails to cure or otherwise correct the default described in a Notice of Default within the time permitted pursuant to Subsection (b) of Section 13.5 of this Agreement and to the Non-Defaulting Party's reasonable satisfaction, the Non-Defaulting Party, in its sole discretion, may provide written notice to the Defaulting Party that this Agreement shall terminate ("Notice of Termination"). A Non-Defaulting Party's right to terminate this Agreement pursuant to this Section 14.3 shall be in addition to any other bases for termination set forth in this Agreement.

(b) Alternatives to Termination. In lieu of terminating this Agreement on account of a Defaulting Party's failure to cure or otherwise correct a default, the Non-Defaulting Party, in its sole discretion, may take any and all such action to enforce this Agreement as permitted by law and/or this Agreement. If a Non-Defaulting Party does not provide a Notice of Termination in response to a failure by the Defaulting Party to cure a default, the Non-Defaulting Party shall not thereafter be prohibited from providing a Notice of Termination on account of the same or any similar default by the Defaulting Party, subject to the Non-Defaulting Party providing additional notice and opportunity to cure pursuant to Section 13.5 of this Agreement.

(c) Effective Date of Termination. A termination of this Agreement by a Non-Defaulting Party pursuant to this Section 14.3 shall be effective thirty days after receipt by the Defaulting Party of the Notice of Termination, or as of such later date specified in the Notice of Termination by the Non-Defaulting Party in its sole discretion ("Termination Date").

(d) Disputing a Notice of Termination. Nothing in this Section 14.3 shall be deemed or construed to prohibit a Defaulting Party from disputing that the Non-Defaulting Party has the right to terminate this Agreement pursuant to this Section 14.3. A Defaulting Party must initiate the dispute resolution procedures set forth in Section 13.6 of this Agreement not later than

twenty-five calendar days after receiving a Notice of Termination if the Defaulting Party: (i) disputes that the Non-Defaulting Party has the right to terminate this Agreement pursuant to this Section 14.3; or (ii) disputes any fact set forth in such Notice of Termination that materially and adversely affects the Non-Defaulting Party's right to so terminate this Agreement. Upon initiation of such dispute resolution procedures, the Termination Date shall be tolled until completion of the dispute resolution proceedings. Notwithstanding anything to the contrary, and for all purposes, including, without limitation, for purposes of any dispute resolution proceedings, any waiver deemed to have occurred pursuant to Subsection (c) of Section 13.5 of this Agreement shall be deemed and construed as conclusive with respect to any matter within the scope of such waiver. **If the Defaulting Party fails to initiate such dispute resolution procedures within the twenty-five-day time period specified in this Subsection (d), the Defaulting Party shall be deemed and construed for all purposes to have waived any and all rights it may have to thereafter dispute the correctness and/or validity of the Notice of Termination and/or any material fact described therein.**

Section 14.4 Effect of Expiration or Earlier Termination.

(a) Continuing Rights and Obligations. As of the expiration or earlier termination of this Agreement for any reason, any and all remaining rights and executory obligations pursuant to this Agreement shall be extinguished other than any and all of the following, which shall be deemed and construed to survive expiration or earlier termination of this Agreement: (i) monetary rights and obligations that accrued prior to the Termination Date; (ii) monetary rights and obligations arising from Section 14.6 of this Agreement; (iii) indemnity (including defense) obligations with respect to acts or incidents that have occurred prior to the Termination Date; and (iv) obligations to quitclaim interests in the other Party's property pursuant to Section 14.5 of this Agreement.

(b) Removal of Personal Property. Not later than the effective date of any expiration or termination of this Agreement: (i) Alvord shall remove all of its personal property from the RCCD Parcel, including, without limitation, any fixtures installed at Alvord expense, which may be removed only upon consent of RCCD; and (ii) RCCD shall remove all of its personal property from the Alvord Parcel, including, without limitation, any fixtures installed at RCCD's expense, which may be removed only upon consent of Alvord. Neither Party may deny such consent to removal of a fixture installed at the other Party's expense if such removal can be accomplished without significant or unreasonable damage to the building or other improvement to which the item is affixed.

(c) Monetary Offsets. In the event of a termination pursuant to Section 14.3 of this Agreement, the Non-Defaulting Party may retain any monetary amounts due and payable, as of the Termination Date, to the Defaulting Party as an offset against amounts due or to become due from the Defaulting Party, whether prior to or after the Termination Date.

Section 14.5 *Quitclaim After Expiration or Earlier Termination.* As obligations surviving, and effective only concurrent with, expiration or earlier termination of this Agreement: (i) upon request of RCCD, but subject to limitations set forth in Section 14.6 of this Agreement, Alvord shall execute and deliver to RCCD a quitclaim deed or equivalent document, in recordable form with signature notarized, quitclaiming to RCCD all of Alvord's rights, title and interests in and to the RCCD Parcel; and (ii) upon request of Alvord, RCCD shall execute and deliver to Alvord a quitclaim deed or equivalent document, in recordable form with signature notarized, quitclaiming to Alvord all of RCCD's rights, title and interests in and to the Alvord Parcel.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.1 *Time is of the Essence.* Time is of the essence with respect to each and every obligation of the Parties pursuant to this Agreement. Notwithstanding the foregoing, the Parties may agree in writing to extend any time period for performance of an obligation that is set forth in this Agreement.

Section 15.2 *ILC Administrator.* References in this Agreement to the "ILC Administrator" shall be deemed and construed to be references to the Principal assigned to the ILC from time to time by Alvord. The ILC Administrator shall be responsible for the day-to-day administration of this Agreement in accordance with its terms, and, as determined by Alvord, the ILC Administrator may from time to time delegate administrative responsibilities to one or more other persons.

Section 15.3 *Policies and Rules.* Nothing in this Agreement shall be deemed or construed to limit, in any manner, the discretion of Alvord's Board of Education in establishing, modifying, implementing, and/or enforcing any educational, operational or other policy, rule, procedure or requirement applicable to Alvord's schools, students or personnel generally, or to the ILC specifically, including, without limitation, policies regarding use of Alvord property. Likewise, nothing in this Agreement shall be deemed or construed to limit, in any manner, the discretion of RCCD's Board of Trustees in establishing, modifying, implementing, and/or enforcing any educational, operational or other policy, rule, procedure or requirement applicable to RCCD's schools, students or personnel generally, or to the ILC specifically.

Section 15.4 *Ownership of Property.* Nothing in this Agreement shall be deemed or construed to affect Alvord's fee title to the Alvord Parcel or the facilities or other improvements constructed thereon from time-to-time, or to affect RCCD's fee title to the RCCD Parcel or the facilities or improvements constructed thereon from time-to-time.

Section 15.5 *Encumbrances.* RCCD shall not by lien, pledge, assignment, or any other means encumber, or permit the encumbrance of, any portion of the Alvord Parcel or any facilities

at the ILC owned by Alvord, and RCCD shall pay the costs incurred by Alvord in removing or clearing any encumbrance attributable to RCCD's failure to comply with this Section 15.5, including, without limitation, any attorneys' fees and expenses. Likewise, Alvord shall not by lien, pledge, assignment, or any other means encumber, or permit the encumbrance of, any portion of the RCCD Parcel or any facilities at the ILC owned by RCCD, and Alvord shall pay the costs incurred by RCCD in removing or clearing any encumbrance attributable to Alvord's failure to comply with this Section 15.5, including, without limitation, any attorneys' fees and expenses.

Section 15.6 Amendments. This Agreement may be modified or amended only by means of a writing duly approved and executed by both Parties.

Section 15.7 Assignment and Delegation. Neither Party shall assign any right or delegate any duty or obligation set forth in this Agreement without the written consent of the other Party, except as provided by law with respect to public-agency successors.

Section 15.8 No Other Representations. Each Party acknowledges that neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement, and that this Agreement has not been executed in reliance on any promise, representation, or warranty not contained herein.

Section 15.9 Waiver. Failure by a Party to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

Section 15.10 Compliance with Law. In connection with any use of the Joint Use Facilities and/or other facilities and/or grounds at the ILC, each Party, at its own cost and expense, shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, either now in effect or that may hereafter be amended, promulgated or enacted. Alvord shall not suffer or permit any use of the Joint Use Facilities located on the RCCD Parcel, and RCCD shall not suffer or permit any use of the Joint Use Facilities located on the Alvord Parcel, that violates any applicable law, ordinance, rule, regulation or other requirement of any governmental agency with jurisdiction over the ILC or the use thereof by one or both of the Parties.

Section 15.11 Counterparts. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one original document. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement containing the original signatures of both Parties.

(The remainder of this page intentionally left blank.)

Section 15.12 Due Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of that Party.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as follows:

Alvord Unified School District

By: _____
Wendel W. Tucker, Ph.D.,
Superintendent

Riverside Community College District

By: _____
Gregory W. Gray, Chancellor

By: _____
Jan Muto, President
Riverside City College

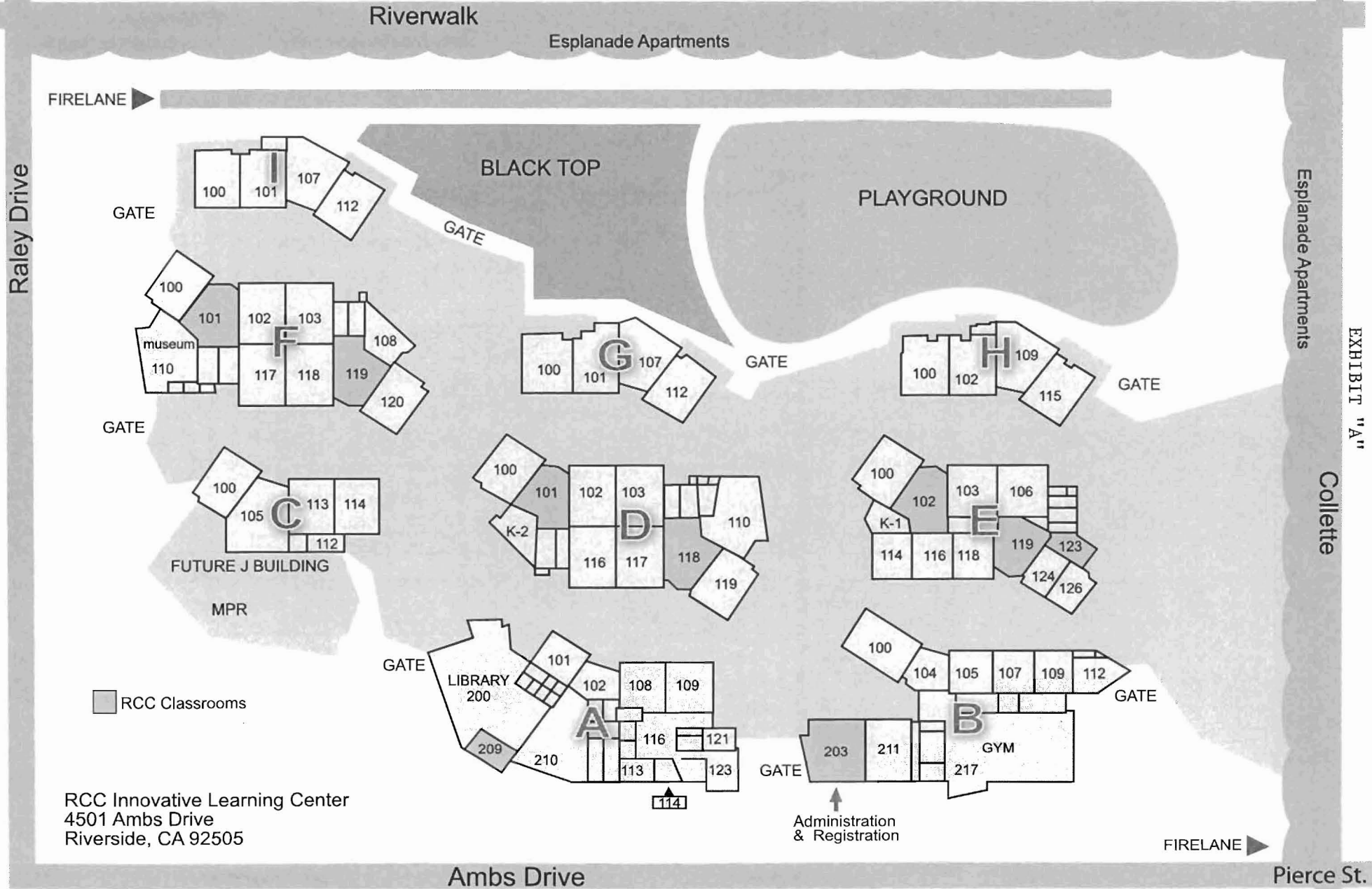
Approved as to Form:
Bowie, Arneson, Wiles & Giannone

By: _____
Brian W. Smith, Attorneys for the
Alvord Unified School District

Approved as to Form:
Clayson, Mann, Yaeger & Hansen

By: _____
David R. Saunders, Attorneys for the
Riverside Community College District

RCC Innovative Learning Center at Stokoe Elementary School



RCC Innovative Learning Center
4501 Ambs Drive
Riverside, CA 92505

EXHIBIT "A"

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: August 18, 2009

Subject: Surplus Property

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

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

Dr. Gregory W. Gray
Chancellor

Prepared by: Bill J. Bogle, Jr.
Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	HP	CPU	XG838	KR11010561	018369
1	GATEWAY	CPU	E4000	0029728925	023549
1	GATEWAY	CPU	E4000	0029728931	023514
1	GATEWAY	CPU	E4000	0029728933	023531
1	GATEWAY	CPU	E4000	0029728934	023542
1	GATEWAY	CPU	E4000	0029728935	023546
1	GATEWAY	CPU	E4000	0029728936	023545
1	GATEWAY	CPU	E4000	0029728937	023535
1	GATEWAY	CPU	E4000	0029728944	023559
1	GATEWAY	CPU	E4000	0029728945	023552
1	GATEWAY	CPU	E4000	0029728950	023538
1	GATEWAY	CPU	E4000	0029728952	023536
1	GATEWAY	CPU	E4000	0029728956	023560
1	GATEWAY	CPU	E4000	0029728958	023529
1	GATEWAY	CPU	E4400-667	0020439856	016490
1	DELL	CPU	XPS B800	6D12701	016412
1	GATEWAY	CPU	E4200-700	0018822743	014535
1	GATEWAY	LAPTOP	600X	0029572371	020056
1	GATEWAY	CPU W/MONITOR	P4	27601444	020978
1	GATEWAY	CPU W/MONITOR	E3400	0020074217	020850
1	PANASONIC	FAX MACHINE	KXFP85	1ABFA197282	017659
1	GATEWAY	MONITOR	FPD1530	MUL5018A0014214	019603
1	NEC	MONITOR	LCD1550V	2Y03764TA	019972
1	GATEWAY	MONITOR	FPD1730	TL819A425047888	024495
1	GATEWAY	MONITOR	FPD1731	TL819A425048249	024491
1	GATEWAY	MONITOR	FPD1732	TL819A425047905	024488
1	GATEWAY	MONITOR	FPD1733	TL819A425048117	024487
1	GATEWAY	MONITOR	FPD1734	TL819A425047879	024484
1	GATEWAY	MONITOR	FPD1735	TL819A425047904	024479
1	GATEWAY	MONITOR	FPD1736	TL819A425048165	024478
1	GATEWAY	MONITOR	FPD1737	TL819A425047894	024472
1	GATEWAY	MONITOR	FPD1738	TL819A425048261	024468
1	GATEWAY	MONITOR	FPD1739	TL819A425048141	024467
1	GATEWAY	MONITOR	FPD1740	TL819A425047980	024466
1	GATEWAY	MONITOR	FPD1741	TL819A425048189	024496
1	GATEWAY	MONITOR	FPD1742	TL819A425048177	024476
1	GATEWAY	MONITOR	FPD1730	MUL7003D0027669	021784
1	GATEWAY	MONITOR	FPD1730	QS7330401586	021903
1	GATEWAY	MONITOR	FPD1730	TL819A415027741	021351
1	DELL	MONITOR	M991	MX049VYR478010	016179

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ACADEMIC AFFAIRS

Report No.: V-A-7-b

Date: August 18, 2009

Subject: Resolution for Delegation of Signature Authority– Resolution No. 01-09/10
Community Development Block Grant

Background: On May 15, 2009, the City of Riverside granted an award of \$24,000.00 in the 2009/2010 Community Development Block Grant (CDBG) funding for job training, development and placement targeting low-income and displaced worker households in the city of Riverside beginning July 1, 2009 and ending on June 30, 2010. The City of Riverside requires proof of signature authority on these CDBG documents and the associated agreement. Attached, for your consideration, is Resolution 01-09/10, giving signature authority to James L. Buysse, Vice Chancellor, Administration and Finance.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 01-09/10, granting signature authority to James L. Buysse for the execution of the Community Development Block Grant documents and the associated agreement between the City of Riverside and the Riverside Community College District for the period July 1, 2009 to June 30, 2010.

Gregory W. Gray
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 01-09/10

Resolution Regarding City of Riverside Community Development
Block Grant Signature Authority

WHEREAS, Riverside Community College District, Customized Training Solutions has been awarded a Subrecipient Agreement by the City of Riverside to provide training, and;

WHEREAS, the City of Riverside requests a letter of signature authority, effective August 19, 2009, and;

WHEREAS, it is the desire of the Board of Trustees of the Riverside Community College District to delegate to James L. Buysse, Vice Chancellor Administration and Finance signature authority for the execution of the Community Development Block Grant documents and the associated agreement between the City of Riverside and the Riverside Community College District, and;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Riverside Community College District grants signature authority to James L. Buysse, Vice Chancellor, Administration and Finance for the execution of the Community Development Block Grant documents and the associated agreement between the City of Riverside and the Riverside Community College District, effective August 19, 2009, and ending on June 30, 2010. Any extension of this arrangement will require a sixty-day advance notice by the City of Riverside.

Passed and adopted this 18th day of August, 2009.

Virginia Blumenthal, President
BOARD OF TRUSTEES OF THE
RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: August 18, 2009

Subject: Phase III – Norco/Industrial Technology Center, Purchase Using General Services Administration

Background: The General Services Administration (GSA) maintains lists of contracts for goods and services awarded to vendors and approved for use of all governmental entities that are empowered to expend public funds for the acquisition of goods and services. The District may use the GSA contracts to purchase audio visual installation supplies in conjunction with configuration and integration services for the Norco Industrial Technology Center in accordance with Public Contract Code Section 20652. This project will be funded from Measure C and State

<u>Vendor</u>	<u>Contract #</u>	<u>Description</u>	<u>Total</u>
Spinitar	GS-03P-0001P	Integration and Configuration Services, Audio Visual Installation & Supplies	\$127,083

funds.

Recommended Action: It is recommended that the Board of Trustees approve using the General Services Administration (GSA) contract to purchase audio visual installation supplies in conjunction with configuration and integration services from Spinitar, in the amount of \$127,083 for the Norco Industrial Technology Center.

Gregory W. Gray
Chancellor

Prepared by: Steve Gilson
Associate Vice Chancellor
Information Services

Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-d

Date: August 18, 2009

Subject: Notices of Completion

Background: Facilities Planning, Design and Construction staff reports the following projects, previously approved by the Board of Trustees, are now complete.

<u>Project</u>	<u>Contractor</u>	<u>Campus</u>
ECS Shade Structure Project	USA Shade & Fabric Structures	Moreno Valley
ECS Shade Structure	USA Shade & Fabric Structures	Norco
Industrial Technology, Lab Casework	Dennis Reeves	Norco
Industrial Technology, Cabinets	K & Z Cabinet Company	Norco
Industrial Technology, Rough Carpentry	West-Helm Construction	Norco
Industrial Technology, Architectural Signs	Joshua Shearer	Norco
Music, Cosmo & Ceramic Bridge Upgrades	JM Builders	Riverside

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 & Construction

Doretta Sowell
Purchasing Manager

Reagan Romali
Vice President
Business Services, Moreno Valley

Norm Godin
Vice President
Business Services (formerly Norco; currently Riverside)

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

Name James L Buysse,
Vice Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Moreno Valley ECS Shade Structure Project DSA A# 04-109895
- The name of the contractor, if any, for such work of improvement was USA Shade & Fabric Structures
(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 St. 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 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.
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 James L Buysse,
Vice Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Norco ECS Shade Structure Project DSA A# 04-109896
- The name of the contractor, if any, for such work of improvement was USA Shade & Fabric Structures
(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 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.
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 James L Buysse,
Vice Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Phase III Industrial Technology Center Project Lab Casework Trade Portion DSA A# 04-108588
- The name of the contractor, if any, for such work of improvement was Dennis Reeves
(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 St., 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 James L Buysse,
Vice Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Phase III Industrial Technology Center Project, Cabinets Trade Portion DSA A# 04-108588
- The name of the contractor, if any, for such work of improvement was K&Z Cabinet 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 St., 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.

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 James L Buysse,
 Vice Chancellor, Admin. & Finance
 Street Address 4800 Magnolia Ave.
 City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Phase III. Industrial Technology Center Project. Rough Carpentry Trade Portion DSA A# 04-108588
- The name of the contractor, if any, for such work of improvement was West-Helm Construction.
(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 St., 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.

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 James L Buysse,
Vice Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Phase III. Industrial Technology Center Project. Architectural Sign Identity Trade Portion DSA A# 04-108588
- The name of the contractor, if any, for such work of improvement was Joshua Shearer
(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 St., 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.
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 James L. Buysse,
Vice Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside, CA 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 08/18/2009. The work done was:
Music, Cosmo, Ceramic Bridge Upgrades Project
- The name of the contractor, if any, for such work of improvement was JM Builders
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Riverside,
County of Riverside, State of California, and is described as follows: College Campus
- The street address of said property is 4800 Magnolia Ave., Riverside, CA 92506
(If no street address has been officially assigned, insert "none")

Dated: _____

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, 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)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-e

Date: August 18, 2009

Subject: Norco Campus Soccer Field Project - Phase II, Subcontractor Substitution

Background: On January 27, 2009, the Board of Trustees awarded a contract to CSI Construction to provide general contracting services for the Norco Campus Soccer Field Project – Phase II. As required by California Public Contract Code (PCC), Section 4104(a)(1), CSI Construction provided a list of subcontractors within their bid package indicating subcontractors who will perform services during the project.

CSI Construction requests to add the following firms to their subcontractors list for the Soccer Field Phase II Project at no additional cost to the District. The subcontractor names, trades and locations are as follows:

A-1 Conditioned Air	Heating, Ventilation & Air Conditioning	Upland, CA
Adkan Engineers	Survey and Staking	Riverside, CA
Imperial Paving	Paving and Striping	Santa Fe Springs, CA
Lyons & Co.	Roofing and Sheetmetal	Upland, CA

In addition, the Facilities Planning, Design and Construction department is requesting that the Board approve the requested substitution of the electrical and plumbing subcontractors, UST Development, Inc. and GBC Plumbing, as subcontractors on the Norco Campus Soccer Field Project - Phase II at no additional cost to the District. The substitutions are in accordance with California PCC, Section 4107(a)(1). During the subcontractor agreement process, Quality Electrical Services and C.I. Plumbing withdrew their bids to CSI Construction due to economic limitations and refused to execute a sub-contract. As a result, Quality Electrical Services and C.I. Plumbing have each submitted a consent letter to CSI Construction requesting a subcontractor substitution.

Recommended Action: It is recommended that the Board of Trustees approve the addition of subcontractors A-1 Conditioned Air, Adkan Engineers, Imperial Paving, and Lyons & Co., approve the substitution of the electrical and plumbing subcontractors; UST Development, Inc. and GBC Plumbing for the Norco Campus Soccer Field Project - Phase II 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 CSI Construction.

Gregory W. Gray
Chancellor

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

Norm Godin
Vice President, Business Services
Riverside City Campus (formerly at Norco Campus)

CONSENT TO SUBSTITUTION OF SUBCONTRACTOR
Norco Campus Soccer Field Project – Phase II

This CONSENT TO SUBSTITUTION OF SUBCONTRACTOR entered into the 19th day of August, 2009, by and between the Riverside Community College District (Owner) and CSI Construction (Contractor).

WITNESSETH:

WHEREAS, the Owner and Contractor entered into an agreement for the construction of the Norco Campus Soccer Field Project – Phase II; and

WHEREAS, Contractor's Bid, which was accepted by Owner for said project, listed Quality Electrical Services and C.I. Plumbing as Subcontractor for electrical and plumbing, described by the specifications and drawings; and

WHEREAS, Contractor has represented and does hereby represent to District that Quality Electrical Services and C.I. Plumbing has requested to be substituted in good faith;

NOW THEREFORE, Owner agrees and does hereby consent to the substitution of UST Development, Inc. doing business at 2001 East Elm Court, Ontario, CA 91761 and GBC Plumbing doing business at 1417 Barnhart Lane, Norco, CA 92860, as Subcontractors to provide electrical and plumbing called for by the specifications and drawings for the Norco Campus Soccer Field Project – Phase II.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Consent to Substitution of Subcontractor as of the above date.

CSI CONSTRUCTION

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Joe Hall
Vice President
9272 Jeronimo Rd. Ste. 116
Irvine, CA 92618

By: _____
James L. Buisse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: August 18, 2009

Subject: Culinary Academy Grant

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District (RCCD) and Community Action Partnership County (CAP) of Riverside. This agreement will provide funding for a Culinary Chef instructor to assist students in the instructional aspects of the program and an Office Assistant/Job Developer to provide clerical support to the academy and students, and to assist in working with local and regional restaurants for the placement of culinary graduates into permanent jobs. CAP Riverside will also purchase a Combi Oven – a high-tech piece of instructional equipment, which will increase student productivity, knowledge, employment opportunities and 10 computers to be used by students for institutional purposes to conduct research via the web when completing class projects. Total cost not to exceed \$243,461.00. The term of the agreement is from July 1, 2009 through September 30, 2010. Funding source: Community Action Partnership of Riverside County.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Community Action Partnership of Riverside County, to provide services and equipment at the Culinary Academy, for an amount not to exceed \$243,461.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Ron Vito
Vice President, Career and Technical Programs

Community Action Partnership of Riverside County
 2038 Iowa Avenue, Suite B-102
 Riverside, CA 92507

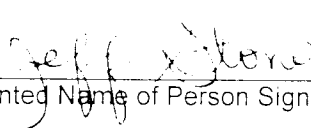

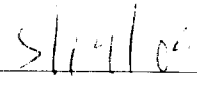
PROFESSIONAL SERVICES AGREEMENT: CAP-09-033
 CONTRACTOR: Riverside Community College District
 CONTRACT TERM: July 1, 2009 through September 30, 2010
 MAXIMUM REIMBURSABLE AMOUNT: \$243,461

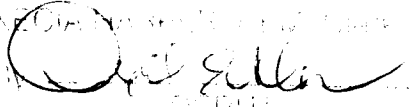
WHEREAS, the Community Action Partnership of Riverside County, hereinafter referred to as CAP Riverside, desires to train culinary students for employment;

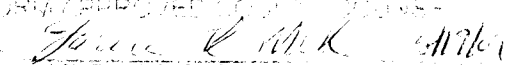
WHEREAS, Riverside Community College District is qualified to provide training and instruction through their Culinary Academy;

WHEREAS, CAP Riverside desires Riverside Community College District hereinafter referred to as the CONTRACTOR, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of CAP Riverside and the CONTRACTOR;

NOW THEREFORE, CAP Riverside and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Purchasing: 	Authorized Signature for CONTRACTOR: 
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Ron Vito
Title: Chairman, Board of Supervisors	Title: Vice President, Career & Technical Programs
Address: 4080 Lemon Street Riverside, CA 92501	Address: 4800 Magnolia Avenue Riverside, CA 92506
Date Signed: JUN 02 2009	Date Signed: 


 Jeff Stone
 Chairman, Board of Supervisors

FORN / REPOURED / ...

 Ron Vito
 Vice President, Career & Technical Programs

Riverside Community College District
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS

Table of Contents

I.	CAP RIVERSIDE RESPONSIBILITIES	4
II.	CONTRACTOR RESPONSIBILITIES	4
III.	FISCAL PROVISIONS	4
	A. MAXIMUM AMOUNT	4
	B. LINE ITEM BUDGET.....	4
	C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	4
	D. ADVANCE PAYMENT	5
	E. RECORDS, INSPECTIONS, AND AUDITS.....	5
	F. SUPPLANTATION.....	5
	G. DISALLOWANCE.....	6
	H. FINANCIAL RESOURCES.....	6
	I. AVAILABILITY OF FUNDING	6
IV.	GENERAL PROVISIONS	6
	A. EFFECTIVE PERIOD.....	6
	B. CONFLICT OF INTEREST	6
	C. NOTICES	6
	D. CONFIDENTIALITY	7
	E. CHILD ABUSE REPORTING	7
	F. PRO CHILDREN ACT OF 1994.....	7
	G. TRAFFICKING IN PERSON	7
	H. PERSONNEL DISCLOSURE	7
	I. EMPLOYMENT PRACTICES	8
	J. HOLD HARMLESS/INDEMNIFICATION	8
	K. INSURANCE	9
	L. LICENSES AND PERMITS.....	10
	M. INDEPENDENT CONTRACTOR.....	11
	N. ASSIGNMENT.....	11
	O. REPORTING	11
	P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	11
	Q. DRUG FREE WORKPLACE CERTIFICATION	11
	R. CERTIFICATION REGARDING LOBBYING	12
	S. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS	12
	T. DISPUTES	12
	U. SANCTIONS	12
	V. TERMINATION.....	12
	W. GOVERNING LAW.....	12
	X. MODIFICATION OF TERMS	13
	Y. ENTIRE AGREEMENT	13

LIST OF EXHIBITS AND ATTACHMENTS

- Attachment A – Scope of Work
- Exhibit A – Contractor Payment Request Form 2076A
- Exhibit B – Form 2076B
- Exhibit C – Instructions for Form 2076A and 2076B
- Exhibit D – Monthly Program Performance Report
- Exhibit E – CSBG Programmatic Data – Client Characteristic Report (CSD 295-CCR)
- Exhibit F – Drug-Free Workplace Certification
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – Certification Regarding Debarment, Suspension and Related Matters

CONTRACT TERMS AND CONDITIONS

I. CAP RIVERSIDE RESPONSIBILITIES

- A. CAP Riverside will assign staff to act as liaison between the CONTRACTOR and CAP Riverside.
- B. CAP Riverside will monitor the performance of the CONTRACTOR in meeting the terms, conditions, and services in this Agreement. CAP Riverside, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and CONTRACTOR self-monitoring.

II. CONTRACTOR RESPONSIBILITIES

- A. Assign staff to act as liaison to CAP RIVERSIDE.
- B. Provide services as described in the Scope of Work attached hereto and incorporated herein as "Attachment A".

III. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$243,461.

B. LINE ITEM BUDGET

Personnel: Salaries/Wages/Benefits	\$208,927
Direct Program Costs	\$34,534
Indirect Costs (maximum 5% of award)	\$0
Total Grant:	\$243,461

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. CAP Riverside will reimburse the CONTRACTOR for services provided in accordance with the terms and conditions contained herein, in this Agreement.
 1. The Contractor shall submit the Contractor Payment Request Form 2076A (Exhibit A) and the Form 2076B (Exhibit B) on a calendar month basis, following the instructions in Instructions for Form 2076A and 2076B (Exhibit C). **The Form 2076B is due on a monthly basis regardless of activity.** Supporting documentation such as pay stubs must accompany the 2076A. Exhibits A, B, C are attached hereto and incorporated herein by these references.
 2. Each claiming period shall consist of a calendar month claiming period. Contractor invoices are due no later than the 5th day of the month after which services were rendered. Any invoice not received within the time period indicated above may be rejected by CAP Riverside in its entirety if it is not feasible for CAP Riverside to make payment.
 3. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.

3. All invoices submitted in a timely manner shall be processed by CAP Riverside within ten (10) working days of receipt by CAP Riverside and forwarded to the Auditor-Controller's Office for payment.
4. If the CONTRACTOR ceases operation for any period, then no payment will apply for that period.

D. ADVANCE PAYMENT

Upon written request by the CONTRACTOR, CAP Riverside may issue an advance payment to the CONTRACTOR in the amount not to exceed 25% of the available amount of this Agreement. Advance payment will be recaptured by deduction from each of the first four (4) monthly billings at the rate of 25% of the total advance amount. If a claim during this period does not support the full repayment amount, its remaining balance will roll forward and be added to the next month's repayment dollar amount.

E. RECORDS, INSPECTIONS, AND AUDITS

The CONTRACTOR shall maintain 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.

1. 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.
2. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.
3. Should the CONTRACTOR disagree with any audit conducted by CAP Riverside, the CONTRACTOR shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with CAP Riverside 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 CAP Riverside for such an audit.
4. 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 CAP Riverside in conducting such an audit.

F. SUPPLANTATION

The CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from CAP Riverside for, or apply any sums received from CAP Riverside, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of CAP Riverside.

G. DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by CAP Riverside, the CONTRACTOR shall promptly refund the disallowed amount to CAP Riverside on request, or at its option, CAP Riverside may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with CAP Riverside.

H. FINANCIAL RESOURCES

The CONTRACTOR warrants that during the term of this Agreement, 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.

I. AVAILABILITY OF FUNDING

CAP Riverside's obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

IV. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2009 through September 30, 2010.

B. CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the CONTRACTOR believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed or retained by it under this Agreement.

The CONTRACTOR agrees to inform CAP Riverside of all of the CONTRACTOR'S interests, if any, which are or which the CONTRACTOR believes to be incompatible with any interest with CAP Riverside.

C. NOTICES

All notices, reports, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

CAP Riverside:
County of Riverside
Community Action Partnership
of Riverside County
2038 Iowa Avenue, Suite B-102
Riverside, CA 92507-2412
(951) 955-4900

CONTRACTOR:
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506
Attention: Ron Vito
(951) 222-8490

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

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

E. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to CAP Riverside 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.

F. PRO CHILDREN ACT OF 1994

CONTRACTOR must comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative Agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

G. TRAFFICKING IN PERSON

CONTRACTOR must comply with the Trafficking Victims Protection Act of 2000 (Sec. 106(g), as amended (22 U.S.C. 7104).

1. As a recipient of this award, CONTRACTOR assures that its employees, subrecipients and subrecipients' employees shall not:
 - a. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procure a commercial sex act during the period of time the award is in effect; or
 - c. Use forced labor in performance of the award or subawards under this award.
2. CONTRACTOR must inform CAP Riverside immediately of any information received from any source alleging a violation of a prohibition of the Act.
3. CONTRACTOR must include the requirements of Paragraph 1. a., b., c, in any subawards made.
4. CAP Riverside may unilaterally terminate this award if CONTRACTOR is found to have violated a provision of this Act.

H. PERSONNEL DISCLOSURE

No employee will work under this contract who has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

The CONTRACTOR agrees to maintain and make available to CAP Riverside a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- All staff who work full or part-time positions by title, including volunteer positions; and
- A brief description of the functions of each position and hours each position worked; and
- The professional degree, if applicable and experience required for each position.

I. EMPLOYMENT PRACTICES

1. 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 and Housing Act (Gov. Code Section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P.L. 88-352).
2. 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.

J. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services 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 or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their 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 to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to

County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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 herein from third party claims.

In the event there is 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 extent allowed by law.

K. 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 its sole cost and expense, the following insurance coverage during the term of this Agreement.

1. Workers' Compensation:

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.**

2. 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, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.** Policy's limit of liability shall not be 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.

3. Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain 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. **Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, 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 deductibles or self-insured retentions. If such deductibles or self insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. **The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein**; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original 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) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, 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 Certificate of Insurance and original copies of endorsements or original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
- d. It is understood and agreed 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 County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.

L. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

M. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'S employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent contractor, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

N. ASSIGNMENT

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of CAP Riverside. Any attempt to assign or delegate any interest herein without said consent shall be deemed void and of no force or effect.

O. REPORTING

The following reports shall be submitted to CAP Riverside no later than the due dates indicated, including periods where there is no activity. Exhibit D and E are attached hereto and incorporated herein by this reference.

EXHIBIT #	TITLE OF REPORT	DUE DATE
D	Monthly Program Performance Report	5 th day of each month
E	CSBG Programmatic Data Client Characteristic Report (CSD 295-CCR)	Quarterly: Jul – Sep due Oct 5, 2009 Oct – Dec due Jan 5, 2010 Jan – Mar due Apr 5, 2010 Apr – Jun due Jul 5, 2010 Jul – Sep due Oct 5, 2010

P. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon CAP Riverside, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

Q. DRUG FREE WORKPLACE CERTIFICATION

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit F, which is attached hereto and incorporated herein by this reference.

CONTRACTOR shall review, sign, and return the Drug Free Workplace Certification Form, Exhibit F, which is attached hereto and incorporated herein by this reference.

R. CERTIFICATION REGARDING LOBBYING

CONTRACTOR shall review, sign, and return the Certification Regarding Lobbying, Exhibit G, which is attached hereto and incorporated herein by this reference

S. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

CONTRACTOR shall review, sign, and return the Certification Regarding Debarment, Suspension and Related Matters Form, Exhibit H, which is attached hereto and incorporated herein by this reference

T. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by County of Riverside's Purchasing Compliance Officer which shall furnish the decision in writing. The decision of County of Riverside's Purchasing Compliance Officer shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the Agreement pending County of Riverside's Purchasing Compliance Officer decision.

U. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, Purchasing may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. Purchasing may also:

1. Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of Purchasing and CAP Riverside; and/or
2. Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the CONTRACTOR but yet unpaid by CAP Riverside. CAP Riverside shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

V. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event CAP Riverside elects to abandon, indefinitely postpone, or terminate the Agreement, CAP Riverside shall make payment for all services performed up to the date that written notice was given in a prorated amount.

W. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Services will be provided in full compliance with the Act and of Part 96 of Title 45 of the Code of Federal Regulations. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

X. MODIFICATION OF TERMS

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

Y. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

**ATTACHMENT A:
 SCOPE OF SERVICE**

FUNDING INITIATIVE: 2009 CSBG Recovery Local Plan

CAP Riverside will partner with Riverside Community College District to train 45 culinary students for fruitful employment. CAP Riverside will fund a Culinary chef Instructor position to assist students in the instructional aspects of the program and an Office Assistant/Job Developer position to provide clerical support to the academy and students and to assist in working with local and regional restaurants for the placement of culinary graduates into permanent jobs. CAP Riverside will also purchase a Combi Oven – a high tech, state of the art instructional piece of equipment, which would increase student productivity, knowledge and employment opportunities and 10 computers for use by students in conducting research and instruction via the web to assist them in class projects.

Geographic Area(s) of Service: Riverside County

Program Outcome(s)

1. 1 of 2 (50%) participants will increase their income by retaining a job for 12 months or longer by the end of the contract term.

Program Output(s)

1. 22 graduate placements will be created.

Budget

Personnel: Salaries/Wages/Benefits	\$33,461
Direct Program Costs	\$210,000
Indirect Cost	\$0.00
Total Grant:	\$243,461

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: August 18, 2009

Subject: Performance Riverside 2009-2010 Season Contract

Background: Presented for the Board's review and consideration is a contract between the Riverside Community College District and OD Music, Inc. for the delivery of paymaster services for professional talent for Performance Riverside productions. As compensation for the services of making the required payroll and tax liability payments, OD Music, Inc. will receive a service fee of three percent of the entire package. Total payroll cost for professional talent contracted to Performance Riverside will not exceed \$140,000.00. The projections for each show are *All Shook Up*, \$25,000.00; *Singin' in the Rain*, \$31,000.00; *Pirates of Penzance*, \$27,000.00; and Elton John and Tim Rice's *Aida*, \$29,000.00. Exact costs for individual shows will be determined when the shows are cast and the musicians are contracted. The term of the agreement is from August 19, 2009 through June 30, 2010. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with OD Music, Inc., for an amount up to \$140,000.00, for delivery of paymaster services for professional talent for Performance Riverside productions, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Carolyn L. Quin
Dean, Riverside School for the Arts

O D Music, Inc.
Bob O'Donnell, Proprietor
4920 Natoma Avenue
Woodland Hills, CA 91364

Backup VI-A-2
August 18, 2009
Page 1 of 6

June 20, 2009

Performance Riverside
Riverside Community College District
4800 Magnolia Ave
Riverside, CA 92506-1299

Dear Rey:

This letter agreement, when executed on behalf of your company, and OD Music, Inc., constitutes our entire agreement relating to the services we provide in connection with certain of your company's and/or talent personnel. We cannot commence any service on your behalf until you have signed below and returned a copy of this letter to us.

- 1 During the term of this agreement, beginning August 19, 2009 through June 30, 2010, you hereby acknowledge that the payments to crew and/or talent we provide in connection with all live theatre and any other types of production produced by you are subject to social security withholding, unemployment insurance and disability insurance payments. In connection with the services we provide to your company during the term of this agreement:
 - i. We will make all required wage and benefit payments for services provided by such crew members and/or talent as you designate in connection with your live theatre and any other type of production, and we will issue individual checks to each of these crew members and talent.
 - ii. We will file all applicable reports for said payments with the appropriate government agency, and we will pay all required employer payroll taxes, and disability and unemployment insurance contributions.
 - iii. We will furnish you with itemized invoices for all fees and payments made by us, and all expenses incurred by us, in connection with the crew members and/or talent for whom your company has requested the services covered by this agreement.
 - iv. We will handle routine crew and/or talent inquiries relating to their wages and benefits related to work for your company. No commitments on your behalf will be made by us to such crew and/or talent without your prior approval.

- v. You agree to supply us with completed time cards and/or talent contracts, if any, and any other required documents including W-4's, W9's and I-9 forms, and in the event you fail to provide verified, accurate, complete and timely information, we will not be responsible for the timeliness or accuracy of any payments to crew members and/or talent, and to other persons or organizations that may be required as a result of the work performed by the crew members and/or talent for your company.
 - vi. For purposes of immigration laws only, we shall be regarded as the employer of record for income tax and FICA withholding purposes only. You shall be responsible for completion of such forms as are required by the immigration laws of the United States, including I-9's, and will indemnify and hold us harmless in connection therewith. We will provide you with reasonable assistance in connection with any such form requirements, but cannot assume responsibility since you or your agents are actually auditioning and casting talent and hiring production crews.
 - vii. OD Music, Inc. will meet the employer obligations required by Actor's Equity Association, i.e., workman's compensation insurance, and the withholding duties and payment of welfare benefits.
 - viii. OD Music, Inc. will serve as the employer of record of all contracted performance employees (Union and non-union affiliated) and thereby meet state and federal requirements as prescribed by law. This would include, but not be limited to, the withholding of personal income taxes, the maintenance of all required immigration forms, and other responsibilities that an employer must meet (e.g. responsible for W-2 forms).
- 2 We will assume all responsibility for the payments made by us in accordance with reports or other information your company provides, and will indemnify and hold you harmless with respect to any claims or actions, relating to the failure by us to make payments required hereunder, provided that you submit to us accurate and timely information. Notwithstanding the foregoing, you agree to reimburse us for payments made to correct underpayments or overpayments to crew and/or talent resulting from inaccurate information you give to us, provided that in the case of an underpayment, your total cost will not exceed the amount that should have been paid plus any related penalties or costs. You also agree to indemnify and hold us harmless with respect to any claims asserted, or actions instituted, against OD Music, Inc. by or on behalf of any crew and/or talent, or by any labor organization representing such crew and/or talent, based on your company's alleged failure to comply with any applicable collective bargaining agreement or employment laws, or wrongful treatment of the crew member or talent.
- 3 As compensation for our services making the required payroll and related payments, we will be entitled to a service fee of 3% percent of the total package.

- 4 Your company will pay our invoices so that we receive payment in full upon receipt of the invoice. We reserve the right to discontinue our services if we do not receive timely payment of our invoices in full from your company.
- 5 This agreement shall continue until terminated either by your company or by OD Music, Inc. upon no more than 90 days or less than 30 days advance written notice of termination.
- 6 This agreement comprises the entire agreement between your company and OD Music, Inc. relating to the subject matter contained herein. Any amendment or modification to this agreement must be made in writing and signed by both parties.
- 7 This agreement shall be construed in accordance with the laws of the State of California for contracts wholly performed therein, without regard to conflict of law principals.
- 8 You hereby agree to submit to the personal jurisdiction of the Courts of the County of Riverside, State of California as the exclusive venue for the enforcement of any right or obligation under this Agreement, and waive any defense based on venue or inconvenient forum.
- 9 The parties agree that prior to instituting any legal proceedings concerning any dispute arising out of or in connection with this Agreement, excepting your obligation to pay payroll and benefits, the parties will participate in a non-binding mediation proceeding, utilizing a third party mediator from AAA, JAMS, or other similar alternative dispute resolution service. The costs of the mediator shall be borne equally by the parties.
- 10 Insurance. Prior to commencing performance hereunder, OD Music, Inc. shall accomplish the following:
 - a. Workers' Compensation Insurance. Contractor shall have in effect, during the entire life of this agreement, workers' compensation and employer liability insurance providing full statutory coverage. In signing this agreement, OD Music, Inc. makes the following certification, required by section 1861 of the California Labor Code:
 - i. I am aware of the provisions of section 700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.
 - b. OD Music, Inc. shall procure and maintain comprehensive general liability insurance coverage that shall protect RCCD from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from

claims for property damage, which may arise from OD Music, Inc. activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00.

11. **Hold Harmless.** OD Music, Inc. agrees to and shall indemnify and hold harmless the District, its officers, employees and agents from and against any lawsuit, demand or liability claim arising out of the matters described herein, where such lawsuit, demand is based in whole or in part upon the contention, whether or not true, that the Contractor acted or failed to act in a negligent fashion, or failed to perform according to the terms of this Agreement, thereby causing injury to person or property, or death, or economic loss of any kind. Contractor's obligations hereunder shall include the obligation to defend, at its own expense, any lawsuit brought against the District, which is within the scope of this indemnity obligation, and such obligations shall be triggered by the service, upon District, of any such lawsuit or claim related thereto, provided written notice therefore is give by District to Contractor.

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing in the place provided below.

Riverside Community College District

OD Music, Inc.
4920 Natoma Avenue
Woodland Hills, CA 91364

James L. Buysse
Vice Chancellor, Administration and Finance

Bob O'Donnell

Date

Date

Attachment A

2007 Employer Burden Rates

Payroll Fringes 2007

Union & Non-Union Actors
Stage Manager, Other Participants

FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	3.6%
Employers training Tax	.1%
Workers Comp Insurance	12.85%
Payroll Handling	3%
Total Liability	28%

Musicians

FICA	6.2%
Medicare	1.45%
FUTA	.8%
SUI	3.6%
Employers Training Tax	.1%
Workers Comp Ins.	6.85%
Payroll Handling	3%
Total Liability	22%

General Information:

- No charge to enter W4's
- No charge to print W2's
- We require that you make payment before checks are issued.
- We agree to mail checks in a timely fashion so that they arrive on time for scheduled pay dates.

EXHIBIT A

O.D. Music, Inc., Bob O'Donnell, Proprietor, shall bill the district on a quarterly or as requested basis by Performance Riverside as follows:

___ ___ 1. Total payroll cost for employees contracted to Performance Riverside by the O.D. Music, Inc., Bob O'Donnell, Proprietor, for services rendered as of the billing date or for services to be up to eight weeks after the billing date; and

___ ___ 2. An administrative fee of 3% of total payroll cost.

___ ___ 3. Total payroll costs for union and off-contract actors shall include gross salaries, employer taxes and workers comp coverage @ 25%, pension & health benefits and a 3% fee for payroll handling on the entire package. This would include the wages, employer tax liability, & pension & health benefits.

AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE GUEST ARTIST AGREEMENT SALARY REQUIREMENTS

(a) Salary Minimums. Minimum weekly salaries for Guest-Artists are based on the maximum number of performances in any one week. Minimum weekly salaries are as follows:

Tier I -- \$300 for the Actor, \$360 for the Stage Manager

Tier II -- \$400 for the Actor, \$480 for the Stage Manager;

Tier III -- \$510 for the Actor, \$612 for the Stage Manager.

In cases where the engagement is one week or less, the applicable minimum is \$50 more. Union fees are as follows: up to \$142.00 tier one, \$157.00 tier two, and \$169.00 tier three, for health/welfare payment, \$20.00 per day (\$140.00 per week) for Out-of-Town Actors weekly per diem and all said requirements outlined in Exhibit B for professional actor/stage manager members of Actors' Equity Association rendering services to the District.

___ ___ 4. Total Payroll cost for Musicians shall include Gross Salaries, Employer Tax Liability of 19% & a payroll handling fee of 3% on the entire package. This would include the Wages and Employer Tax Liability fees.

___ ___ 5. All billings by O.D. Music, Inc. shall include a section entitled "Reconciliation of advance payments and services rendered." In this section O.D. Music, Inc. will report any advance payments made by the District prior billing cycle and the associated services actually rendered since the date of the last billing.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: August 18, 2009

Subject: Academic Programs Abroad Fall 2009

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Centers for Academic Programs Abroad (CAPA) International Education Foundation, LP to provide classroom facilities, faculty and student housing accommodations, transfer transportation, academic guide, group airfare, and insurance for the study abroad program in Florence, Italy from September 3, 2009 through November 26, 2009. CAPA has served as the District's educational services contractor for study programs in the past. CAPA will receive \$1,000 to cover unforeseen costs for students/participants. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Centers for Academic Programs Abroad International Education Foundation, LP to provide educational services for the study abroad program from September 3, 2009 through November 26, 2009, for an amount not to exceed \$1,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray
Chancellor

Prepared by: Jan Schall
Coordinator, International Education/Study Abroad Program

Riverside
Community
College District
Florence
Program
Fall 2009

Created on:
July 6, 2009

Contents
Introductory Letter
Health and Safety
Predeparture Assistance
Program Agreement
Letter Agreement

Florence 2009

July 6, 2009

Riverside Community College District to Florence -Fall 2009

1. PROGRAM DATES

Departure from the United States:	Thursday September 3, 2009
Arrival in Italy:	Friday September 4, 2009
Departure from Italy:	Thursday November 26, 2009

2. PREDEPARTURE SERVICES

Recruitment

CAPA will monitor your recruitment efforts and provide assistance subject to your needs. This may include designing a recruitment plan, establishing a timeline, assisting with program brochures, publicity materials and methods, use of school web site and newspaper, and other strategies.

Program Management

CAPA works in partnership with your institution to ensure an efficient and friendly experience for all involved. CAPA's U.S.-based staff works closely with you to ensure that each detail of the program is taken care of. They will provide answers to your questions; will prompt you to forward information as needed; and will send you the final housing, flights, and other program details as applicable.

Financial Accounting

For institutions paying CAPA directly, we will forward invoices according to the agreed-upon schedule.

When students are paying CAPA directly, we will send individual invoices and deal with all questions that arise regarding billings, payments, and financial aid. CAPA has a dedicated toll-free number for students to contact us.

Student Pre-departure Information

Before your program begins, CAPA will send information packs for each student that contain a site manual with everyday information as well as in-depth pre-departure health and safety information to help students and their parents make informed decisions concerning their preparations for study abroad.

We also send information on phone cards, renting cell phones, and included insurance as well as optional insurance options.

Florence 2009

July 6, 2009

3. STUDENT SERVICES

Flights

Roundtrip airfare in and out of Rome will be provided.

Accommodations

Student Accommodation with double room occupancy provided by Dante Alighieri

Meals

Self-catering

CAPA Standard inclusions

Brochures

Insurance

Departure ceremony

My Education cultural events

Taxi to apartment upon arrival

Permit to stay in Italy Arrival walking tour

CAPA International Program Services Staff

Arrival party

Welcome basket (4 use bus pass, one night food, and phone card)

Arrival orientation

4. FACULTY SERVICES

Flights

Airfare included.

ACCOMMODATIONS

Accommodations for the program dates for each instructor in a furnished one-bedroom apartment in Florence.

Florence 2009

July 6, 2009

Other Services

The following services as listed for the students will be provided for the faculty: orientation, group events, excursions and activities, permit to stay in Italy, insurance, and the transfers.

Faculty will be provided the option to rent a mobile phone prior to departure where the application fee and daily rental fee are waived. Faculty will still be charged for phone usage but at a discounted rate. Faculty will not be given a mobile phone once they arrive in country and a land line in the apartment is not guaranteed.

5. ACADEMIC PROGRAM AND FACILITIES

The Institution will supply faculty members as necessary to carry out the core academic program for its students. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration and granting of credit will be vested in the Institution and its designated representatives.

A British Institute Library Membership will also be provided.
Historic Florence Lecture is included.

Classroom Facilities

Classroom space will be provided by Dante Alighieri.

Note: CAPA will provide Riverside Community College District with a classroom schedule one month before the start of the program based on the course requirements of the program and enrollment numbers. Final enrollment must be provided to CAPA no later than 60 days prior to the start of the program. Classes may alternate between morning and afternoon sessions.

6. LOCAL TRANSPORTATION

Transfers

Roundtrip transfer from previously determined airport to central Florence will be provided. CAPA will organize transfers by taxi for the students to their apartments from central Florence. The cost is included on arrival.

7. HEALTH AND SAFETY

CAPA endorses the guidelines published by the NAFSA Interorganizational Task Force on Safety and Responsibility in Study Abroad. A leader in health and safety management, CAPA has implemented the following policies and procedures for managing emergency situations that occur abroad:

Preparedness

CAPA maintains a comprehensive health and safety plan in order to ensure a safe and productive learning environment for students and faculty.

Florence 2009

July 6, 2009

Continuous Assessment

CAPA staff members receive regular training from an organization specializing in crisis management and support, and comprehensive and ongoing health and safety training, including guidelines on referral and working within the limitations of their own competencies.

24Hour Emergency Contact

CAPA provides 24-hour emergency telephone coverage for faculty and students in distress.

Student insurance

CAPA provides insurance for each student and traveling faculty member, including health, travel and accident coverage; emergency evacuation and repatriation; basic accident; sickness; trip cancellation; trip delay; trip interruption; and baggage loss. Additional coverage is also made available to participants.

Registration Abroad

CAPA is registered with the U.S. Embassy and is on the State Department's advisory list to receive regular updates on security issues abroad. These updates are always communicated to students.

Communication with the Home Campus

CAPA keeps home campuses informed of the welfare of their students and faculty, and informs them of issues arising abroad.

8. PROGRAM FEES

2009 Program Fees

25+ students and two faculty \$6,999

Additional Costs

\$1,000 will be invoiced directly to Riverside Community College District for additional program expenses (clerical, copying, printing, and guide expenses for special exhibits.)

NOTE: Taxes and Fuel Surcharge are not included in the Air inclusive program fee

CAPA reserves the right to adjust program fees to reflect fluctuations in the value of the dollar in excess of 5%.

Program fees are per person and include all services listed above.

Florence 2009

July 6, 2009

Refundable Housing Deposit

A \$150-per-student refundable damage deposit will be added to the program fees above. CAPA will refund the students directly following the completion of the program (any damages will be itemized and deducted from the refund).

A \$500-per-faculty refundable deposit is also required at the time of faculty application. CAPA will refund the Faculty directly following the completion of the program (any damages, utilities, etc, will be itemized and deducted from the refund).

Florence 2009

July 6, 2009

Riverside Community College District to Florence - Fall 2009

Letter Agreement Please mail to: CAPA International, 210 Union Wharf, Boston, MA 02109

This letter will record an agreement between CAPA International Education Foundation, LP and Riverside Community College District ("Institution").

- 1) CAPA agrees to provide the services described in the proposal with the same date that appears at the top of this page.
- 2) This is a Single Year Proposal
- 3) Individual Student Payment Plan **with** Airfare included: CAPA will invoice individual Student Participants directly for all fees as described in this "Letter Agreement" and Individual Student Application/Release forms. The Application/Release forms and full payment must be received at CAPA 90 days prior to departure. Forms received after this date will be subject to availability and applicable late fees. Individual cancellations will be processed according to the below listed Cancellation and Refund Policy.
- 4) Institution agrees to follow the guidelines and timelines described by CAPA recruitment staff and to make every effort to recruit students to participate in the program.

5) Cancellation and Refund Policy

Withdrawal Date	Cancellation Fees
More than 60 days prior to departure	\$250
46 to 60 days prior to departure	25% of the program fee plus \$250
22 to 45 days prior to departure	50% of the program fee plus \$250
21 days or fewer prior to departure	100% of the program fee

- 6) Please indicate acceptance of this agreement by signing and returning two copies of this letter agreement and contract to CAPA.
- 7) No change to this agreement will have any validity unless it is recorded in a revised proposal and a new letter agreement executed by both parties.
- 8) All reservations and services are subject to availability. CAPA will confirm all services upon receipt this signed agreement and will inform the institution of any availability issues within two weeks of receipt. CAPA will return one fully executed copy for your records
- 9) During the term of the Agreement, CAPA shall defend, indemnify and hold the District and its trustees, agents, students and employees, harmless from all claims, actions and judgments, including attorney fees, costs, interest and related expenses for losses, liability or damages of any kind in any way caused by, related to, or resulting from, the negligent or willful acts or omissions of CAPA, its officers, directors, agents, affiliates and employees, arising out of the performance of this Agreement.
- 10) CAPA shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability marital status, sex/gender, age or sexual orientation. CAPA understands that harassment of any student or employee of the district with regard to race, religion, medical condition, disability marital status, sex/gender, age or sexual orientation is strictly prohibited.
- 11) This Agreement will be governed by and construed in accordance with the laws of the State of California.

Signature

Name: _____

CAPA

Accounts Administrator

Date: 7/29/09

Signature

Name: _____

Riverside Community College District

Title: Vice Chancellor, Administration & Finance

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT


Fall 2009 Semester in Florence
September 3rd – November 26th, 2009

RELEASE AND HOLD HARMLESS AGREEMENT

Addendum to the Contract between CAPA International Education and Riverside Community College District (RCCD)

Riverside Community College District (RCCD) will provide academic instruction for the Semester Abroad program, Florence, Italy Fall Semester 2009. Centers for Academic Programs Abroad (CAPA) will provide housing accommodations, travel arrangements, and classroom facilities in Italy.

1. This Addendum is attached to and modifies the contract between CAPA and RCCD for the Fall 2009 semester program to Florence for the period September 3rd – November 26th, 2009.
2. CAPA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of CAPA, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, including violations of the Americans with Disability Act, the California Fair Housing and Employment Act, Section 504 of the Rehabilitation Act of 1973, and Title VII of the Civil Rights Act of 1964, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and CAPA shall defend, at its expense, including without limitation, attorney fees, RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or omissions. The obligations to indemnify and hold RCCD free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
3. The Institution agrees to hold harmless and indemnify CAPA from any suits, claims, or damages caused by the gross negligence of the College and its employees. CAPA and the Institution agree to notify each other in writing within five (5) days of receipt of any suit or claim which could affect the liability of either party.
4. CAPA shall procure and maintain comprehensive general liability insurance coverage covering such international operations contemplated by this contract that shall protect RCCD from any claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from CAPA's activities as well as RCCD's activities under this contract. Such insurance shall name RCCD as additionally insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$3,000,000. CAPA will provide evidence of such insurance to RCCD.

Signature: 

Date: 7/29/09

Title: VP of Institutional Relations
CAPA International Education

Signature: _____

Date: _____

Title: Vice Chancellor, Administration & Finance
Riverside Community College District

INDEMNITY & HOLD HARMLESS
OXFORD: Riverside Community College District

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-4

Date: August 18, 2009

Subject: Accountability Reporting for Community Colleges

Background: Presented for the Board's review and consideration is the Accountability Reporting for Community Colleges report issued by the California Community College's Chancellor's Office in March 2009. The report's objectives are to make policymakers, local college officials, and elected boards aware of overall system and specific college performance in seven specific areas of effort, and to inform the public about overall system performance.

Included in this report is Riverside Community College District's institutional response to the report's findings. During the three most recent time periods under examination, RCCD was able to maintain or increase its level of performance on six of the seven accountability measures.

Information Only.

Gregory W. Gray
Chancellor

Prepared by: Kristina Kauffman
Associate Vice Chancellor, Institutional Effectiveness
David Torres
Dean, Institutional Research

Accountability Reporting for the Community Colleges, 2009:

Executive Summary

Background: Accountability Reporting for the Community Colleges (or ARCC) is a set of performance indicators for the California Community Colleges (CCC). ARCC meets a legislative requirement that resulted from Assembly Bill 1417. As required by the Legislature, the CCC System Office will produce this report yearly and disseminate it so that every college can share it with its local board of trustees. The report's objective is to inform policymakers, local college officials, and elected boards of overall system performance and individual college performance in seven specific areas of effort.

A team of statewide college researchers, a panel of nationally recognized researchers on college performance, a statewide technical advisory workgroup, and staff at the Chancellor's Office created the ARCC. This is the third annual ARCC report and the present report was distributed to state government policymakers and the public at large in March 2009.

Structure: The report is structured into two sections: system wide performance and individual college performance. The report's first section covers the system's overall performance over time for a variety of indicators. The systemwide indicators are organized into the broad categories of:

student progress and achievement (in the areas of)

- degree and certificate attainment
- transfer rates
- vocational, occupational and workforce development
- participation rates

and pre-collegiate improvement (in the areas of)

- basic skills
- English as a Second Language.

Systemwide, these indicators are reported as counts (and where appropriate, as percentages) of transfer, degrees and certificates, as well as income changes as a result of occupational training, and counts and percentages of students graduating from the University of California and from the California State University who began their educational careers at community colleges.

These indicators are derived from many data sources, including public and private institutions of higher learning, the California Employment Development Department, the National Student Clearinghouse, and the Chancellor's Office database, among others. They are not simply aggregations of all the individual college performances. Given the breadth and complexity of these measures, this body of information is not currently available for each individual college, so this data is presented for the entire California Community Colleges system.

The second section of the report is dedicated to the individual college-level indicators. For the seven individual measures in the present study, each college was given data reflecting three sequential years so that changes and trends could be identified. Each set of college-level outcomes was divided into Student Progress and Achievement (with four indicators) and Pre-Collegiate Improvement (with three indicators).

College Level Indicators for Riverside Community College: In Student Progress and Achievement, for the first indicator Degree/Certificate/Transfer, data was provided that showed changes in the percentage of first-time students who showed “intent to complete”¹ and who achieved any of the following outcomes within six years: transfer to a four-year college, or earned an AA/AS, or earned a certificate of at least 18 units, or achieved “Transfer Directed”² status or achieved “Transfer Prepared”³ status. On this measure, RCC remained relatively stable with the three cohorts’ rates being 49.7%, 47.0% and 47.7%, for the cohorts starting in 2000, 2001 and 2002, respectively. (In this report, the term “relatively stable” is used when the differences between the highest and lowest measures were less than three percentage points.) For the second indicator, Percent of Students Who Earned at Least 30 Units, the percentage of first-time RCC

¹ A Transfer or Degree “Intent To Complete” is when a student attempts a degree applicable credit math or English course. A Certificate “Intent to Complete” is when a student attempts either an Advanced Occupational or Apprenticeship level Credit course.

² “Transfer Directed” means a student successfully completed at least one transfer-level Math and English course.

³ “Transfer Prepared” means student successfully completed 60 UC/CSU transferable units with a grade point average of at least 2.0 in those transferable courses.

students who showed intent to complete and who earned at least 30 units while in the California Community College system held steady at 69.7%, 69.9% and 69.8% for the three sequential years, starting with fall 2004. On the third indicator, Persistence Rate, RCC remained relatively stable in the percentage of first-time students with a minimum of six units earned in a fall term and who returned and enrolled in the subsequent fall term anywhere in the California Community College System. These rates were 66.4%, 66.2% and 68.6%, for the fall 2004, 2005 and 2006 cohorts, respectively. RCC's Annual Successful Course Completion Rate for Credit Vocational Courses, the report's fourth indicator, remained stable at 75.6%, 78.3% and 75.5% in the 2005, 2006 and 2007 academic years, respectively.

In Pre-Collegiate Improvement (Basic Skills and ESL), RCC had mixed results. On the measure of Annual Successful Course Completion Rate for Credit Basic Skills Courses, RCC remained relatively stable at 60.2%, 62.1% and 60.4% for academic years 2005, 2006 and 2007, respectively. The Improvement Rates for Credit Basic Skills Courses, is a measure comprising two different rates: ESL Improvement Rate and Basic Skills Improvement Rate. Each of these indicators measure the proportion of students successfully taking a higher level ESL or Basic Skills course within a subsequent three year period.

The ESL Improvement Rates for the cohorts starting in 2003, 2004 and 2005 were 52.2%, 48.4% and 56.1%, respectively. In previous editions of the ARCC

report, this has been the sole indicator yielding inconsistent results. RCCD Institutional Research conducted an independent analysis of these data elements and determined that the differences were due to the way ESL courses are coded. A majority of RCCD's ESL course enrollments are coded so that their successful sequential completion does not fit the criteria as designated by ARCC standards. However, for ESL courses coded to meet the ARCC improvement criteria, the ESL improvement rates stabilize at 49% (with less than a 1% year-to-year difference).

The Basic Skills Improvement Rate remained relatively stable at 57.4%, 56.1% and 54.9% for the cohorts starting in 2003, 2004 and 2005, respectively. (The present ARCC report also lists the Enhanced Noncredit Progress and Achievement Rate, but since RCCD does not offer any of these types of courses, that table is left blank in the report.)

The college-level report also includes indicators that include the Annual Unduplicated Headcount and Full-Time Equivalent Students and provides demographic information (age, gender and ethnicity) about RCCD students for the past three academic years.

College Peer Grouping: The last section of each college-specific report is dedicated to reporting college performance relative to their ranking within their peer grouping. The peer grouping is performed by the Chancellor's Office and represents their attempt to "level the playing field." For every college-level

indicator, there are external factors beyond the control of the college that affect its performance on that indicator. Colleges were grouped as “peers” based on the statistical magnitude that these external factors had on each college-level indicator. (For example, research literature indicates that transfer rates are affected by level of academic preparedness of student body, distance to nearest UC/CSU, income levels of service areas, and percentage of older students served, among other external factors. Peer colleges would have similar levels on all these factors and would be classified together.) Since the peer grouping is done statistically, these groupings do not necessarily reflect any traditional, intuitive grouping method, like size of college or geographical proximity. Also, since each college-level indicator is affected by different external factors, each college is assigned to different peer groups for each indicator. The intent of the peer groupings is to provide a more comparable context for understanding one’s own college performance and should be carefully interpreted. The peer grouping has been the subject of considerable discussion, and arguably it has the potential to be the most misunderstood and misreported aspect of the report.

For each of the seven indicators, RCCD is within five percentage points of their peer groups averages.

RCCD Institutional Response: In fall 2008, prior to the final publication of the ARCC, the Chancellor’s Office released a draft of the report with the individual colleges’ measures. At that time RCCD’s preliminary results were presented to

different District and campus groups (specifically, the District Academic Cabinet, the Academic Senates at all three campuses, District and Campus Student Services administration and every faculty or staff member with an RCCD email account). Every time the data was presented, feedback was solicited from the audience to help shape the institutional response. As a requirement of the ARCC, every college must submit an institutional response to provide further context for interpreting their institution's statistics, and to emphasize local factors that may help to explain outcomes but are not in the ARCC data. RCCD's Institutional Response is the found on the last page of the RCCD section of the report. The final version of the ARCC report has been available from the Chancellor's Office since March 2009.

Riverside Community College

Riverside Community College District

College Performance Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Table 1.1:
Student Progress and
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
Student Progress and Achievement Rate	49.7%	47.0%	47.7%

Table 1.1a:
Percent of Students Who
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
Percent of Students Who Earned at Least 30 Units	69.7%	69.9%	69.8%

Table 1.2:
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007
Persistence Rate	66.4%	66.2%	68.6%

NA: This performance indicator is not applicable for schools of continuing education



Riverside Community College

Riverside Community College District

College Performance Indicators

Student Progress and Achievement: Vocational/Occupational/Workforce Development

Table 1.3:
Annual Successful Course
Completion Rate for
Credit Vocational Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
Annual Successful Course Completion Rate for Vocational Courses	75.6%	78.3%	75.5%

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

Table 1.4:
Annual Successful Course
Completion Rate for
Credit Basic Skills Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
Annual Successful Course Completion Rate for Basic Skills Courses	60.2%	62.1%	60.4%

Table 1.5:
Improvement Rates for ESL
and Credit Basic Skills Courses

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
ESL Improvement Rate	52.2%	48.4%	56.1%
Basic Skills Improvement Rate	57.4%	56.1%	54.9%

Table 1.6:
Career Development and
College Preparation (CDCP)
Progress and Achievement Rate

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
CDCP Progress and Achievement Rate	.%	.%	.%

Blank cell (% only) = No CDCP data for cohort (college may not have CDCP courses)
0% in cell = CDCP cohort data, but no outcome data as of report date



Riverside Community College

Riverside Community College District

College Profile

Table 1.7:
Annual Unduplicated Headcount and
Full-Time Equivalent Students (FTES)

	2005-2006	2006-2007	2007-2008
Annual Unduplicated Headcount	46,316	47,838	52,163
Full-Time Equivalent Students (FTES)*	26,323	23,967	27,011

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report.

*FTES data for 2005-2006, 2006-2007, and 2007-2008 are based on the FTES recalculation.

Table 1.8:
Age of Students at Enrollment

	2005-2006	2006-2007	2007-2008
19 or less	28.5%	28.8%	29.4%
20 - 24	31.8%	30.7%	29.8%
25 - 49	34.0%	34.4%	33.3%
Over 49	5.6%	6.1%	7.5%
Unknown	0.1%	0.0%	0.0%

Source: Chancellor's Office, Management Information System

Table 1.9:
Gender of Students

	2005-2006	2006-2007	2007-2008
Female	55.4%	54.4%	54.9%
Male	44.1%	45.1%	44.3%
Unknown	0.5%	0.6%	0.7%

Source: Chancellor's Office, Management Information System



Riverside Community College

Riverside Community College District

College Profile**Table 1.10:**
Ethnicity of Students

	2005-2006	2006-2007	2007-2008
African American	11.2%	10.9%	10.9%
American Indian/Alaskan Native	0.8%	0.8%	0.8%
Asian	5.8%	5.6%	5.4%
Filipino	3.2%	3.0%	3.0%
Hispanic	34.2%	35.6%	36.6%
Other Non-White	2.3%	2.0%	2.0%
Pacific Islander	0.6%	0.7%	0.7%
Unknown/Non-Respondent	5.0%	5.3%	6.2%
White Non-Hispanic	36.9%	36.1%	34.4%

Source: Chancellor's Office, Management Information System



Riverside Community College

Riverside Community College District

College Peer Grouping

Table 1.11: Peer Grouping

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	47.7	47.7	41.4	55.6	A1
B	Percent of Students Who Earned at Least 30 Units	69.8	73.9	67.9	82.7	B4
C	Persistence Rate	68.6	72.5	67.9	77.8	C2
D	Annual Successful Course Completion Rate for Credit Vocational Courses	75.5	74.5	67.0	85.4	D2
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	60.4	59.1	48.6	65.7	E5
F	Improvement Rate for Credit Basic Skills Courses	54.9	52.6	36.5	62.0	F2
G	Improvement Rate for Credit ESL Courses	56.1	58.4	33.1	79.2	G5

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



Riverside Community College

Riverside Community College District

College Self-Assessment

Riverside Community College District has been committed to serving the educational needs of its community for more than 90 years. RCCD's students take classes at three primary locations; Riverside City College, Moreno Valley and Norco campuses. The off campus sites are located at Ben Clark Training Center, Rubidoux Annex and March Education Center. In October 2009 the Norco and Moreno Valley campuses will host accreditation visits by the ACCJC with the hopes of becoming fully accredited institutions.

The District provides transfer programs, occupational and technical programs, and career preparation leading to the Associate of Arts and/or Sciences degrees and a variety of certificates. In the tradition of general education, students are prepared for intellectual and cultural awareness, critical and independent thought, and self-reliance. Consistent with its responsibility to assist those who can benefit from post-secondary education, the District provides tutorial and supplemental instruction and basic skills courses for under-prepared students.

The District's service area, which spans over 440 square miles in western Riverside county, includes socially, economically and ethnically diverse urban and rural communities. A recent environmental scan estimates that the population of the RCCD service area will grow from 1,040,099 in 2005 to 1,373,919 by 2020, an increase of 32%. However, the college-going rate for RCCD's feeder high schools continues to be a challenge, as recent high school students are increasingly under-prepared for college.

Enrollment during the 2007-08 academic year was 52,163, and the college granted over 2,000 AA/AS degrees and 1,900 certificates. During this same time period, RCCD transferred 367 students to the University of California and 1,047 students to the California State University.

On six of the seven ARCC measures, RCCD has remained stable (with differences between the highest and lowest measures being less than three percentage points). In previous editions of the ARCC report, the sole indicator yielding inconsistent results has been the Improvement Rates for ESL Courses. Independent analysis of these data elements determined that the differences were due to the way ESL courses are coded. A majority of RCCD's ESL course enrollments are coded so that their successful sequential completion does not fit the criteria as designated by ARCC standards. However, for ESL courses coded to meet the ARCC improvement criteria, the ESL improvement rates stabilize at 49% (with less than a 1% year-to-year difference).

This year the Successful Basic Skills Course Completion Rate and Improvement Rate remained relatively stable. Students are successful in both individual basic skills classes, and through the basic skills sequence. Special efforts are underway to enhance Basic Skills Education including a diagnostic-prescriptive modular approach which allows students to build requisite skills by completing a single module rather than an entire course.

RCCD's accountability indicators also demonstrate good levels of performance when compared to their designated peer groups (RCCD was within five percentage points of all peer group averages). The District's Strategic Plan for 2008-2012 includes strategies aimed at improving student persistence, increasing the number of awards, and building transfer readiness.



RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: August 18, 2009

Subject: Riverside City Campus Interim Parking – Lease Agreement

Background: On September 11, 2007, the Board of Trustees approved the expenditure of \$5,000,000 from Measure C funds and the development of a joint use agreement for the Riverside Aquatics Complex project located at the Riverside City Campus. By using and adding to the existing Cutter Pool facility, the Riverside Aquatics Complex project would expand the competitive aspect of the existing facilities by providing additional diving, competition, and instructional areas for college and community education programs.

Likewise, on June 17, 2008, the Board of Trustees approved the final design and project budget for the Riverside Nursing/Science Building project located at the Riverside City Campus. The current buildings for the Nursing, Life/Physical Sciences and Mathematics programs do not provide sufficient space nor are they conducive for today's program needs and increased class size. The Riverside Nursing/Science Building project will provide college students with adequate space and changing needs, and will help meet the demands of our community by educating highly-trained technicians and professionals.

These two projects are currently in the final stages of Division of State Architect (DSA) review and will be bidding at the end of August 2009. Due to these construction activities, approximately 606 parking spaces will be displaced. In order to provide additional parking services during the two years of construction, staff is requesting approval of a project budget not to exceed \$260,000 of Measure C funds for the Riverside City Campus Interim Parking project. The project budget would include lease payments for interim parking and the installation of signage, lighting and of a campus police emergency phone located on the interim parking property.

As regards lease payment, staff is requesting approval of a lease agreement with the City of Riverside for an interim parking facility during construction of the Riverside Aquatics Complex and Riverside Nursing/Science Building projects. The interim parking facility would be provided for RCC students during the Fall/Winter/Spring semesters of 2009 thru 2011. The interim parking is located in downtown Riverside at the corner of Third Street and Market Street, identified by the City of Riverside as Parking Lot 33. Students with an RCC parking permit would be allowed to use Parking Lot 33 and use "Go Pass," the free-ride transportation program provided by Riverside Transit Agency (RTA). RTA buses and Red Line (Jury) Trolleys provides transportation between Parking Lot 33 and the RCC City Campus (Terracina Drive and Magnolia Avenue). Staff therefore also requests Board approval for a lease agreement with the City of Riverside for an amount not to exceed \$204,000 for the Riverside City Campus Interim Parking project. The lease agreement includes 400 parking spaces at the rate of \$30 per parking space per month for two academic years totaling 17 months. The specific months, terms for use of premises and a map of the property is included in the attached lease agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: August 18, 2009

Subject: Riverside City Campus Interim Parking – Lease Agreement (continued)

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

Recommended Action: It is recommended that the Board of Trustees approve funding for the Riverside City Campus Interim Parking project in the amount of \$260,000 from Measure “C” Funds, approve a lease agreement with the City of Riverside for Parking Lot 33 in an amount not to exceed \$204,000 of the project budget, and authorize the Vice Chancellor Administration and Finance to sign the lease agreement.

Gregory W. Gray
Chancellor

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

Norm Godin
Vice President, Business Services
Riverside City Campus

PARKING LEASE AGREEMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS PARKING LEASE AGREEMENT ("Lease") is made and entered into this 19th day of August, 2009, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity ("Lessee").

RECITALS

- A. City owns that certain property located at Market and Third Streets in the City of Riverside, California, known as Parking Lot 33 ("Property"), consisting of 454 parking spaces.
- B. Lessee desires to lease 400 of the parking spaces, on an exclusive basis.
- C. City is agreeable to said use subject to the terms and conditions set forth below.

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

1. GRANT OF LEASE. City hereby leases to Lessee the exclusive use of 400 parking spaces of the Property as generally depicted on Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises").
2. TERM. The term of this Lease shall become effective September 15, 2009, ("Effective Date"), and shall terminate May 15, 2011, effective only for the months of September 15, 2009 to May 15, 2010 and August 15, 2010 to May 15, 2011, a total of seventeen (17) months, and unless this Lease is earlier terminated pursuant to the termination provisions contained herein.
3. USE OF PREMISES. The Premises shall be used solely for the purpose of providing additional parking for Lessee. Said use shall be subject to the following terms and conditions:
 - (a) Access to and use of the Property for the general public will be on Saturdays and Sundays and City may hire a private operator to manage the Property.
 - (b) City shall maintain the Property in a neat, clean and safe condition at all times, including any landscaping.
 - (c) Lessee shall patrol the Premises to insure only Riverside Community College (RCC) permitted students are utilizing the Premises.
 - (d) Lessee shall not take any actions that interfere with City's use of the Property.
 - (e) City, subject to reimbursement from Lessee, shall install lighting on the Property. City will send Lessee a bill for the same and Lessee shall pay said bill within thirty (30) days. Lessee, at Lessee's sole cost and expense, shall be responsible for installing signage which states that a RCC parking pass is required, that ADA spaces are available at the main campus, and an emergency phone to call the RCC campus police.

(f) City reserves the right to host the Association of Volleyball Professionals (AVP) event and up to four (4) additional special events per year which events shall utilize the entire Property including the Premises. During these periods, City will assist RCC in finding substitute parking.

4. CONSIDERATION.

(a) As consideration for use of the Premises, Lessee shall pay to City a lease fee in the amount of Thirty Dollars (\$30.00) per month per parking space, for the period of September 15, 2009 to May 15, 2010 (8 months) and August 15, 2010 to May 15, 2011 (9 months). Said lease fees shall be payable on the first of the month.

(b) The monthly lease fee shall be paid by check made payable to The City of Riverside and sent to 3900 Main Street, Riverside, CA 92522.

5. NON-DISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during the performance of this Lease, neither party shall discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in use of the Premises during the term of this Lease. Further, the parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Lease.

6. SUPERVISION. Lessee shall be responsible for supervision and monitoring of all activities on the Premises, including control of access to the Premises at all times, and monitoring and abatement of any nuisance, except on Saturdays and Sundays.

7. MAINTENANCE. The Property shall be maintained by City in a clean and orderly condition.

8. LESSEE'S DUTIES. Lessee shall be responsible for all users associated with Lessee for any loss, damage, or destruction caused by Lessee its users, its agents, representatives, or assigns.

9. INSURANCE. City is self insured and will maintain appropriate insurance.

10. INDEMNIFICATION.

a. City shall defend, indemnify and hold Lessee, 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 use of the parking lot during those times when City shall have the use of the lot.

b. Lessee 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 Lessee, its officers, employees, students or agents in the use of the parking lot during those times when Lessee shall have the use of the lot."

11. NONINTERFERENCE WITH USE. Lessee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's use of the Premises.

12. ASSIGNMENTS. This Lease is personal to Lessee, but Lessee may assign individual parking spaces to agents, employees, representatives, or other such users associated with Lessee.

13. NON-POSSESSORY INTEREST. No permanent or possessory interest shall accrue to Lessee in the leased Premises by reason of this Lease or by exercise of the permission given and Lessee agrees to claim no such interest.

14. GOVERNING LAW AND JURISDICTION. Lessee agrees that in the exercise of its rights under this Lease, Lessee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the leased Premises. The existence, validity, construction, operation and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. TERMINATION. In addition to the other methods of terminating this Lease, as provided herein, this Lease may be terminated at any time upon thirty (30) days notice in writing to either Party. If this Lease is terminated for failure to perform or a breach of any of the terms, covenants or conditions of this Lease, notice to cure shall first be given to the breaching party and said breaching party shall have ten (10) days in which to cure the default. Should Lessee fail to cure within that ten (10) day period, this Lease shall automatically be terminated.

16. DEFAULT. Upon the failure of Lessee to perform any condition or term required herein, the City shall give written notice of such failure to perform as constituting a default of this Lease. If within ten (10) calendar days Lessee does not correct the failure to the satisfaction of the City, or does not provide a written explanation of Lessee's failure to perform, which explanation must be acceptable to City, this Lease shall then terminate immediately without further notice.

17. ENTIRE AGREEMENT. This Lease embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Lease. This Lease may only be modified or amended by the mutual consent of the parties in writing.

18. NOTICES. Service of any notices, bills, invoices or other documents required or permitted under this Lease shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Public Works Department
3900 Main Street
Riverside, CA 92504
Phone: (951) 351- 6154
Fax: (951) 351- 6100

Lease

Riverside Community College District
Attn: Orin L. Williams, Assoc. Vice Chancellor
Facilities, Planning Design & Construction
Riverside Community College System Offices
3845 Market Street, 3rd Floor
Riverside, CA 92501

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

20. PARAGRAPH TITLES. The paragraph titles of this Lease are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Lease to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Lease or in any way affect the agreement of the parties set out in this Lease.

21. RESERVATIONS. This Lease is subject to all reservations, restrictions, rights and rights-of-way of record.

22. AUTHORITY. The individuals executing this Lease and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
City Manager

By _____
James L. Buisse
Vice Chancellor
Administration and Finance

ATTEST:

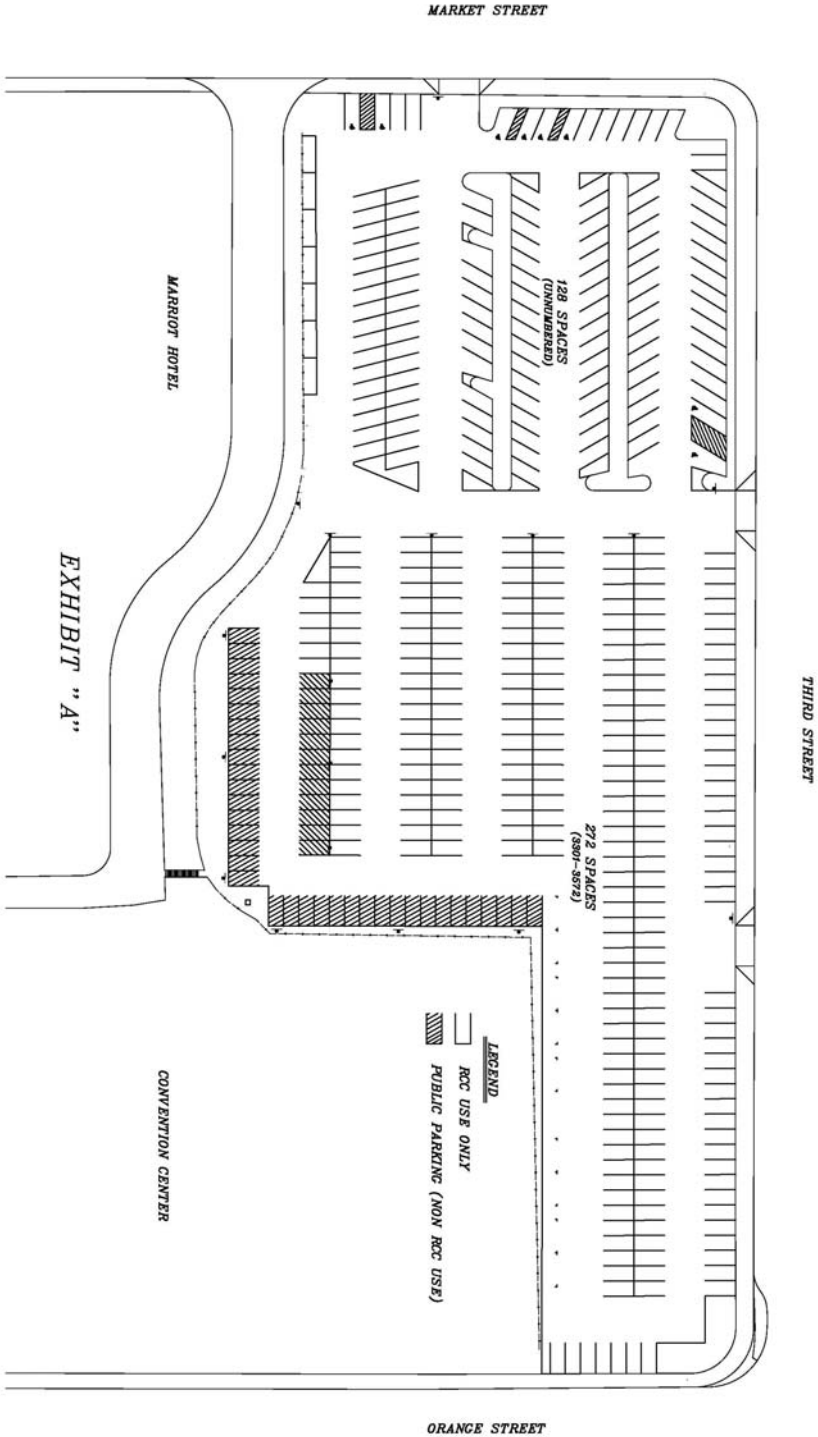
By: _____
City Clerk

APPROVED AS TO FORM:

Supervising Deputy City Attorney

EXHIBIT "A"

MAP OF PROPERTY/LEGAL DESCRIPTION



RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: August 18, 2009

Subject: Riverside Nursing/Science Building Project – Design Amendment

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works (GKK) to provide plans, specifications and working drawings for the Nursing/Science Building project at the Riverside City Campus. The agreement also provided for the provision to assign GKK additional services on a negotiated basis. On September 11, 2007, the Board of Trustees approved an amendment with GKK for the development of design and specifications of a site plan layout and special signage, engineering and design services for audio-visual and information technology systems, and design services for development of safety and security systems. On June 17, 2008, the Board of Trustees approved an additional amendment for design services to assess changes required by the California Building Code (2007 CBC) related to structural/mechanical systems and fire/life safety issues.

Staff is now requesting approval to amend the agreement with GKK Works for hazardous materials management services in response to Division of State Architect (DSA) Fire Marshal's Plan review of the Riverside Nursing/Science Building project. Additional services requested involve development of an acceptable hazardous materials management plan for chemicals stored in the new building. The detailed services are described in the attached amendment. The additional amount associated with this amendment is not to exceed \$22,857. The total agreement amount for services with GKK, including all previous amendments, would be \$5,554,116.15 including reimbursable expenses.

To be funded from the Board approved project budget, State Construction Act (Resource 4100) and District Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended the Board of Trustees approve the amendment for hazardous materials management services with GKK Works for the Riverside Nursing/Science Building project in an amount not to exceed \$22,857, 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

Norm Godin
Vice President, Business Services Riverside City Campus

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Riverside Nursing/Science Building Project)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on June 20, 2006.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$22,857, including reimbursable expenses. The term of this agreement shall be from the original agreement date of June 21, 2006, to the estimated completion date of September 30, 2012. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

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

GKK WORKS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Kris Kay
Principle of Higher Education
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Nursing/Science Building Project
Riverside City Campus

Scope of Work:

Additional services to respond to the Division of State Architect (DSA) Fire Marshal's Plan review comments, regarding the Hazardous Materials within the Nursing/Science Building project.

Task I – Hazardous Materials Management Plan

Based on a chemical inventory list, provided by the Chemistry Department, GKK Works will prepare the following:

1. Building Code review for Hazardous Occupancy, specifically related to the chemicals handled in the Science Building which will determine allowable quantities.
 - a. Designated control areas (on each floor) and occupancy classification statement(s) will be added to plans, based on chemical/code analysis.
 - b. Review with DSA Fire Marshal for State acceptance to occupancy classification and design.
2. Hazardous Materials Management Plan:
 - a. The Hazardous Materials and Waste Management Plan defines the mechanisms for interaction and oversight for controlling biological, chemical, and radiological materials and wastes.
 - b. The Management Plan addresses methods both to identify materials that need special handling and to prescribe processes to minimize the risk of their unsafe use and improper disposal.
 - c. Related policies and procedures are provided to govern activities from receipt to disposal of these hazardous agents. The policies are based on regulatory requirements and are designed to assure compliance with Federal, State, and local regulations.
3. Inventory Statement listing quantity of materials with designated control areas (on each floor) and provisions for safe processes, handling and storage of hazardous materials.
4. State Architect to confirm the Science Building's occupancy classification other than "H" occupancy for the Nursing/Science Building at Riverside Community College District's, Riverside City Campus.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: August 18, 2009

Subject: Norco Campus - Soccer Field Project – Design Services Amendment

Background: On December 11, 2007, the Board of Trustees approved a design services agreement with GKK Works (GKK) for the Soccer Field Project on the Norco Campus. GKK design services included development of design, specifications and a project cost estimate for regulation and practice synthetic turf soccer fields and support facilities on the Norco Campus. The project also includes a new parking lot, restrooms/team room/concession facility and landscaping.

Staff is now requesting approval to amend the agreement with GKK for city permit fees, plan check and connection fees paid by the architect on behalf of the District in order to expedite the Norco Campus Soccer Field Project schedule, in addition to printing expenses for copies of plans and other miscellaneous documents pertaining to the project. The amended contract amount with GKK is at a not to exceed amount of \$13,000.

Amendment attached.

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

Recommended Action: It is recommended the Board of Trustees approve the amendment with GKK Works for the Soccer Field Project on the Norco Campus in an amount not to exceed \$13,000, 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

Norm Godin,
Vice President, Business Services
Riverside City Campus (formerly at Norco Campus)

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
GKK WORKS
(Norco Campus - Soccer Field Project – Design Services)

This document amends the original agreement between the Riverside Community College District and GKK Works, which was approved by the Board of Trustees on December 11, 2007.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$13,000, including reimbursable expenses. The term of this agreement shall be from the original agreement date of December 12, 2007, to the extended amended date of August 31, 2009. Payments and final payment shall coincide with original agreement.
- II. Additional scope of work includes city permit fees, plan check and connection fees and printing expenses for copies of plans and other miscellaneous documents pertaining to the Norco Campus - Soccer Field Project.

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

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

GKK Works

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Kris Kay
Principle of Higher Education
2355 Main St., Ste. 220
Irvine, CA 92614

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: August 18, 2009

Subject: Norco Campus Soccer Field Project - Phase II, Change Order No. 1

Background: On January 27, 2009, the Board of Trustees awarded a contract to CSI Construction to provide general contracting services for the Norco Soccer Field (Phase II) project for work consisting of the following: demolition and clearing of the existing parking lot, construction of a new parking lot, construction of a new concession stand, restrooms, and locker rooms as well as site utilities, landscaping, irrigation, and other site improvements.

Staff is now requesting approval of Change Order No. 1 in the amount of \$63,540.33 for this project. A description of change order work is noted in the attached Change Order Summary.

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

Recommended Action: It is recommended the Board of Trustees approve Change Order No. 1 for the Norco Soccer Field (Phase II) project in the amount of \$63,540.33, and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Order.

Gregory W. Gray
Chancellor

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

Norm Godin,
Vice President, Business Services
Riverside City Campus (formerly at Norco Campus)

James L. Buysse
Vice Chancellor
Administration and Finance

Riverside Community College District
Facilities, Planning, Design and Construction
Norco Campus Soccer Field Project - Phase II

CHANGE ORDER SUMMARY

Change Order: 1
Contractor: CSI Construction

<i>Contract Amount:</i>	\$ 1,292,691.00
<i>Change Order No.1 Amount:</i>	\$ 63,540.33
<i>Revised Contract Sum:</i>	\$ 1,356,231.33
<i>Original Contract Contingency:</i>	\$ 129,269.10
<i>Remaining Contract Contingency:</i>	\$ 65,728.77

Change Order Description:

- Includes all costs to remove stockpiled organic soils that could not be used as fill material from the site to another location on the campus. The relocation includes approximate 100 CY of soil to placed near the child care center and the remainder to be used to build up and grade a fire area of refuge for nearby buildings on the campus. All delays and extended general conditions incurred are included by CSI Construction and their subcontractors. No additional claims for delay shall be allowed.
Requested by: District
Accountability: Unforeseen - poor soil. \$40,272.40
- Includes all costs per RFI# 29 which added an additional length of sewer line, vent pipe, and a trap primer to tie a floor drain to a mop sink. Also added, in the event of failure, a new water check valve was added to dispense water into the floor drain of the maintenance room.
Requested by: Architect
Accountability: Errors & Omissions \$5,071.98
- Includes costs for revised site utilities requested by the City of Norco. The City of Norco added a 3" fire hydrant meter to track the flow at the Norco Campus location. Also, during excavation of the new storm drain line, it was discovered that the existing sewer line was not at the anticipated elevation per record drawings. Due to the minimal clearance between the existing sewer line and new storm drain line, a concrete slurry encasement was required by the City of Norco at the intersection of the two pipes.
Requested by: City of Norco
Accountability: Unforeseen – poor record drawings. \$2,418.32
- Based on the soils report from Wallace Laboratories for the existing soil in the landscape areas, additional soil amendments were required beyond those originally specified. This change includes the costs for furnishings and installing these amendments
Requested by: Landscape Architect
Accountability: Unforeseen – final soil was inferior to that originally tested during design. \$3,333.23

- Includes a modified footing at the retaining wall near the ADA ramp. \$1,564.30
The footing needed additional reinforcing steel, a starter stem wall, and use of high early strength concrete. The footing revisions and starter stem wall were required per DSA requirements and to coordinate layout with the ADA ramp and existing fire backflow device serving the WEQ buildings. The high early strength concrete was provided to expedite the schedule due to previous delays for the organic soils discovered at the site.
Requested by: Architect
Accountability: Errors and omissions and unforeseen.

- Includes all costs to add a pair of 12' wide by 10' high gates \$3,466.64
at the northwest side of the soccer field fence. The gates will provide additional access for loading and unloading equipment and materials during special events at the field.
Requested by: District
Accountability: None – improves client use of facility.

- Includes all irrigation control wires to be placed in a continuous \$5,672.15
PVC conduit. The conduit was added to provide future access for repairs, protect the wire, or allow easier changes to the irrigation control system. The length of conduit is over 2000 lineal feet. All costs to provide 2" gray PVC conduit and pulling the wire are included.
Requested by: District
Accountability: None – improved life-cycle.

- Includes all costs to change 13 door frames from standard masonry \$506.65
anchor frames to punch and dimple frames. The added cost was for the hand punched holes and hand welded tube anchors. The order for the original door frames had to be put on hold while the requirement for card readers at the doors was being finalized by the campus. Due to the lead time and method of installation for the original frames, the change to punch and dimple frames was necessary.
Requested by: District/Architect
Accountability: None – the increased cost outweighed any potential delay claim to the project.

- Due to the advanced age and poor condition of the existing backflow \$1,234.66
near the WEQ modular buildings, the existing backflow was replaced. Includes all costs to remove the existing backflow, raise the new system approx 18" higher, and install the new backflow.
Requested by: District
Accountability: None – preventative maintenance.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: August 18, 2009

Subject: Phase III-Norco/Industrial Technology Project – Material Testing Amendment

Background: On October 17, 2006, the Board of Trustees approved an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco Industrial Technology Project. On January 29, 2008, the Board of Trustees approved an agreement with Twining Laboratories to provide special inspection and materials testing services, as needed, during the construction of the Phase III – Norco/Industrial Technology Project. Services included material testing, specialty inspection and alternate material testing.

Staff is now requesting approval to amend the agreement with Twining Laboratories for additional special inspection and materials testing services requested by the District. The additional services are for the precast wall panel fabrication and erection for the Phase III – Norco/Industrial Technology Project. Services related to the precast wall panel construction are described in Exhibit I of the amendment. Some or all of these additional fees may be reimbursed by the pre-cast contractor. The amended amount with Twining Laboratories for additional special inspection and materials testing services for the Phase III – Norco/Industrial Technology Project is not to exceed the amount of \$189,882. The total agreement amount for services with Twining Laboratories, including this amendment, is an amount not to exceed \$450,000, including reimbursable expenses.

Amendment attached.

To be funded from the Board approved project budget State Construction Act Funds (Resource 4100) and Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the amendment with Twining Laboratories for additional special inspection and materials testing services for the Phase III – Norco/Industrial Technology Project, in an amount not to exceed \$189,882, 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

Norm Godin
Vice President, Business Services
Riverside City Campus (formerly at Norco Campus)

AMENDMENT TO AGREEMENT
TWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
TWINING LABORATORIES
(Phase III – Norco/Industrial Technology Project)

This document amends the original agreement between the Riverside Community College District and Twining Laboratories, which was approved by the Board of Trustees on January 29, 2008.

The agreement is hereby amended as follows:

- I. Compensation for this amended agreement shall not exceed \$189,882, including reimbursable expenses. The term of this agreement shall be from the original agreement date of January 30, 2008, to the estimated project completion date of January 30, 2010.
- II. The additional scope of work is provided in Exhibit I, attached.

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

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

TWINING LABORATORIES

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Steve Pitzer
Project Manager
6411 Industrial Avenue, Ste. D
Riverside, CA 92504

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Phase III – Norco/Industrial Technology Project
Twining Laboratories – Material Testing Amendment

Additional Scope of Work to include:

- Material identification and welding inspection of reinforcement and embeds
- Concrete batch plant and quality control inspection
- Field welding inspection during installation of the precast panels

All services performed on a time and material basis in accordance with the schedule of fees in original agreement dated January 30, 2008.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: August 18, 2009

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

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

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

- | | |
|--|---------------|
| • Alcal/Arcade Contracting, Inc. (waterproofing) | \$983.79 |
| • Alcal/Arcade Contracting, Inc. (tile roofing & insulation) | \$46,567.82 |
| • Blazing Industrial Steel, Inc. | \$34,768.46 |
| • Budget Electric Contractor, Inc. | \$33,899.40 |
| • Dart Engineering Company, Inc. | \$(22,966.43) |
| • Donald M. Hoover | \$7,150.89 |
| • Inland Building Construction Companies, Inc. (elevator) | \$1,278.96 |
| • Inland Building Construction Companies, Inc. (specialties) | \$(335.47) |
| • Inland Pacific Tile | \$874.56 |
| • Southcoast Acoustical Interiors, Inc. | \$9,368.16 |
| • Western Rim Constructors, Inc. | \$33,964.05 |

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: August 18, 2009

Subject: Phase III-Norco/Industrial Technology Project – Change Orders (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Change Orders for the Phase III-Norco/Industrial Technology Project for Alcal/Arcade Contracting, Inc.(waterproofing) - \$983.79, Alcal/Arcade Contracting, Inc. (tile roofing & insulation) - \$46,567.82, Blazing Industrial Steel, Inc. - \$34,768.46, Budget Electric Contractor, Inc. - \$33,899.40, Donald M. Hoover - \$7,150.89, Inland Building Construction Companies, Inc.(elevator) – \$1,278.96, Inland Pacific Tile - \$874.56, Southcoast Acoustical Interiors, Inc. – \$9,368.16, Western Rim Constructors, Inc. - \$33,964.05; approve the deductive Change Orders for Dart Engineering Company, Inc. – (\$22,966.43) and Inland Building Construction Companies, Inc.(specialties) – (\$335.47); and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Gregory W. Gray
Chancellor

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

Norm Godin,
Vice President, Business Services
Riverside City Campus (formerly at Norco Campus)

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

CHANGE ORDER SUMMARY

Change Order: 1
 Contractor: Alcal/Arcade Contracting, Inc. (waterproofing)

<i>Contract Amount:</i>	\$	37,885.00
<i>Change Order No.1 Amount:</i>	\$	983.79
<i>Revised Contract Sum:</i>	\$	38,868.79
<i>Original Contract Contingency:</i>	\$	3,788.50
<i>Remaining Contract Contingency:</i>	\$	2,804.71

Change Order Description: Install metal block-outs and waterproofing on second floor deck. \$983.79
 The concrete deck called for a block out for precast connections, the waterproofing contractor fabricated and installed metal that would cover this gap to completely seal and waterproof the deck.
Requested by: District/CM
Accountability: Backcharge to HP Construction

Change Order: 1
 Contractor: Alcal/Arcade Contracting, Inc. (tile roofing & insulation)

<i>Contract Amount:</i>	\$	532,190.00
<i>Change Order No. 1 Amount:</i>	\$	46,567.82
<i>Revised Contract Sum:</i>	\$	578,757.82
<i>Original Contract Contingency:</i>	\$	53,219.00
<i>Remaining Contract Contingency:</i>	\$	6,651.18

Change Order Description: Repair rigid insulation and cap sheet removed by HP Construction & Management during the precast installation to access connections. This is a backcharge for lack of field coordination required per the contract documents. \$15,521.55
Requested by: District/CM
Accountability: Backcharge to HP Construction

Fill holes on top of precast panels used for lifting panels. \$2,795.86
 The Tremco representative required these holes be filled prior to terminating the waterproof Hypo Liner.
Requested by: District
Accountability: Errors & Omissions

Furnish and Install roofing membrane from the deck to the top of parapet wall. The drawings called for stucco finish on the inside of the parapet wall, the roofing manufacturer recommended the membrane continue up the entire wall to prevent water penetration under the roof. \$8,921.62

Requested by: District

Accountability: Possible Errors & Omissions

Fabricate and Install custom roof drain liners from Hypalon material. The Tremco representative would not approve the installation per the construction documents nor provide a warranty unless subcontractor changed the installation of the Hypalon material as it terminated at the roof drains. \$5,425.03

Requested by: District

Accountability: Errors & Omissions

Change installation of Hypalon material along rake wall and gutter/precast face. Existing building on campus have experienced many leaks over the years with installation shown in the contract drawings. Tremco has been working on the existing buildings to remedy the issue where the precast meets the roof edge. The proposed details meet the requirements from Tremco for warranty and provide a leak-proof roofing system as required. \$13,903.76

Requested by: District

Accountability: Errors & Omissions

Change Order: 4

Contractor: Blazing Industrial Steel, Inc. (structural steel & metal deck)

<i>Contract Amount:</i>	\$ 2,849,000.00
<i>Change Order No.1 Amount:</i>	\$ 126,612.80
<i>Change Order No.2 Amount:</i>	\$ 78,845.46
<i>Change Order No.3 Amount:</i>	\$ 22,532.44
<i>Change Order No.4 Amount:</i>	\$ 34,768.46
<i>Revised Contract Sum:</i>	\$ 3,111,759.16

Original Contract Contingency: \$ 284,900.00

Remaining Contract Contingency: \$ 22,140.84

Change Order Description:

Add W12x19 beam at second floor platform adjacent to northwest stair and W12x19 outrigger beam. Added push/pull connection for precast support. \$3,236.82

Requested by: PreCast Contractor/Engineer

Accountability: Possible Errors & Omissions

Relocate out looker beam at gridline E/1 per RFI 241. The precast engineer requested that the bearing out-looker be installed below the finished floor, the contract documents showed the out-looker above finished floor. \$1,004.21

Requested by: PreCast Contractor/Engineer

Accountability: Errors & Omissions

Install missing outriggers per bulletin no. 6, to add additional outriggers to support the precast concrete panels, when bulletin no. 6r was issued, it stated that "This Bulletin 6r supersedes and replaces Bulletin 6", however the precast concrete designer was still designing panels according to what was issued in Bulletin No. 6, bulletin no. 6r should have revised bulletin 6 and not replaced it. The contractor performed the work according to bulletin no. 6r, when layout began for the precast, it was discovered that the outriggers were missing. This change is to add the missing outriggers.

\$18,756.53

Requested by: Architect/Structural Engineer
Accountability: CM Coordination/Errors & Omissions

Furnish and Install additional outrigger per RFI 173. Additional precast support.

\$1,915.92

Requested by: Precast Constructor/Engineer
Accountability: Errors & Omissions

Furnish and install one additional outrigger at gridlines A/1 at 5'-9" above second floor, (10) ten additional plate outriggers along gridline A at each pair of pop out columns at 5'-9" above second floor and (2) two additional plate outriggers at gridline A/13 and A/16 at 5'-9" above second floor.

\$9,854.98

Requested by: Precast Design Engineer
Accountability: Errors & Omissions

Change Order: 2
 Contractor: Budget Electric Contractors, Inc.

<i>Contract Amount:</i>	\$ 3,890,000.00
<i>Change Order No.1 Amount:</i>	\$ 44,911.49
<i>Change Order No.2 Amount:</i>	\$ 33,899.40
<i>Revised Contract Sum:</i>	\$ 3,968,810.89
<i>Original Contract Contingency:</i>	\$ 389,000.00
<i>Remaining Contract Contingency:</i>	\$ 310,189.11

Change Order Description:
 Add 120 volt circuits for controls at split units and A/C unit located in the greenhouse. The drawings did not show these circuits.

\$6,665.63

Requested by: Architect
Accountability: Errors & Omissions

Add wall and floor penetrating sleeves per RFI 242. There were not enough sleeves noted on the drawings to accommodate the amount of CAT6A cable specified.

\$4,527.19

Requested by: District
Accountability: Errors & Omissions

Purchase material only for replacement Wiremold 2A Dual Unloaded AMP Modules. The specified jack did not comply with the specified wire containment. <i>Requested by:</i> Architect/IT Consultant <i>Accountability:</i> Possible Errors & Omissions	\$608.56
Change specified wire containment to Wiremold Evolution 6AT series combination poke-thru device at meeting rooms S208, S237 and S238. This includes coring a larger hole thru concrete deck. The meeting rooms will now be able to control AV components from the meeting room table. <i>Requested by:</i> District <i>Accountability:</i> To enhance the Instructional Program.	\$3,759.07
Premium rates paid to recover schedule due to precast delays. Due to the delays caused by HP Construction during the installation of the precast panels, many of the previously installed data jacks were removed for access to the precast connections. <i>Requested by:</i> District/CM <i>Accountability:</i> A backcharge to HP Construction	\$10,827.39
Install conduit for 2 existing emergency phones. The existing phones located across from the project site no longer had power and was temporarily relocated with temporary power during the course of construction, during the completion of site work, Budget Electrical Contractors ran a new conduit pathway for the new location of these emergency phones. <i>Requested by:</i> District/CM <i>Accountability:</i> District repair and improvement.	\$2,273.47
Provide 120 Volt circuit to Air Compressor Dryer. Per Bulletin No. 17, the District upgraded the air compressor to accommodate additional usage. The new compressor included an air dryer which requires a dedicated circuit that was not included in Bulletin No. 17. <i>Requested by:</i> District <i>Accountability:</i> To enhance the Instructional Program.	\$418.82
Connect low voltage cable from ADA switch to automatic door Opener. The door contractor refused to perform this work as per its contract. <i>Requested by:</i> District/CM <i>Accountability:</i> A backcharge to Inland Building Companies.	\$322.82
Relocate two disconnects in the Humanities Building. Two existing disconnects for the battery backup system were located where the new 400 pair cable was to terminate. The disconnects were moved and re-connected to the battery backup system to make space. <i>Requested by:</i> District <i>Accountability:</i> Unforeseen/Poor coordination	\$2,981.66

Add grounding to Conductile at MDF and IDF Rooms. \$86.96
 Bulletin No. 3 changed the type of flooring in these rooms
 to Conductile requiring a ground wire be added.
Requested by: District
Accountability: Errors and Omissions

Revise new circuit for specified HAWS Drinking \$1,427.83
 Fountain to accommodate newly specified "Elkay"
 VRCTL8SC drinking fountain at three locations.
 The Campus was in the process of changing out all existing
 campus drinking fountains a different new model which offers
 the ability to change water filters and provide cold water.
Requested by: Campus/District
Accountability: To improve facility maintenance.

Change Order: 1
 Contractor: Daart Engineering Company, Inc.

<i>Contract Amount:</i>	\$ 210,809.00
<i>Change Order No.1 Amount:</i>	\$ (22,966.43)
<i>Revised Contract Sum:</i>	\$ 187,842.57
<i>Original Contract Contingency:</i>	\$ 21,080.90
<i>Remaining Contract Contingency:</i>	\$ 21,080.90

Change Order Description: \$1,537.86
 Provide sprinklers at new soffit in Room N107 per
 Bulletin No. 17 (DSA approved FCD 7) and DSA approved
 sprinkler drawings. Sprinklers required per code at soffit
 areas.
Requested by: District
Accountability: To enhance the space.

Furnish and install a tamper switch for PIV (post indicating \$495.71
 valve) system per DSA approved "deferred approval sprinkler
 drawings." The tamper switch alerts the fire alarm system in
 the event that the fire sprinklers are shut off by
 unauthorized persons.
Requested by: District/CM
Accountability: Errors & Omissions/CM Coordination

Remove Allowance from Contract. (\$25,000)
Requested by: District
Accountability: Allowance not used.

Change Order: 2
 Contractor: Donald H. Hoover

<i>Contract Amount:</i>	\$ 183,000.00
<i>Change Order No.1 Amount:</i>	\$ 1,097.00
<i>Change Order No.2 Amount:</i>	\$ 7,150.89
<i>Revised Contract Sum:</i>	\$ 191,247.89

<i>Original Contract Contingency:</i>	\$ 18,300.00
<i>Remaining Contract Contingency:</i>	\$ 10,052.11

Change Order Description:

Provide Armstrong Standard Excelon Vinyl Composition Tile in lieu of Nora Rubber Flooring. The concrete slab could not achieve the moisture vapor standard per the manufacturers requirements. (\$9,492.72)
Requested by: District
Accountability: Unforeseen

Provide Mannington M-Guard 718 Ultra Premium Carpet Adhesive in lieu of Mannington 711 adhesive. The M-guard will allow up to 6 pounds of moisture versus the 3 pounds. The concrete slab was unable to reach moisture vapor standard set by the manufacturer. \$4,832.44
Requested by: District
Accountability: Unforeseen

Furnish and install carpet tile in rooms E104 and E105. The original drawings called for concrete floors in these rooms. The campus requested that these two room receive carpet due to the change of curriculum. \$11,811.17
Requested by: District
Accountability: To improve the Instructional Program.

Change Order: 1
 Contractor: Inland Building Construction Companies, Inc. (elevator)

<i>Contract Amount:</i>	\$ 146,900.00
<i>Change Order No.1 Amount:</i>	\$ 1,278.96
<i>Revised Contract Sum:</i>	\$ 148,178.96

<i>Original Contract Contingency:</i>	\$ 14,690.00
<i>Remaining Contract Contingency:</i>	\$ 13,411.04

Change Order Description:

Elevator Service Call. The elevator was scheduled be used by the District for moving in furniture on the dates scheduled according to the master project schedule. Budget Electric Contractor, Inc. scheduled to do fire alarm testing that day, which stops the elevator. To override the elevator, when the testing was complete, the elevator was still on fire override and locked the system out. This may be a backcharge to Budget Electrical Contractors, Inc. \$1,278.96

Requested by: District/CM
Accountability: Backcharge to contractor.

Change Order: 2
Contractor: Inland Building Construction Companies, Inc. (specialties)

<i>Contract Amount:</i>	\$	112,000.00
<i>Change Order No.1 Amount:</i>	\$	1,769.63
<i>Change Order No.2 Amount:</i>	\$	<u>(335.47)</u>
<i>Revised Contract Sum:</i>	\$	113,434.16
<i>Original Contract Contingency:</i>	\$	11,200.00
<i>Remaining Contract Contingency:</i>	\$	9,765.84

Change Order Description:
Backcharge from for wall repair. A tack board was installed (\$335.47)
on the incorrect wall and was removed which damaged the wall,
therefore the wall was repaired.
Requested by: District/CM
Accountability: Backcharge to damaged contractor.

Change Order: 1
Contractor: Inland Pacific Tile

<i>Contract Amount:</i>	\$	119,000.00
<i>Change Order No.1 Amount:</i>	\$	<u>874.56</u>
<i>Revised Contract Sum:</i>	\$	119,874.56
<i>Original Contract Contingency:</i>	\$	11,900.00
<i>Remaining Contract Contingency:</i>	\$	11,025.44

Change Order Description:
Re-install ceramic tile in men's and women's restrooms. Areas \$874.56
were left undone in order to access precast connection points per
the layout by HP Construction & Management Inc., however during
the installation of the precast panels, additional areas were demolished
for added access.
Requested by: District/CM
Accountability: Backcharge to HP Construction

Change Order: 2
Contractor: Southcoast Acoustical Interiors, Inc.

<i>Contract Amount:</i>	\$	122,500.00
<i>Change Order No.1 Amount:</i>	\$	117.12
<i>Change Order No.2 Amount:</i>	\$	9,368.16
<i>Revised Contract Sum:</i>	\$	131,985.28

<i>Original Contract Contingency:</i>	\$	12,250.00
<i>Remaining Contract Contingency:</i>	\$	2,464.72

Change Order Description:

Repair t-bar ceiling and replace tiles after precast installation. The ceiling tile was damaged and/or removed during precast installation. <i>Requested by:</i> District/CM <i>Accountability:</i> Backcharge to HP Construction	\$3,945.02
Repair and replace ceiling tile and t-bar at east building. Trade damage from Budget Electrical Contractors performing work above ceiling after ceiling tile was 100% complete. <i>Requested by:</i> District/CM <i>Accountability:</i> Backcharge to Budget Electrical Contractors, Inc.	\$5,423.14

Change Order: 3
Contractor: Western Rim Constructors, Inc.

<i>Contract Amount:</i>	\$	396,235.00
<i>Change Order No.1 Amount:</i>	\$	1,692.13
<i>Change Order No.2 Amount:</i>	\$	3,385.53
<i>Change Order No.3 Amount:</i>	\$	33,964.05
<i>Revised Contract Sum:</i>	\$	435,276.71

<i>Original Contract Contingency:</i>	\$	39,623.50
<i>Remaining Contract Contingency:</i>	\$	581.79

Change Order Description:

Remove temporary dirt access ramp used during construction for access to site and courtyard area. Due to the elevation of the service road and elevation of the site, a dirt access ramp was created, once the project was complete, the ramp was removed. <i>Requested by:</i> District/CM <i>Accountability:</i> CM Coordination	\$4,739.77
--	------------

Provide mounded concrete over precast connections below grade per DSA approved "precast deferred approval plans." DF Perez Construction, was not available to complete this work quickly to keep the project and site work advancing, Western Rim was contracted to do so and continue their work without delay.

\$1,437.94

Requested by: District/CM

Accountability: A credit will be provided from DF Perez for this scope of work.

Overtime premiums paid for Saturday work to finish the project timely. This is a direct result from the delays caused by HP Construction during the precast design and installation.

\$1,276.12

Requested by: District/CM

Accountability: Additional cost backcharged to HP Construction

Grade the service drive area and fill in erosion on slope, final rough grade of landscaped areas. The scope of work directs this contractor to perform this final grading against an allowance included within their contract. The allowance for this contractor was utilized on Change Order 001 to Western Rim Constructors.

\$8,312.74

Requested by: District/CM

Accountability: Unforeseen

Credit for West Parking Lot. The West Parking Lot was to be re-configured per this contract, when the Student Support Center was being designed, ProWest discovered that this new work would be later demolished during construction of the Student Support Center Project. A credit for this work, is requested for work to be completed under Student Support Center contracts.

(\$13,297.00)

Requested by: District/CM

Accountability: Credit for duplicated work-unforeseen.

Install concrete at South Building. The existing concrete was removed during the installation of the communication conduits and Budget Electrical Contractors temporarily repaired this area cold patch and not the concrete that was removed. The campus was scheduled to occupy the building. Budget Electrical Contractors was requested to replace the concrete, after many days of delay and waiting for Budget Electrical Contractors but took no action. Western Rim Constructors, Inc. was then directed to perform this work on a time and material basis.

\$20,487.12

Requested by: District/CM

Accountability: Backcharge to Budget Electrical Contractors, Inc.

Remove previously installed forming material, install precast embeds and, replace forming around new rebar. DF Perez had installed the forming material for the curb along the 2nd floor walkway per schedule. Bulletin No. 24 was issued, adds precast embeds along Gridline G at the 2nd floor deck. In order for DF Perez to install these four feet long embeds, the only option was to remove the forming material, place the embeds and re-install the forming. This was done on a time and material basis. This work was sub-contracted to DF Perez. DF Perez is the cast-in-place concrete contractor for the project, but any additional contract work would have exceeded their ten percent change order limit.

\$8,564.84

Requested by: Archiect

Accountabiliy: Errors & Omissions

Premium Rates paid to DF Perez to work on Saturday to prepare second floor walkway for the topping slab. The second floor walkway deck elevation was incorrect, and drawings called for a drainage mat to be installed. Once installed the deck was too high and all the drainage mat had to be removed and reinforcement replaced. It was crucial to the project schedule that the repair occur before the following Monday so other trades could gain access to classrooms and complete their work. This work was sub-contracted to DF Perez to expedite the work over the weekend. DF Perez is the cast-in-place concrete contractor for the project, but any additional changes would have exceeded their ten percent change order limit.

\$2,442.52

Requested by: District/CM

Accountabiliy: Possible Errors & Omissions/Backcharge to HP Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: August 18, 2009

Subject: West End Quad Emergency Electrical Service Repair Project (Norco Campus) –
Budget Approval - Resolution No. 2-09/10

Background: On March 20, 2007, the Board of Trustees approved the District Modular Projects and Measure C funding for the Moreno Valley, Norco, Riverside City Campus' and the Ben Clark Public Safety Training Center (BCTC). The District Modular Projects consisted of the distribution of modular units from the Lovekin Complex and the purchase of additional units, for the three campuses and BCTC. On June 17, 2008, the Board of Trustees approved the notice of completion for the District Modular Project – Moreno Valley and Norco Campus.

The site of the modular units on the Norco Campus is now called the “West End Quad” and is located west of the campus, between the soccer field and parking lot “C.” Recently, on July 13, 2009, the power failed at the portable classroom complex (modular units) and prevented use of W-1 through W-9 classrooms. Subsequent investigation revealed the electrical service was installed improperly, and in such a manner that certain wiring bypassed a failed transformer and overloaded the remaining circuits.

As permitted under Public Contract Code 20654, the District may authorize, in lieu of formal bidding, the initiation of emergency repairs to continue use of these classrooms. Public Contract Code reads as follows:

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

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

Staff is now requesting the Board of Trustees declare an emergency due to the conditions stated above for the repair and replacement of the electrical service for the West End Quad at the Norco Campus, approve funding for the West End Quad Emergency Electrical Service Repair Project in an amount not to exceed \$50,000 to cover the cost of preparing plans and specifications, fees and permits, and to execute the work. Additionally, it is requested the Board of Trustees approve the attached Resolution No. 2-09/10 authorizing the emergency repairs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: August 18, 2009

Subject: West End Quad Emergency Electrical Service Repair Project (Norco Campus) –
Budget Approval - Resolution No. 2-09/10 (continued)

To be funded from Measure “C” Funds (Resource 4160)

Recommended Action: It is recommended that the Board of Trustees declare an emergency exists for the repair and replacement of the electrical service and approve funding for the West End Quad Emergency Electrical Service Repair Project at the Norco Campus in an amount not to exceed \$50,000 from Measure “C” Funds, and approve Board Resolution No. 2-09/10 authorizing the emergency repairs to the West End Quad at the Norco Campus.

Gregory W. Gray
Chancellor

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

Gaither Lowenstein
Vice President, Educational Services
Norco Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 2-09/10

Resolution of the Board of Trustees of the Riverside Community College District
Authorizing Emergency Repairs to the
West End Quad Building Electrical Service Repair Project
at the Norco Campus

WHEREAS, Riverside Community College District (RCCD) is the owner of the West End Quad on the Norco Campus;

WHEREAS, Riverside Community College District discovered that electrical service in the West End Quad was in a dangerous and unsafe condition;

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

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

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

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at the West End Quad on the Norco Campus which will prevent classroom use.

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

This is an exact copy of the resolution
Adopted by the governing board at
a regular meeting on August 18, 2009.

Gregory W. Gray
Chancellor

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: August 18, 2009

Subject: Moreno Valley Phase III - Student Academic Services Facility – Design
Amendment

Background: On March 21, 2006, the Board of Trustees approved an agreement with WWCOT Architecture to provide preliminary plans and working drawings for the Moreno Valley Phase III Student Academic Services Facility project. On January 29, 2008, the Board approved an amendment with WWCOT Architecture for additional work not included in the original agreement inclusive of design change to pre-cast concrete, interior palette, materials board, central plant study, full service cafeteria food service design and project update meetings requested by the District. The agreement as amended includes a total compensation of \$775,152.65, paid by Measure “C” Funds.

Staff is now requesting approval to amend further the agreement with WWCOT Architecture to provide for additional design services requested by the District. The additional services include code update, adjacency and floor plan design changes, exterior design changes, design work to meet Leadership in Energy and Environmental Design (LEED) certification, a central plant expansion study and a revised cost estimate. The amended agreement amount with WWCOT Architecture will not exceed \$159,850 including reimbursable expenses. These revisions will be reimbursed primarily from State funds to be authorized upon successful passage of the next State-wide Facility Bond.

To be funded from the Board approved project budget Measure “C” Funds (Resource 4160) and State Construction Act Funds (Resource 4100).

Recommended Action: It is recommended that the Board of Trustees ratify the amendment with WWCOT Architecture for the Moreno Valley Phase III Student Academic Services Facility project in an amount not to exceed \$159,850 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

Reagan Romali
Vice President, Business Services Moreno Valley Campus

AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
WWCOT ARCHITECTURE
(Moreno Valley Phase III – Student Academic Services Facility)

This document amends the agreement between the Riverside Community College District and WWCOT Architecture, which was approved by the Board of Trustees on March 21, 2006 and amended on January 29, 2008.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$159,850, including reimbursable expenses. The term of this agreement shall be from the original agreement date of March 22, 2006, to the estimated project completion date of July 31, 2012. Payments and final payment shall coincide with original agreement.
- II. The additional scope of work shall be provided in Exhibit I, attached.

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

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

WWCOT Architecture

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

Dennis T. Tanida, AIA
Partner
4280 Latham St., Ste. H
Riverside, CA 92501

By: _____

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Project: Moreno Valley Phase III – Student Academic Services Facility
WWCOT Architecture - Design Amendment

Additional Scope of Work to include:

1.0 Code Update

- Research the 2007 CBC and provide an analysis of any design changes that are now required due to the change in the building code.
- Assess architectural, fire/life safety, and exiting systems per the new code.
- Assess structural design based on new code requirements.
- Assess mechanical, plumbing and electrical systems based on the new code requirements.
- Update the drawings to incorporate all of the code required changes to the existing 50% construction documents level.
- Revise all structural calculations to meet 2007 CBC.
- Revise all MEP Title 24 calculations to meet 2007 CBC.

2.0 Programming and Floor Plan Design Changes

- Meet with designated User Group representatives to re-analyze the program elements of the building.
- Provide updated program data sheet with space, function and square footages.
- Conduct workshop presentation to confirm new space layouts for new administrative spaces proposed for the third floor.
- Analyze the second floor to meet the new requirements for classroom space and ancillary uses. We anticipate half of the floor plan will change.
- The first floor plan including the cafeteria plan is assumed to remain as currently designed and no changes are anticipated.
- The basic building footprint will remain the same with no changes to the core elements or its locations.
- Review and re-design interior finishes per input from designated User Group representatives.
- Update drawings to incorporate all of the changes directed from the program design change exercise to the existing 50% construction documents level.

3.0 Exterior Design Changes

- Review current exterior design with District representatives.
- Analyze the exterior façade to incorporate additional windows.
- Remove precast concrete from the exterior design and replace with cement plaster exterior.
- Revise structural system to incorporate new façade loading and additional windows.

- Revise Title 24 calculations for the new exterior design.
- Analyze the exterior design to meld further with the existing buildings and proposed new buildings on campus.
- Update drawings to incorporate all of the changes directed from the exterior design change exercise to the 50% CD level.

4.0 LEED Certification (Equivalent)

- Analyze the existing design to verify the level of LEED certification the building can achieve using the LEED NC-V2.2 checklist.
- Assist District in determining what other areas can be pursued to gain additional LEED points.
- Once a determination is made that the building can achieve equivalent LEED certification, WWCOT will submit a proposal to prepare documentation required by District.

5.0 Central Plant Expansion Study/Recommendations

- Analyze and develop a report on the current capacity of the existing central plant in relationship to our building.
- Provide an opinion of probable cost for the central plant upgrade.
- Provide analysis of payback on investment.
- It is assumed that the most recent central plant systems retrofit was an in kind replacement to the equipment, and not an upgrade or increase to the systems capacity.
- Once a determination is made by the District as to what upgrades will be implemented in the central plant, WWCOT will submit a proposal for that specific scope of work, if requested.

6.0 Cost Estimate

- Prepare a statement of probable construction cost of the revised 50% construction documents.

Compensation:

WWCOT Architecture's fixed fee for the above listed scope of work is One Hundred Fifty Two Thousand One Hundred Fifty Dollars (\$152,150) plus reimbursable expenses of Seven Thousand Seven Hundred Dollars (\$7,700). Detail of fee's are listed below:

1.0	Code Update	
	Analysis and Report	\$ 10,775
	Drawing Update and Implementation	\$ 45,135
2.0	Programming and Floor Plan Design Changes	
	Analysis, Design Options and Meetings	\$ 13,600
	Drawing Update and Implementation	\$ 24,610

3.0	Exterior Design Changes	
	Analysis, Design Options and Meetings	\$ 15,840
	Drawing Update and Implementation	\$ 24,600
4.0	LEED Certification Equivalent	
	Analysis and Recommendations	\$ 3,840
5.0	Central Plant	
	Analysis, Studies and Report	\$ 6,850
6.0	Cost Estimate	\$ 6,900

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: August 18, 2009

Subject: Riverside Aquatics Complex – Fire Sprinkler System

Background: On September 11, 2007, the Board of Trustees approved the expenditure of \$5,000,000 from Measure “C” funds and the development of a joint use agreement relative to a proposed Aquatics Complex on Riverside City College. In December 2008, plans for the Aquatics Complex were submitted to the Division of State Architect (DSA) for review and approval. A status report of the Aquatics Complex project was presented to the Board on March 17, 2009 at which time the Board discussed whether to move forward with the project and current schedule or to modify the schedule to allow time to seek additional funding from private sources. After discussion, the Board authorized staff to proceed with the bid process once plans were approved by DSA and to present bid results to the Board of Trustees for review and consideration.

On July 23, 2009, the District received four (4) bids in response to an Invitation to Bid solicitation for the Riverside Aquatics Complex Project – Fire Sprinkler System. The Fire Sprinkler System package includes an entire building sprinkler system for both occupied spaces as well as for pool chemical storage. DSA also requires a “deferred approval” submission to approve the system’s shop drawings prior to certain construction activities. Bid results were as follows:

<u>Contractor</u>	<u>Business Location</u>	<u>Base Bid</u>
Daart Engineering Company, Inc.	San Bernardino	\$157,218
JG Tate Fire Protection System, Inc.	Poway	\$177,777
Qualco Fire Protection	Santa Fe Springs	\$187,900
Fischer, Inc.	San Bernardino	\$230,000

After review by the District and the construction manager, Tilden-Coil Constructors, it was determined that the apparent lowest bidder was four percent below the original estimate. References for Daart Engineering Company, Inc. were checked by the construction manager and were found to be satisfactory. Staff therefore recommends awarding the bid to Daart Engineering Company, Inc. for the total bid amount of \$157,218.

However, staff recommends issuing a notice to proceed for the “Shop Drawings Only” portion of the bid at this time (amount not to exceed \$5,000). Preparation of these sprinkler drawings for DSA will allow the project to remain on schedule should the Board of Trustees subsequently approve construction bids for the Riverside Aquatics Complex project. Failure to secure DSA approval prior to installation of the sprinklers or chemicals for water purification could result in the project being “red tagged” by DSA and all work being stopped. Should that occur, the District would be responsible for all delay claims.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-2

Date: August 18, 2009

Subject: Riverside Aquatics Complex – Fire Sprinkler System (continued)

If the Board of Trustees decides not to build the project, the District would stop the contract at the “Shop Drawing” phase and not pay the remainder of the base bid of \$157,218. Once the District receives DSA approval, the remainder of the project bids will be solicited, and the bid results for the project will then be presented to the Board of Trustees for its review and consideration.

Lastly, if the Riverside Aquatics Complex Project is approved by the Board of Trustees to move forward into construction, a notice to proceed for the remaining work on the Fire Sprinkler System with Daart Engineering Company, Inc. will be processed.

To be funded by the Board approved project budget.

Recommended Action: It is recommended that the Board of Trustees approve the award of bid for the Riverside Aquatics Complex Project – Fire Sprinkler System to Daart Engineering Company, Inc. for the total bid amount of \$157,218, but authorize issuance only of a notice to proceed for the “Shop Drawings Only” portion of the bid at this time, not to exceed \$5,000, with the remainder of the contract work proceeding only upon the Board’s authorization to proceed with construction of the project.

Gregory W. Gray
Chancellor

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

James L. Buysse
Vice Chancellor
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: August 18, 2009

Subject: Revised and New Board Policies – First Reading

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

General Institution

3505 C – Disaster Service Worker – This is a new Policy for the District.

3551 – Drug Prevention Program – This is a new Policy for the District.

3570 – Smoking on Campus – Replaces current Policies 3230, 4230 and 6230.

Academic Affairs

4250 – Probation, Dismissal, and Readmission – Replaces current Policy 6066.

Student Services

5110 – Counseling – This is a revision of the Policy which was originally adopted by the Board on March 17, 2009.

Human Resources

7232 – Classification Review – Replaces current Policy 4045.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 3505C, 3551, 3570, 4250, 5110, and 7232.

Gregory W. Gray
Chancellor

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

Riverside Community College District Policy

No. 3505C

**General Institution
DRAFT**

BP 3505C DISASTER SERVICE WORKER

References:

California Government Code Section 3100-3109

All employees of the District are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.

NOTE: This Policy is legally advised. Language in ***bold italic type*** has been prepared by RCCD staff.

Date Adopted:

(This is a new Policy for the District)

Riverside Community College District Policy

No. 3551

**General Institution
DRAFT**

BP 3551 *DRUG PREVENTION PROGRAM*

References:

Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g;
34 C.F.R. Sections 86.1 et seq.;
Drug Free Workplace Act of 1988, 41 U.S.C. Section 702

The Chancellor shall develop procedures to inform students and employees about the dangers associated with alcohol and substance abuse, and the availability of prevention and treatment information and services throughout the District.

NOTE: The language in ***bold italic type*** is provided by RCCD staff.

Date Adopted:

This is a new policy for the District

Riverside Community College District Policy

No. 3570

**General Institution
DRAFT**

BP 3570 SMOKING ON CAMPUS

References:

Education Code Section 76030, et seq;
Government Code Sections 7596, 7597, and 7598;
Labor Code Section 6404.5;
California Code of Regulations, Title 8, Section 5148

❖ From Riverside CCD Policy 3230/4230/6230 titled Smoking/Non-Smoking

~~Upon recommendation of the Associated Students of Riverside Community College Student Senate, the Tobacco Free Environment Committee (consisting of members from Health Services, College Safety and Police and Student Services Offices), and with the concurrence of the Academic Senate, the Board of Trustees of Riverside Community College District~~ ***The Board of Trustees, students and staff of the District*** recognizes the serious health problems associated with smoking ***tobacco or other non-tobacco products*** and the use of smokeless tobacco. ~~The Board of Trustees~~ ***It is also recognized*** s that tobacco smoke poses a health risk to non-smokers. ~~To this end, the Board of Trustees desires to maintain a tobacco-free environment. effective January 1, 2003.~~ ***Although it is desired that the District maintain a smoke free environment, the Board recognizes the need for each campus to determine whether or not their campus should be completely smoke free or have designated smoking areas. Therefore, each campus, through their Strategic Planning Committees, will make that determination for themselves. District Administration will make the determination for all buildings that house District services (currently RCCSO, North Hall, College House, Alumni House and Spruce St. Offices)***

~~This policy will be implemented at each entity with participants of all relevant constituencies.~~

NOTE: The **bold type** signifies language that is legally advised. The language in **regular type** is current Riverside CCD Policies 3230/4230/6230 titled Smoking/Non-Smoking adopted on 6-5-90 and amended on 11-19-02. The language in **bold italic type** is provided by RCCD staff.

Date Adopted:

*(Replaces current Riverside CCD Policies
3230/4230/6230)*

**Academic Affairs
DRAFT**

BP 4250 PROBATION, DISMISSAL, AND READMISSION

References:

Education Code Section 70902(b)(3);
Title 5 Sections **55030 - 55034**

Probation

A student shall be placed on academic probation if he or she has attempted a minimum of 12 semester units of work and has a grade point average of less than a "C" (2.0).

A student shall be placed on progress probation if he or she has enrolled in a total of at least 12 semester units and the percentage of all units in which the student has enrolled, for which entries of "F", "W," "I", "NC", and "NP" were recorded exceeds fifty percent.

A student who is placed on probation may submit an appeal in accordance with procedures to be established by the Chancellor.

A student on academic probation shall be removed from probation when the student's accumulated grade point average is 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "F", "W," "I", "NC", and "NP", drops below fifty percent.

Dismissal

A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 2.0 in all units attempted in each of *two* consecutive semesters.

A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of "F", "W," "I", "NC", and "NP", are recorded in at least *two* consecutive semesters exceeds fifty percent.

A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures. Dismissal may be postponed and the student continued on probation if the student *is able to provide evidence that his/her personal and/or academic circumstances have changed in a positive manner.*

Readmission

A student who has been dismissed may be reinstated after an absence of one semester. Readmission may be granted, denied or postponed according to criteria contained in administrative procedures.

The Chancellor shall develop procedures for the implementation of this policy that comply with the Title 5 requirements.

~~❖ From RCCD Policy 6066, titled Probation and Dismissal~~

~~In accordance with Title V regulations, students are required to maintain academic standards and to make progress toward their educational goals. Students whose grade point average falls below 2.0, or whose percentage of units with entries of "W," "I," "NC" and "NP" reaches or exceeds 50%, shall be subject to probation. Students placed on probation for three consecutive semesters shall be subject to dismissal.~~

NOTE: *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 6066 titled Probation and Dismissal adopted on 4-26-94.*

Date Adopted:

(Replaces current Riverside CCD Policy 6066)

Riverside Community College District Policy**No. 5110****Student Services
DRAFT****BP 5110 COUNSELING****References:**

Title 5 Section 51018

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

Pre-enrollment counseling shall be required of all first-time college students who have declared one of the educational goals delineated in AP 5110. ~~The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.~~

Counseling ***services*** shall be required for all ~~first-time~~ students ***who have earned an academic standing of either academic dismissal or progress dismissal.*** ~~enrolled in six or more units, students enrolled provisionally, and students on academic or progress probation.~~

Date Adopted: March 17, 2009

Revised:

Riverside Community College District Policy

No. 7232

**Human Resources
DRAFT**

BP 7232 CLASSIFICATION REVIEW

References:

Education Code Sections 88001 and 88009

❖ **From current Riverside CCD Policy 4045 titled Reclassification of Classified Positions**

Position classifications will be reviewed ~~annually~~ in accordance with *the Administrative Procedures* established in the ~~regulations of~~ **for** this Policy.

NOTE: The information in **regular type** is current Riverside CCD Policy 4045 titled Reclassification of Classified Positions adopted on 4-1-75, re-adopted on 5-7-75 and 9-13-95.

Date Adopted:

(Replaces current Riverside CCD Policy 4045)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: August 18, 2009

Subject: Revised and New Board Policies – Second Reading

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

Board of Trustees

2015 – Student Trustee – Policy. This is a revision of the original Policy that was approved in September 2008.

2015 – Student Trustee – Administrative Procedure. Replaces current Regulations 1016 and 6016.

2713 – Gifts of Tickets and/or Passes – This is a new Policy for the District.

General Institution

3950 – Naming of Facilities. Replaces current Policy 7070

Academic Affairs

4106 – Nursing Programs – This was originally approved by the Board on March 17, 2009; however in the CCLC bi-annual update of their model Board Policies, received in April, the changes noted were suggested.

Student Services

5160 – Student Employment – Replaces current Policy 6040.

5400 – Associated Students Organization – Replaces current Policy 6120.

5405 – District Student Executive Board – Replaces current Policy/Regulation 6010.

5410 – Associated Students Elections – This is a new Policy for the District.

5420 – Associated Students Finance – This is a new Policy for the District.

5430 – Extra-Curricular Activities – Replaces current Policy 6130.

Human Resources

7210 – Academic Employees - Replaces current Policy 3024.

7217 – CAL STRS Reduced Workload Program – Replaces current Policy 3095.

Recommended Action: It is recommended that the Board of Trustees approval Board Policies 2015, 2713, 3950, 4106, 5160, 5400, 5405, 5410, 5420, 5430, 7210 and 7217, as well as Administrative Procedure 2015.

Gregory W. Gray
Chancellor

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

Riverside Community College District Policy**No. 2015****Board of Trustees
DRAFT****BP 2015 STUDENT TRUSTEE****References:**

Education Code Sections 72023.5 and 72103

The Board of Trustees shall include one non-voting student trustee. ~~The term of office shall be one year commencing the first day after the end of the spring semester.~~

The student trustee shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student shall maintain a 2.5 GPA throughout their term on the Board. The student trustee is not required to give up employment with the District.

The student trustee shall be seated with the Board of Trustees and shall be recognized as a full member of the Board at meetings. Except for closed sessions, the student trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board of Trustees. The student trustee shall be entitled to any mileage allowance necessary to attend Board Meetings to the same extent as publicly elected Board members.

The student trustee shall be chosen by the students enrolled in the District as follows:

The student trustee shall be elected by all the students of the student body in a general election held for that purpose. *The election will be held in the Spring semester. The term of office shall begin the first day after the end of the spring semester and remain in office until the last day of the following spring semester.*

Special elections shall be held if the office becomes vacant by reason of the resignation or disqualification of an elected student member, or by any other reasons. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Chancellor.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The election will be conducted in accordance with administrative procedures established by the Chancellor *or designee.*

Date Adopted: September 16, 2008

(Replaces Policies 1016 & 6016)

Revised:

Riverside Community College District Procedure

No. 2015

**Board of Trustees
DRAFT**

AP 2015 STUDENT TRUSTEE

Reference:

Education Code Sections 72023.5, 72122, 72129

❖ **From current RCCD Regulation 1016/6016 titled Student Member of Governing Board**

I. **Election of Student *Trustee* Member**

~~The President of the Associated Students of Riverside Community College District shall be recommended to the Chancellor of the District as the student member of the governing board. Final approval of the student member shall rest with the governing board.~~

The student member(s) shall be elected by a plurality vote of those voting in a regular election of the student body. All members of the student body may vote. The election will be conducted during the spring semester. *The student trustee will take office at the first Board meeting following the end of the Spring semester.*

II. **Term of Office**

~~The term of office for the student member of the Governing Board shall coincide with the term of office as President of the Associated Students of Riverside Community College District.—~~***The term of office shall be from the first day after the end of the spring semester and will remain in office until the last day of the following spring semester. The Student Trustee may serve up to two (2) terms, if the qualifications in the ASRCCD by-laws are met.***

III. **Duties and Responsibilities**

~~The student member~~ ***trustee*** of the governing board shall be sworn in, given the oath of office, and seated with the elected members of the governing board, ***and shall carry out all of the duties delineated in the ASRCCD constitution.***

The student trustee ~~and~~ shall be accorded the normal privileges and responsibilities of a board member except ***that the student trustee shall not:***

- A. ~~The student member shall not~~ Vote on any matter before the governing board.
- B. ~~The student member shall not~~ Attend closed or special sessions. (~~ECS 72122~~
~~— and 72129 Note of Decision~~)
- C. ~~The student member shall not~~ Make, amend or second motions.

IV. Scholarship

The Student Trustee, in recognition of his/her service on the Board of Trustees, shall receive a \$300 scholarship at the end of each Spring and Fall semester, for a total of \$600.

V. Vacancy

If a vacancy occurs for any of the following reasons:

- ***Written notification of resignation by any means of written communication;***
- ***Impeachment or dismissal;***
- ***Failure to comply with expressed ASRCCD Constitutional qualifications for holding office; or***
- ***Death,***

the ASRCCD Student Trustee Pro Tempore will serve as the ASRCCD Student Trustee in accordance with Article IV, Section 2B of the ASRCCD Constitution, until a special election occurs. In the occasion of a vacancy also in the position of the ASRCCD Student Trustee Pro Tempore, then the District Student Executive Secretary will assume the duties of the ASRCCD Trustee until a special election occurs.

~~If the office of President of the Associated Students of Riverside Community College District becomes vacant, the position of student member to the governing board shall remain vacant until a replacement for the office of President of the Associated Students is appointed or elected. The new nominee will then be appointed in accordance with Section I of these regulations.~~

VI. Recall

The ASRCCD Student Trustee shall be subject to recall by the RCCD student body. A written petition with signatures of at least ten percent (10%) of the current semester enrollment of the RCCD student body shall constitute a request for recall. Upon presentation of said petition to the District Student Executive Board and Chancellor or designee, a recall election shall be called within fifteen (15) calendar days. A two-thirds (2/3) majority of the votes cast shall be required

to recall the ASRCCD Student Trustee, with this number being at least two-thirds (2/3) the number of votes cast in the Trustee's original election.

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Regulation 1016/6016 titled Student Member of Governing Board approved on May 17, 2005. Language in **bold italic type** is provided by RCCD staff.

Date Approved

(Replaces current Riverside CCD Regulation 1016/6016)

Riverside Community College District Policy

No. 2713

Board of Trustees

BP 2713 GIFTS OF TICKETS AND/OR PASSES

Reference:

Fair Political Practices Commission (“FPPC”) Regulation 18944.1.

The purpose of this Policy is to ensure that all ticket and/or passes to attend a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, made available to or for the District, are distributed in furtherance of governmental and/or public purposes as required under the Political Reform Act.

The District finds that the receipt of all such discounted, free or purchased tickets and/or passes are public resources. The District hereby desires to distribute these public resources in a manner that furthers its governmental and public purposes as reasonably described herein, such as the promotion of education related policy activities on behalf of the District and its community and government partners for these purposes.

This Policy shall be subject to the following limitations:

1. This Policy shall only apply to the District’s distribution of tickets and/or passes to, or at the behest of, a public official for which no consideration of equal or greater value is provided by the public official.
2. Consideration of equal or greater value shall be presumed if the tickets and/or passes are distributed pursuant to this Policy.
3. Unless exempted otherwise under state law, any ticket and/or pass received or directed for use by a District official not in conformance with this Policy remains subject to separate disclosure requirements and the annual gift limit.
4. This policy does not generally apply to political or nonprofit fundraisers which are governed under a separate policy.
5. Tickets and/or passes to events that primarily provide informational material and is provided to assist the District official in the performance of

his or her official duties or that of his or her elected office being sought is also not generally subject to this Policy. As any event becomes more entertainment oriented, this Policy, as well as District counsel, should be consulted.

Tickets provided to public officials as part of their official duties, or tickets provided so that the public official may perform a ceremonial role or function on behalf of the District shall not be subject to this Tickets and/or Passes Distribution Policy. These tickets are exempt from any disclosure or reporting requirements.

Definitions:

District Officials: District Officials shall mean all public officials and those employees as that term is defined by Government Code Section 82048 and FPPC Regulation 18701.

Tickets/Passes: Tickets and passes are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purposes.

The Chancellor, or designee, shall be responsible for managing all donations of tickets and/or passes and for the accounting and inventory of all donated tickets and/or passes. In such case, where the Chancellor desires to obtain a ticket or pass, the Board of Trustees authorizes the Board President to exercise the District's sole discretion in determining whether the Chancellor's use or behest of tickets and/or passes is in accordance with the terms of this Policy.

The Chancellor may authorize District staff to approach companies or organizations to request donation of tickets and/or passes to facilitate the achievement of the governmental and public purposes described below.

The District may accomplish one or more public purposes of the District through the distribution of tickets to, or at the behest of, a District official. The following list is illustrative, rather than exhaustive, of the public purposes of the District that may be served by District officials attending events using tickets distributed to them by the District.

1. Promotion of education related policy activities on behalf of the District, nationally, regionally and statewide.
2. Marketing promotions highlighting the achievements of public agencies, local residents, nonprofits, community groups and businesses in the areas of education.

3. **Promotion and marketing of District facilities and resources available for public use.**
4. **Promotion of District recognition, visibility, and/or profile on a local, state, national or international scale.**
5. **Promotion of District issues and interests at event sponsored by other governmental agencies and government related industry groups, and nonprofit organizations.**
6. **Attendance to student productions, scholarship dinners, welcome dinners, recognition dinners, award banquets, graduation ceremonies, pinning ceremonies, commencement activities, end-of-year parties, student performances, student plays, student or faculty debates, student sporting events, student or faculty presentations, and/or similar events that may have some amusement, entertainment, or recreational component within or on behalf of the District.**
7. **Promotion of open government by District official appearances, participation and/or availability at business or community events.**
8. **Sponsorship agreements involving private events where District specifically seeks to enhance District's reputation both locally and regionally by serving as hosts providing the necessary opportunities to meet and greet visitors, dignitaries, and residents.**
9. **All written contracts where District, as a form of consideration, has required that a certain number of tickets or suites be made available for its use.**
10. **Employment retention programs.**
11. **Charitable 501(c)(3) fundraisers for the purpose of networking with other community and civic leaders.**
12. **Spouses of District officials in order to accompany him or her to any of the events listed above.**
13. **Any purpose similar to above included in any District contract.**

Any District official or any member of the district official's immediate family may return any ticket unused to District for redistribution pursuant to this Policy. Government Code Section 82029 has defined "immediate family" to mean spouse and dependent children. Under no reasons, may either the district official or a member of his or her immediate family sell or further transfer any ticket and/or pass provided under this Policy.

The transfer by any District official of any tickets and/or passes distributed pursuant to this Policy to any other person, except to members of the District official's immediate family for their personal use, is prohibited.

This Policy shall be posted on the District's website. These forms shall be posted for 12 months and may be removed at the District's discretion any time thereafter.

The distribution of tickets or passes pursuant to this Policy shall be posted on District's website in a prominent fashion with 30 days after the ticket distribution and shall include all the information as required under Section 18944.1. Any such posting shall use FPPC Form 802 or such alternative form as may be approved or amended from time to time.

***NOTE:** The language in **bold type** is recommended by legal counsel and is a legal requirement.*

Date Approved

(This is a new Policy for the District)

Business and Fiscal Affairs

BP 3950 NAMING OF FACILITIES

References:

No references

All recommendations for naming of facilities shall be submitted to the Board of Trustees by the Chancellor for action.

As designees of the Chancellor, the Facilities Recognition and Naming Committee shall develop the procedures for presenting proposed names for facilities to the Board of Trustees for consideration.

- ❖ From Riverside CCD Policy 7070 titled Naming of Facilities

THE NAMING OF A FACILITY

Buildings and facilities shall generally be named in a manner descriptive of their basic functions. ~~Only in very unusual circumstances shall an individual's name be used. However,~~ ***In the*** case of a unique, extraordinary, or significant personal contribution of someone closely associated with the District ***or a significant financial gift made through the RCCD Foundation***, it will be proper for an individual's name to be bestowed upon a building or other facility.

~~Decisions to name buildings or facilities after an individual shall be made under circumstances free from emotion and transitory pressures. Therefore, at least a year shall elapse between the first written request to the Chancellor, of the District and the time when further action shall be taken on that proposal by the Board of Trustees.~~ ***Decisions to name buildings and facilities after an individual when no financial gift is involved shall be made under circumstances free from emotion and transitory pressures. Therefore, when a nomination involves service or professional contributions to the institution, a proposal shall not be submitted to the Facilities Recognition and Naming Committee until the individual has been retired or deceased at least one year.***

In addition to facilities, plaques, memorials ***and monuments***, superior campus events--such as athletics, fine arts, lectures--and other activities may be eligible under this policy.

DISCONTINUING THE NAME OF A FACILITY

The District recognizes that the name conferred on a District or campus facility or location, in recognition of an individual or group, is an important factor in the public image of the institution.

Accordingly, the Board of Trustees may discontinue an approved name when the Board determines that it is no longer appropriate for the District to retain the name previously assigned to the facility, location or area.

NOTE: This policy is **suggested** as **good practice**. The information in **bold type** is additional language to consider including in this policy. The information in regular type is current Riverside CCD Policy 7070 titled Naming of Facilities adopted on 5-19-81 and amended on 12-14-04.

Date Adopted:

(Replaces current Riverside CCD Policy 7070)

Riverside Community College District Policy

No. 4106

**Academic Affairs
DRAFT**

BP 4106 NURSING PROGRAMS

References:

Education Code Sections 66055.8, 66055.9, 70101- 70106, 70120, 70124, 60125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3 and 92645;
Title 5, Sections 55060, et seq **and 55521**;
Health and Safety Code Section 128050

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

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

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

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

Date Adopted: March 17, 2009

Revised:

Student Services
DRAFT

BP 5160 STUDENT EMPLOYMENT

References:

No references

❖ **From Riverside CCD Policy 6040 titled Student Employment**

The Riverside Community College District is committed to **offering** a student employment programs. The purpose of **these** such a programs is to **provide** offer students an opportunity to work **either** in an on-campus and/or off-campus position. **On-campus positions will not displace any classified positions.** Each on-campus student position is designed to provide an auxiliary service to various college departments which are not provided by the staffing of regular classified employees. Off-campus positions are designed to meet service requirements for the community and Federal regulations.

The hourly rates to be paid to students shall be defined in **procedures** regulations and shall be at least equal to the minimum wage, and are subject to change upon revised State and Federal guidelines. Employment practices shall be consistent with the intent and letter of the laws relating to equal employment opportunity.

Regulations and employment practice shall apply equally to District funded student employment as well as on and off-campus student employment programs.

NOTE: This policy is **suggested as good practice.** The language in regular type is current Riverside CCD Policy 6040 titled Student Employment adopted on 11-18-97. The language in **bold italic type** is provided by RCCD staff.

Date Adopted:

(Replaces current Riverside CCD Policy 6040)

**Student Services
DRAFT**

BP 5400 ASSOCIATED STUDENTS ORGANIZATION

References:

Education Code Sections 76060, 76061, 76062, and 76067

- ❖ **From Riverside CCD Policy 6120 titled Organization of the Associated Student Body**

~~Riverside Community College~~ **The** District recognizes the importance of allowing students to expand their **college** learning experiences at the College by actively participating in the democratic process of student government. **Therefore, the Board of Trustees hereby recognizes those student body association(s) as the Associated Students of the Riverside Community College District (ASRCCD), The Associated Students of Moreno Valley (ASMV), The Associated Students of Norco Campus (ASNC) and Associated Students of Riverside City College (ASRCC)..**

These Associated Students organizations are recognized as the official voice for the students in the District and college decision-making processes. They may conduct other activities as approved by the Chancellor or President(s). The Associated Students activities shall not conflict with the authority or responsibility of the Board of Trustees or its officers or employees.

- ❖ **From Riverside CCD Policy 6120 titled Organization of the Associated Student Body**

~~This organization, through its Executive Board, will provide educational experiences in leadership, human interaction, problem solving, and governance, so as to enrich the students' learning experiences while attending Riverside Community College.~~

~~ASRCC, through its recognized clubs and organizations, will represent the College in approved activities, plan and advertise events, and use College facilities in accordance with state and local policies for the benefit of Riverside Community College students.~~

The Associated Students shall conduct itself in accordance with state laws and regulations and *District policies and procedures.*

The Associated Students shall be granted the use of District premises subject to such administrative procedures as may be established by the Administration.

Such use shall not be construed as transferring ownership or control of the premises.

❖ **From Riverside CCD Policy 6120 titled Organization of the Associated Student Body**

~~Riverside Community College District recognizes the importance of allowing students to expand their learning experiences at the College by actively participating in the democratic process of student government. Thus, within the overall framework of college governance, the District authorizes the creation of an Associated Student Body Organization which will be referred to as the ASRCC.~~

NOTE: This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **regular type** is current Riverside CCD Policy 6120 titled Organization of the Associated Student Body adopted on 9-1-81 and amended on 6-9-98.

Date Adopted:

(Replaces current Riverside CCD Policies 6120)

**Student Services
DRAFT**

BP 5405 STUDENT DISTRICT EXECUTIVE BOARD

References:

Title 5, Section 51023.7

The Board of Trustees recognizes the ***Student District Executive Board*** District Student Senate of ***the*** Riverside Community College ***District*** as the organization representing the students. ~~that will be afforded the opportunity to participate in the formation and development of District policies and procedures that have or will have a significant effect on students. under the provisions of Title 5 Section 51023.7.~~

The primary function of the ***Student District Executive Board*** Riverside Community College District Student Senate is to make recommendations ***in the formation and development of District policies and procedures*** “that have, or will have, a significant effect on students”:

1. Grading policies;
2. Codes of student conduct;
3. Academic disciplinary policies;.
4. Curriculum development;
5. Courses or programs which should be initiated or discontinued;
6. Processes for institutional planning and budget development;
7. Standards or policies regarding student preparation and success;
8. Student services planning and development;
9. Student fees within the authority of the District to adopt;
10. Any other District and college policy, procedure, or related matter that the District governing Board ***of Trustees*** determines will have a significant effect on students.

The Board of Trustees shall give reasonable consideration to recommendations and positions developed by students regarding district and college policies and

procedures pertaining to the hiring and evaluation of faculty, administration, and staff.

The Board of Trustees shall recognize the Associated Students of Riverside Community College District (**ASRCCD**) as the authority for defining student participatory governance procedures.

The ***Student District Executive Board*** ~~Student Senate~~ will work with the appropriate administrative office(s) while developing its position. The ***Student District Executive Board*** ~~Senate~~ will then forward its final recommendations to the ***Chief Student Services Officer of the District*** ~~District Student Services Administrator~~, who, in concert with the ***Chancellor*** ~~Superintendent/President~~, will present them in a timely manner to the Board of Trustees with or without his/her endorsements or comments.

The ~~Student Senate's~~ recommendations ***of the Student District Executive Board*** will be given "every reasonable consideration" before the Board of Trustees acts on policy.

~~Title 5—51023.7~~ ***In accordance with Title 5, Students (a) (2) states:*** ~~except in unforeseeable, emergency situations, the governing board shall not take action on a matter having a significant effect on students until it has provided students with an opportunity to participate in the formulation of the policy or procedure or the joint development of recommendations regarding the action.~~

NOTE: *This policy is legally required. The information in regular type is current Riverside CCD Policy and Regulation 6010 titled District Student Senate adopted on 5-19-04.*

Date Adopted:

(Replaces current Riverside CCD Policy and Regulation 6010)

Student Services
DRAFT

BP 5410 ASSOCIATED STUDENTS ELECTIONS

References:

Education Code Section 76061

The Associated Students shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the Chancellor *or designee and the Associated Students of the Riverside Community College District's Constitution and by-laws.*

Any student elected as an officer in the Associated Students shall meet both of the following requirements:

1. The student shall be enrolled in the District/*College* at the time of election and throughout his or her term of office, with a minimum of five semester units or the equivalent.
2. The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 titled Standards of Scholarship and related administrative procedures).

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

Date Adopted:

(This is a new policy recommended by the CCLC)

Student Services
DRAFT

BP 5420 ASSOCIATED STUDENTS FINANCE

References:

Education Code Sections 76063-76065

Associated Student funds shall be deposited with and disbursed by the *District's Auxiliary Business Services, after approval from the District Chief Student Services Officer (DCSSO).*

The funds shall be deposited, loaned or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by the Associated Students, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- **the *applicable CSSO (District or Campus)* or designee;**
- **the employee who is the designated advisor of the particular student body organization; and**
- **a representative of the *applicable* student body organization.**

The funds of the Associated Students shall be subject to an annual audit.

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

Date Adopted:

(This is a new policy recommended by the CCLC)

Student Services
DRAFT

BP 5430 EXTRA-CURRICULAR ACTIVITIES

References:

Education Code Sections 76063-76065

❖ **From Riverside CCD Policy 6130 titled Extra-Curricular Activities**

The Riverside Community College District supports the development of a comprehensive extra-curricular program to augment the traditional academic programs of the college. To partially defray the costs of such programs and to ensure the overall coordination of events, the ~~President of the College~~ **Chancellor** or his/**her** designee will develop and implement appropriate **procedures** ~~regulations~~ for such activities.

NOTE: This policy is **suggested as good practice**. The language in regular type is current Riverside CCD Policy 6130 titled Extra-Curricular Activities adopted on 8-3-82.

Date Adopted:

(Replaces current Riverside CCD Policy
6130)

Riverside Community College District Policy

No. 7210

**Human Resources
DRAFT**

BP 7210 ACADEMIC EMPLOYEES

References:

Education Code Sections 87400 et seq., 87419.1, 87600 et seq., and 87482.8;
Government Code Sections 3540-3549;
Title 5 Section 51025

Academic employees are all persons employed by the District in academic positions. Academic positions include every type of service, other than paraprofessional service, for which minimum qualifications have been established by the Board of Governors for the California Community Colleges.

Faculty members are those employees who are employed by the District in academic positions that are not designated as supervisory or management. Faculty employees include, but are not limited to, instructors, librarians, counselors, and professionals in health services, DSPS, Early Childhood Education and EOPS.

Decisions regarding tenure of faculty shall be made in accordance with the evaluation procedures established for the evaluation of probationary faculty and in accordance with the requirements of the Education Code, *as well as the CTA Collective Bargaining Agreement*. The Board of Trustees reserves the right to determine whether a faculty member shall be granted tenure.

The District may employ temporary faculty from time to time as required by the interests of the District. Temporary faculty may be employed full time or part time. The Board of Trustees delegates authority to the Chancellor to determine the extent of the District's needs for temporary faculty.

Notwithstanding this policy, the District shall comply with its goals under the Education Code regarding the ratio of full-time to part-time faculty to be employed by it and for making progress toward the standard of 75% of total faculty work load hours taught by full-time faculty.

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. The language in **regular type** is current Riverside CCD Policy 3024 titled Academic Employee Collective Bargaining Agreement adopted on 3-7-89.*

Date Adopted:

(Replaces current RCCD Policy 3024)

Riverside Community College District Policy

No. 7217

**Human Resources
DRAFT**

BP 7217 CAL STRS REDUCED WORKLOAD PROGRAM

References:

Education Code Sections 22724, 87483, and 89516;
Government Code Section 53201;
STRS Administrative Directive 81-6 (12-30-81);
Assembly Bill 1162 (Chapter 1023, Statutes 1981)

❖ **From Riverside CCD Policy 3095 titled Reduced Employment Plan**

It shall be the policy of the Riverside Community College District Board of Trustees to permit, **based upon the recommendation of the President, and** subject to **Board District** approval, eligible **academic** ~~certificated~~ employees to reduce their employment below a full-time workload and maintain **full** fringe **and retirement** benefits from the District. ~~and retirement benefits. pursuant to Education Code 22724.~~

NOTE: The information in **regular type** is current Riverside CCD Policy 3095 titled Reduced Employment Plan adopted on 11-19-75 and amended on 3-6-84.

Date Adopted:

(Replaces current Riverside CCD Policy 3095)

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF JUNE 9, 2009

Chairperson Medina called the committee to order at CALL TO ORDER
6:00 p.m., in Board Room AD122, Riverside City
College.

Committee Members Present

Mr. Jose Medina, Chairperson
Mrs. Janet Green, Vice Chairperson
Ms. Virginia Blumenthal, Board of Trustees
Mr. Mark Takano, Secretary, Board of Trustees
Ms. Mary Figueroa, Board Member
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Richard Davin, Academic Senate Representative, Riverside City College
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Mr. Angel Lopez, ASRCC Student Representative
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Ms. Sylvia Thomas, Associate Vice Chancellor, Instruction
Dr. Shelagh Camak, Executive Dean, Workforce Development
Dr. John Tillquist, Dean, Technology and Economic Development
Dr. Lisa Conyers, Vice President, Educational Services,
Moreno Valley Campus
Ms. Becky Elam, Vice President, Business Services,
Riverside City College
Dr. Gaither Loewenstein, Vice President, Educational Services,
Norco Campus
Dr. Patrick Schwerdtfeger, Vice President, Academic Affairs,
Riverside City College
Mr. Ron Vito, Vice President, Career and Technical Programs
Ms. Marilyn V. Jacobsen, Director, Center for International
Students and Programs
Dr. Carol Farrar, Associate Professor, Psychology, Norco Campus
Dr. Susan Mills, Associate Professor, Mathematics, Riverside City College
Mr. Donald Foster, Instructor, Music, Moreno Valley Campus
Dr. Jeffrey Rhyne, Instructor, English, Moreno Valley Campus
Mr. Daniela McCarson, Outreach Specialist, Norco Campus

Dr. Schwerdtfeger, along with Ms. Elam and Dr. Mills, led the committee review of the Accreditation Second Follow-up report in support of the reaffirmation of accreditation for Riverside City College that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

RIVERSIDE CITY COLLEGE
ACCREDITATION

Dr. Loewenstein introduced Dr. Carol Farrar who led the committee review of the report for the Norco Campus in support of initial accreditation that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

NORCO CAMPUS ACCREDITATION

Dr. Conyers, along with Dr. Rhyne and Mr. Foster, led the committee review of the report for the Moreno Valley Campus in support of initial accreditation that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

MORENO VALLEY CAMPUS
ACCREDITATION

Dr. Tillquist led the committee review of an agreement to provide funding for the center that provides business counseling and training services that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

TRITECH SMALL BUSINESS
DEVELOPMENT CENTER
SERVICES

Ms. Jacobsen led the committee review of an agreement to provide funding for the program to enable students from Egypt to have an opportunity for study and professional development that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

EGYPT COMMUNITY COLLEGE
INITIATIVE PROGRAM

Ms. Camak led the committee review of an agreement to provide funding for the program to provide work readiness training and paid work experience for current and former foster youth adults that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

SUMMER YOUTH EMPLOYMENT
PROGRAM

Dr. Maghroori led the committee review of the changes in curriculum that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

PROPOSED CURRICULAR
CHANGES

Mr. Vito led the committee review of the lease to operate the program at its current location for more square footage and money for three years that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

CULINARY ACADEMY LEASE

Dr. Perez led the committee review of the one year extension at the current location for the dental program that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed. MARCH DENTAL EDUCATION CENTER LEASE

The committee adjourned the meeting at 7:20 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF JUNE 9, 2009

Chairperson Green called the committee to order at 7:25 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Ms. Mary Figueroa, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Mr. Mark Takano, Secretary, Board of Trustees
Mr. Jose Medina, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness
Dr. Richard Mahon, Academic Senate Representative, Riverside City College
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Ms. Meghan Skaggs, ASRCCD Student Representative
Mr. Mark Carpenter, CTA Representative, Riverside City College
Ms. Ginny Haguewood, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations
Mr. Aaron Brown, Associate Vice Chancellor, Administration and Finance
Ms. Elena Andrews, Steinberg Architects
Mr. Jim Wurst, HMC Architects

Mr. Williams led the committee review of the plan and proposals required to be submitted annually by all community colleges to the State Chancellor's Office. Discussion followed.

2011-2015 FIVE-YEAR CAPITAL CONSTRUCTION PLAN

Dr. Perez led the committee review of the agreement to develop a Letter of Intent and Needs Assessment Study that will be presented to the Board for approval at the June 16th regular meeting. Discussion followed.

BEN CLARK PUBLIC SAFETY TRAINING CENTER STATUS PROJECT

Dr. Perez led the committee review of the request for additional funding for the development of a permanent center facility and an agreement to provide design services that will be brought to the Board for approval at the June 16th regular Board meeting. Discussion followed.

MARCH DENTAL EDUCATION CENTER

Dr. Perez led the committee review of a request for funding and the awarding of bids that will be brought to the Board for consideration at the June 16th regular meeting. Discussion followed.

MORENO VALLEY CAMPUS SAFETY AND SITE IMPROVEMENT PROJECT

Dr. Davis led the committee review of a request for funding and an agreement to provide design services and bid specifications, and the awarding of bids that will be brought to the Board for consideration at the June 16th regular meeting. Discussion followed.

NORCO CAMPUS SAFETY AND SITE IMPROVEMENT PROJECT

Dr. Perez led the committee review for funding for the planning and design of administrative office space. The request will be presented to the Board at the June 16th regular meeting. Discussion followed.

MORENO VALLEY CAMPUS ADMINISTRATIVE MOVE TO HUMANITIES BUILDING

Dr. Perez led the committee review of the funding for the assessment and planning of the project that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

MORENO VALLEY CAMPUS SCIENCE LABORATORIES REMODEL PROJECT

Dr. Lacy led the committee review of the request for funding to install a temporary food services facility during the remodel of the existing facility.

MORENO VALLEY CAMPUS: INTERIM FOOD SERVICE FACILITY

The committee adjourned the meeting at 8:26 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING OF JUNE 9, 2009

Chairperson Figueroa called the committee to order at 8:30 p.m., in Board Room AD122, Riverside City College. CALL TO ORDER

Committee Members Present

Ms. Mary Figueroa, Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Ms. Janet Green, Vice President, Board of Trustees
Mr. Jose Medina, Member, Board of Trustees
Dr. Irving G. Hendrick, Interim Chancellor
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Richard Mahon, Academic Senate Representative, Riverside City College
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Dr. Dariush Haghghat, CTA Representative, Riverside City College
Dr. Mark Sellick, CTA Representative, Riverside City College
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Ms. Ruth Adams, Director, Compliance, Contracts, and Legal Services

Guests Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Ms. Adams led the committee in reviewing Board Policies 2015, 2713, 3950, 4106, 5160, 5400, 5405, 5410, 5420, 5430, 7210, and 7217, as well as Administrative Procedure 2015, being presented to the Board for first reading at the June 16th regular Board meeting. Discussion followed. REVISED AND NEW BOARD POLICIES – FIRST READING

Ms. Carlson led the committee review of the renewal of the contract for federal representation of the District in Washington, DC, that will be presented to the Board for approval at the June 16th regular Board meeting. Discussion followed. FEDERAL REPRESENTATION FOR RCCD

The committee adjourned the meeting at 8:46 p.m. ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF JUNE 9, 2009

Chairperson Takano called the committee to order at 8:50 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Mr. Jose Medina, Vice Chairperson
Ms. Virginia Blumenthal, President, Board of Trustees
Mrs. Janet Green, Vice President, Board of Trustees
Ms. Mary Figueroa, Board of Trustees
Dr. Jim Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Mr. Salvador Soto, Academic Senate Representative, Moreno Valley Campus
Mr. Tom Wagner, Academic Senate Representative, Norco Campus
Ms. Tamara Caponetto, CSEA Representative, Norco Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff/Executive Assistant to the Chancellor
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction

Guest(s) Present

Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Linda Lacy, Vice Chancellor, Student Services and Operations

Dr. Buysse led the committee review of the tentative budget that will be presented to the Board for approval at the June 16th regular Board meeting. Discussion followed.

TENTATIVE BUDGET FOR 2009-2010
AND NOTICE OF PUBLIC HEARING
ON THE 2009-2010 BUDGET

Mr. Williams led the committee review of change orders that will be presented to the Board of Trustees for approval at the June 16th regular Board meeting. Discussion followed.

PHASE III – NORCO/INDUSTRIAL
TECHNOLOGY PROJECT – CHANGE
ORDERS

Mr. Williams led the committee review of an amendment to provide additional environmental report services that will be presented to the Board of Trustees for approval at the June 16th regular meeting. Discussion followed.

Dr. Muto and Mr. Greiner, from GKK works, led the committee review of the project design, tentative budget and the request to use Measure C funds that will be presented to the Board of Trustees for approval at the June 16th regular meeting. Discussion followed.

Mr. Williams led the committee review of the request for approval of inspection services agreements that will be brought to the Board for approval at the June 16th regular meeting. Discussion followed.

The committee adjourned the meeting at 10:50 p.m.

MARKET STREET PROPERTIES:
CEQA AMENDMENT

WHEELOCK GYMNASIUM, SEISMIC
RETROFIT PROJECT – PROJECT
DEISNG PRESENTATION AND
TENTATIVE BUDGET APPROVAL

RIVERSIDE AQUATICS COMPLEX
PROJECT: INSPECTION SERVICES

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-B

DATE: August 18, 2009

Subject: Presentation of Annual Report By Measure C Citizens' Bond Oversight Committee

Background: Proposition 39 and the Bylaws of the RCCD Measure C Citizens' Bond Oversight Committee require that the Committee submit an annual report to the Board of Trustees each year. The report is submitted as an information item and details the activities of the Committee during the past year in a format determined by Committee members. The RCCD administrator who staffs the Committee prepares the report; its content is reviewed and approved by the Committee prior to presentation to the Board of Trustees. Past practice is that the CBOC annual report is presented to the Board of Trustees at its regular meeting in August by the Chair of the CBOC.

Recommended Action: It is recommended that the Board of Trustees accept the RCCD Measure C Citizens' Bond Oversight Committee 2008/09 Annual Report as an information item.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs & Institutional Advancement
(Staff to Citizens' Bond Oversight Committee)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-C

DATE: August 18, 2009

Subject: Recognition of Outgoing Citizens' Bond Oversight Committee Members

Background: Members appointed to the RCCD Measure C Citizens' Bond Oversight Committee are eligible to serve two 2-year terms and one additional, consecutive two-year term. Upon completion of their term(s) of service it is appropriate for the Board of Trustees to officially recognize the contributions and stewardship of these committee members. Through their efforts, the Board of Trustees and the public is assured that public monies approved by voters through the general obligation bond measure in 2004 are spent in accordance with Proposition 39 and the ballot that went before the voters.

In August 2009, two committee members—Peter Serbantes (Chair) and Brian Unitt (Vice Chair)--complete their terms of service on the Citizens' Bond Oversight Committee.

Recommended Action: It is recommended that the Board of Trustees officially recognize the outgoing members of the RCCD Measure C Citizens' Bond Oversight Committee for their service to the public and to the Riverside Community College District.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs & Institutional Advancement
(Staff to Citizens' Bond Oversight Committee)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No.: X-D

DATE: August 18, 2009

Subject: Appointment of Individuals to the Measure C Citizens' Bond Oversight Committee

Background: When vacancies occur on the RCCD Measure C Citizens' Bond Oversight Committee—either through resignation or the completion of a member's term—it is the responsibility of the Board of Trustees to select and appoint individuals to fill those vacancies.

In August and September 2009, three committee members will complete their terms of service, which creates vacancies in the following categories: a citizen-at-large representative, a member of the business community, and a member representing local labor organizations. Notices advertising the vacancies were placed on the District website, in local print media, on local cable and radio broadcast channels (public service announcements), and through contacts with local community members. Applications for community-at-large representative, which were accepted through July 2009, were forwarded to the Board of Trustees for consideration. Applications for the remaining two vacancies will be brought forward at the September 2009 regular meeting of the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees consider the applications submitted by individuals interested in serving on the Measure C Citizens' Bond Oversight Committee for an appointment in the citizen-at-large category for an initial two-year terms of service.

Gregory W. Gray
Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs & Institutional Advancement
(Staff to Citizens' Bond Oversight Committee)

Lived here since 1965.

Backup X-D
August 18, 2009
Page 1 of 15
RECEIVED JUN 25 2004

Application for Appointment
Citizens' Bond Oversight Committee
Riverside Community College District
2004

still interested as of 7-13-09

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designation(s) for which you are qualified:

- Business Representative Company Name: _____
- Active Member of Senior Citizen Group Group Name: _____
- Member of Taxpayer Organization Group Name: _____
- RCC Student Organization/Student Club Name: _____
- Member of College Support Organization Org. Name _____
- Member of the San Bernardino and Riverside Counties Central Labor Council
- At-Large Community Member

If possible, please provide a contact person and phone number of the organization in which you are active. The College District may contact these organizations to verify your participation. Attach extra sheets, if necessary, to complete this application.

General Information:

Name: Thelma Louise ("Lou") Fawhey
Home Address: 6828 Abel Stearns Ave Riverside 92509
Home Telephone: 909 683-4820 E-mail: tlouecho@msn.com

Employer Information:

Name of Employer: Retired
Work Address: _____
Work Telephone: _____

Educational Background (Response optional; you may attach a resume or additional pages, if needed):

College and/or University: University of Tennessee
Degree/Major: BS / Education - Zoology
Vocational and/or Other Institution: _____
Certificate/Technical Training: Lifetime California Teaching Credential

Additional Information:

1. Have you been a member of any College District committees? Yes No If yes, in what capacity?
As an employer of IBM I served on a task committee to help better communication between business & college community needs.
2. Are you or have you or a member of your immediate family ever been employed by the District?
 Yes No If yes, please explain: _____

3. List present or past membership in any community service (e.g. volunteer, civic or youth) organizations. Pres. of Deepcreek Flyfishers & board member for 10 yrs. Presently Ambassador of Good Health (member of Inland Agency - Desert Sierra Partnership - Promoting Breast - Cervical Health). Served on Susan G. Komen Breast Cancer Foundation.

4. List participation in professional seminars, workshops or organizations.

Esalen, Big Sur - CA: Studied environmental solutions developed for building energy efficient living communities.

Qualifications:

1. Describe your training and experience in finance, facilities, and/or construction. (Attach additional pages or resume, if needed.) As a high tech computer sales representative I have successfully worked with many NASA projects which includes: Responding to "Request for Quotes" bidding contracts, completing government procurement procedures and thereby working with many individuals to complete installation deadlines.

Worked w/ Total plan Inc. when Riverside City Hall was under construction - thereby worked/committee
Please Answer the Following Questions:

1. How long have you been a resident within the College District? 39 Years Months
2. Do you have any family members who now attend (or have attended) one of the RCC campuses or educational centers? Yes No Which campuses or centers:

3. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Oversight Committee? Yes No If yes, please explain: _____

4. Explain why you would like to be appointed to this Committee. (Attach additional pages, if needed.) _____

5. Are you a vendor, contractor, or consultant of the College District? Yes No If yes, please explain: _____

6. Are you available to attend Committee meetings on weeknights? Yes No If no, please explain: _____

with Ruhnow-Evans & Associates to do floorplan layouts and specifications of interior furnishings and accessories.

Certificate of Applicant:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: _____

Helma Louise Lawley

Date: _____

June 23, 2004

Completed signed applications must be received by the President's Office, Riverside Community College District, 4800 Magnolia Ave., Riverside, CA 92506 or faxed to (909) 222-8035, no later than June 25, 2004, 5 p.m. Please be aware that completed applications are public records available for public review. If you have any questions, please call 909-222-8857.

**Application for Appointment
Citizens' Bond Oversight Committee
Riverside Community College District**

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designations for which you are qualified:

- **Business Representative** Company Name: _____
- **Active Member of a Senior Citizen Group** Group Name: Masters/ Senior Citizens, F.M.A. My 6th on Duty
- **Member of a Taxpayer Organization** Organization Name: _____
- **RCCD Student Organization/Student Club** Org. Name: _____
- **Member of a College Support Organization** Org. Name: _____
- **Member of the San Bernardino and Riverside Counties Central Labor Council**
- **At-Large Community Member**

If possible, please provide a contact person and phone number for the organization in which you are active. The College District may contact these organizations to verify your participation. Attach extra sheets, if necessary, to complete this application.

General Information:

Name: Richard Alberto Chavez
Home Address: 5825 Intervale Dr. Riverside CA 92506
Home Telephone: 951-788-6063 E-mail: N/A

Employer Information:

Name of Employer: Retired
Work Address: _____
Work Telephone: _____ E-mail: _____

Educational Background (optional; you may attach a resume or additional pages, if needed):

College and/or University: RCC, Cal State Long Beach, USC, & Cal State SB
Degree/Major: BA, BA, MPA, & MSW
Vocational and/or Other Institution: Fellowship - Dept of Ed. Washington DC
Certificate/Technical Training: Community College Certificate

Additional Information:

1. Have you been a member of any College District committee? __ Yes No If yes, if what capacity?
2. Are you or have you or anyone in your immediate family ever been employed by the District? __ Yes No If yes, please explain: _____
3. List present or past membership in any community service (e.g., volunteer, civic or youth) organizations: United Way Bd of Directors, Community Service Corps
Grand Jury

4. List participation in professional seminars, workshops or organizations: _____

Qualifications:

Describe your training and experience in finance, facilities, and/or construction. (Attach a resume or additional pages, if needed.) Director, Senior Program, Food Share
Inherit Aids Project, Director, Victrola offer

Please answer the following questions:

5. How long have you been a resident within the College District? ___ Years ___ Months - wife

6. Do you have any family members who now attend (or have attended) one of the RCCD campuses or educational centers? Yes ___ No If yes, which campus or center: Riverside

7. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Bond Oversight Committee? ___ Yes No If yes, please explain: _____

8. Why you would like to be appointed to this Committee? (Attach additional pages, if needed.)
I feel, I can contribute for the betterment of
Riverside City College

Are you a vendor, contractor or consultant of the College District? ___ Yes No If yes, please explain: _____

9. Are you available to attend Committee meetings on weeknights? Yes ___ No If no, please explain. _____

Certificate of Applicant:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Richard Alberto Choy Date: 7/31/09

Completed signed applications should be returned to the RCCD Office of Public Affairs, 4800 Magnolia Ave., Riverside, CA 92506 or fax to (951) 682-5943. Please be aware that completed applications are public records available for public review. If you have any questions, please call 951-222-8857.


**Application for Appointment
Citizens' Bond Oversight Committee
Riverside Community College District**

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designations for which you are qualified:

- Business Representative Company Name: NO Barriers Disabled Access Consultants +
- Active Member of a Senior Citizen Group Group Name: Advocacy SUES
- Member of a Taxpayer Organization Organization Name: _____
- RCCD Student Organization/Student Club Org. Name: _____
- Member of a College Support Organization Org. Name: _____
- Member of the San Bernardino and Riverside Counties Central Labor Council
- OV •At-Large Community Member

If possible, please provide a contact person and phone number for the organization in which you are active. The College District may contact these organizations to verify your participation. Attach extra sheets, if necessary, to complete this application.

General Information:

Name: USA  Ruthee Goldkorn
 24750 Fair Dawn Ln.
 Moreno Valley, CA 92557

Home Address: _____

Home Telephone: 951 247 8150 E-mail: KNOWbarriers@yahoo.com

Employer Information:

Name of Employer: NO BARRIERS Disabled Access Consultants +
Advocacy SUES

Work Address: _____

Work Telephone: SAME E-mail: SAME

Educational Background (optional; you may attach a resume or additional pages, if needed):

College and/or University: _____

Degree/Major: _____

Vocational and/or Other Institution: BRYMAN School

Certificate/Technical Training: Med ASSIST 1974, Dept of Tech Job Facilitator
Training, Fed + State DOJ
Facilitated Training

Additional Information:

1. Have you been a member of any College District committee? Yes No If yes, if what capacity?
2. Are you or have you or anyone in your immediate family ever been employed by the District? Yes No If yes, please explain: _____
3. List present or past membership in any community service (e.g., volunteer, civic or youth) organizations: SEE ATTACHED

4. List participation in professional seminars, workshops or organizations: _____

_____ *[Handwritten Signature]* _____

Qualifications:

Describe your training and experience in finance, facilities, and/or construction. (Attach a resume or additional pages, if needed.) _____

Please answer the following questions:

5. How long have you been a resident within the College District? 21 Years Months

6. Do you have any family members who now attend (or have attended) one of the RCCD campuses or educational centers? Yes No If yes, which campus or center: MV

7. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Bond Oversight Committee? Yes No If yes, please explain: _____

8. Why you would like to be appointed to this Committee? (Attach additional pages, if needed.) _____

Are you a vendor, contractor or consultant of the College District? Yes No If yes, please explain: _____

9. Are you available to attend Committee meetings on weeknights? Yes No If no, please explain. _____

Certificate of Applicant:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: _____

[Handwritten Signature]

Date: _____

[Handwritten Date: July 10 2009]

Completed signed applications should be returned to the RCCD Office of Public Affairs, 4800 Magnolia Ave., Riverside, CA 92506 or fax to (951) 682-5943. Please be aware that completed applications are public records available for public review. If you have any questions, please call 951-222-8857.

RUTHEE GOLDKORN
MS. WHEELCHAIR CALIFORNIA 2001
Executive Director,
Ms. Wheelchair California Pageant
24750 Fair Dawn Lane
Moreno Valley, California 92557
951.247.8150
Fax 951.485.9088
Cell 951.243.4895
knowbarriers@yahoo.com

COMMUNITY SERVICE/PROFESSIONAL RESUME

Co-founder, Congregation Etz Chaim Synagogue, Moreno Valley, 1991
First female president Federation of Jewish Men's Clubs 1992/1994
Man of the Year, Federation of Jewish Men's Clubs 1992
Yom Ha'Shoah (Holocaust) Community events, 1992-1995 (including having
Counsel General's of Germany and Israel at Canyon Springs High School
Yom Ha'Shoah program, 1993)
Volunteer, MS Society, 1992-
Moreno Valley Traffic/Safety Advisory Committee 1992/1994
Wrote and MVUSD adoption of "Racism and the Holocaust" curriculum
which I teach as a volunteer at different sites, 1992-
Candidate, MVUSD School Board, 1992 and 2004
Member, Riverside County Democratic Central Committee, 1992-
Member, California Democratic Party, State Central Committee, 1992-
Delegate, California Democratic Party, State Central Committee, 1992-
Member, Disabilities Caucus, California Democratic Party, 1994-
Executive Board, Disabilities Caucus, California Democratic Party, 1996-
Member Moreno Valley Morning Optimists, 1992-1994
Established "Gail Snow Memorial Scholarship", Serrano Elementary,
1992-1997 (given every year to a 5th grade student based on academics and
achievements)
Multicultural Curriculum Committee, MVUSD 1993-1998
Eastern Municipal Water District Directors Advisory Committee, 1992-
Candidate, State Assembly, 65th. District, 1994
Member, California Democratic Council, 1994-1996

RUTHEE GOLDKORN
MS. WHEELCHAIR CALIFORNIA 2001
Executive Director,
Ms. Wheelchair California Pageant
24750 Fair Dawn Lane
Moreno Valley, California 92557
951.247.8150
Fax 951.485.9088
Cell 951.243.4895
knowbarriers@yahoo.com

Strategic Planning Committee, MVUSD, 1995
Moreno Valley Accessibility Appeals Board, 1995-2004
Vice Chair, California Democratic Council 19th Region, 1996
North Ridge Magnet School PTA Board, 1995-1996
Established "O (No) Barriers" Disabled Access Consulting and Advocacy Services, 1995
State Department of Rehabilitation access specialist training, 1995
Organized Riverside County "Stand For Children Community Action Team" and first "Stand for Children" event in Moreno Valley, 1996
Riverside County Youth Accountability Board, Riverside Arlanza area, 1996-1997
Candidate, State Assembly, 65th Assembly District, 1996
Riverside County Youth Accountability Board, Moreno Valley Panel 1997-2004
Master Plan Advisory Committee, MVUSD 1998
Year 'Round Schools Subcommittee, MVUSD, 1997-2000
Multiple school site committees, North Ridge Magnet School, Vista Heights Middle School, Canyon Springs High School, 1994-2000
Member, Lexington Who's Who of Executive Professionals, 1998-
Member, National Association of Women Business Owners, 1998-
Member, Californians for Disability Rights, 1999-
Delegate to Executive Board, CDR, 1999-
Vice Chair, Riverside County Democratic Central Committee, 5th District, 1999- (district changed to Assembly District 65 then 63 by law)
Riverside and San Bernardino County Coordinator, Million Mom March 1999/2000
Vista Heights Middle School Promotion Committees, 2000

RUTHEE GOLDKORN
MS. WHEELCHAIR CALIFORNIA 2001

**Executive Director,
Ms. Wheelchair California Pageant**

**24750 Fair Dawn Lane
Moreno Valley, California 92557**

951.247.8150

Fax 951.485.9088

Cell 951.243.4895

knowbarriers@yahoo.com

Founder, Western Riverside County Chapter Million Mom March, 2001
Winner, Ms. Wheelchair California Pageant, May 2001 (carried title to March 2002)
Executive Director, Ms. Wheelchair California Pageant, 2001-
MVUSD High School #4 Naming Committee, 2001
MVUSD Attendance Boundary/Ed Specs Committee, 2001-
Crime Victims with Disabilities Initiative and Speakers Bureau, 2002-2003
MS Society Government Relations Committee, 2002-2004
MVUSD Budget Advisory Committee, 2002
Volunteer, Red Cross Fire Evacuation Center, San Bernardino, California
2003 and 2007
Member, Moreno Valley Chamber of Commerce, 1996-
Member, Moreno Valley Hispanic Chamber of Commerce, 1999, 2004-
Member, Moreno Valley Black Chamber of Commerce, 2004-
Member, United States Women's Chamber of Commerce, 2003-
Member, California Better Business Bureau, 2004-2007
Member, National Association of ADA Coordinators, 2004-2007
Member, Riverside County Superior Court-Community Committee, 2006-
Faculty, Riverside Temple Beth El Religious School Teacher, 2006-2007
Member, California Disabilities Chamber of Commerce, 2007-
Member, Kiwanis International Rose Float Committee Chapter, 2008-
Member, Riverside County Commission for Women, 5th District, 2008-2009

Roderic O. Ballance

July 24, 2009

RCCD Office of Public Affairs
4800 Magnolia Avenue
Riverside, CA 92506

Attention: RCCD Citizens' Bond Oversight Selection Committee

Attached please find my completed application for consideration for one of the vacant categories on the Citizens' Bond Oversight Committee. As an advisor to business and a life-long learner, I feel that my analytical skills, knowledge of the Districts' service area and comfort level with the various political bodies would make me a strong part of the existing team.

My current term as CFO of the Protocol Officers Association, a national organization, has kept me on the forefront of a large financial portfolio dealing in projects with the public and private sectors.

I have had a successful and rewarding career in international business and protocol because of three personal beliefs: 1.) Build Good Relationships 2.) Create Win-Win Situations and 3.) Be in Constant Communication. My background and experience would allow me to be immediately effective on the oversight committee and I look forward to meeting with your team at your earliest convenience.

Sincerely,


Roderic O. Ballance

5950 Intervale Drive - Riverside, CA 92506
rballance@kbrltd.com
(951) 505-2990

**Application for Appointment
Citizens' Bond Oversight Committee
Riverside Community College District**

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designations for which you are qualified:

- **Business Representative** Company Name: KBR Global Strategies LLC
- **Active Member of a Senior Citizen Group** Group Name: AARP & AARP Riverside Chapter
- **Member of a Taxpayer Organization** Organization Name: _____
- **RCCD Student Organization/Student Club** Org. Name: _____
- **Member of a College Support Organization** Org. Name: _____
- **Member of the San Bernardino and Riverside Counties Central Labor Council**
- **At-Large Community Member** SCORE Counselor - Inland Empire Chapter

If possible, please provide a contact person and phone number for the organization in which you are active. The College District may contact these organizations to verify your participation. Attach extra sheets, if necessary, to complete this application.

General Information:

Name: Roderic O. Ballance
Home Address: 5950 Intervale Drive Riverside, CA 92506
Home Telephone: (951) 784-8686 E-mail: rballance@kbrltd.com

Employer Information:

Name of Employer: Retired
Work Address: _____
Work Telephone: _____ E-mail: _____

Educational Background (optional; you may attach a resume or additional pages, if needed):

College and/or University: University of San Francisco
Degree/Major: BS Business Administration
Vocational and/or Other Institution: Prior FAA Certifications
Certificate/Technical Training: _____

Additional Information:

1. Have you been a member of any College District committee? Yes No If yes, if what capacity?
2. Are you or have you or anyone in your immediate family ever been employed by the District? Yes No If yes, please explain: Grant for Global Trade Center
3. List present or past membership in any community service (e.g., volunteer, civic or youth) organizations: See Attached

4. List participation in professional seminars, workshops or organizations: _____

See Attached

Qualifications:

Describe your training and experience in finance, facilities, and/or construction. (Attach a resume or additional pages, if needed.) _____

See Attached

Please answer the following questions:

5. How long have you been a resident within the College District? 10 Years ___ Months

6. Do you have any family members who now attend (or have attended) one of the RCCD campuses or educational centers? ___ Yes X No If yes, which campus or center: _____

7. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Citizens' Bond Oversight Committee? ___ Yes X No If yes, please explain: _____

8. Why you would like to be appointed to this Committee? (Attach additional pages, if needed.) _____

See Attached

Are you a vendor, contractor or consultant of the College District? ___ Yes X No If yes, please explain: _____

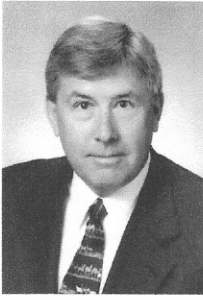
9. Are you available to attend Committee meetings on weeknights? X Yes ___ No If no, please explain. _____

Certificate of Applicant:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: Roderic O. Ballance Date: July 24, 2009

Completed signed applications should be returned to the RCCD Office of Public Affairs, 4800 Magnolia Ave., Riverside, CA 92506 or fax to (951) 682-5943. Please be aware that completed applications are public records available for public review. If you have any questions, please call 951-222-8857.



RODERIC O. BALLANCE

Biography

Roderic O. "Rod" Ballance was the Managing Director of KBR (Holdings) Ltd. LLC, a U.S. based international advisory firm with liaison offices throughout Asia and the Middle East until his retirement in November 2007.

Mr. Ballance had more than thirty- five years experience in international sales and marketing. Prior to moving to Riverside in August 1999, he was Manager, Contracts/Operations for the Saudi Arabian National Guard (SANG) in Riyadh, Saudi Arabia. Additional senior level international assignments included Warner-Lambert Corporation, Sunbeam Corporation and Schick Safety Razor Company.

While under contract to the Metro Riverside International Cabinet (MRIC) he founded the Global Trade Center of the Inland Empire® (GTCIE) a public-private partnership serving the international business needs of the Inland Southern California.

Educational credentials include an undergraduate degree in Business Administration from the University of San Francisco. Mr. Ballance served on the Board of the International Relations Council IRC. He is a member of the Riverside, Moreno Valley Chambers of Commerce, Riverside Rotary Club, Silver Eagles, March ARB Honorary Commanders, World Affairs Council of Inland Southern California and a former Marine. He also served as Chairman of the Inland Empire Installation Support Committee (IEISC) and was the 2005/2006 Chairman of the March Forum and a 2004 delegate to the Fifty-First National Security Forum at the Air War College. Mr. Ballance was the 2006 recipient of the California Chamber of Commerce's "Business Advocacy Award.

Professional affiliations include the National Foreign Trade Association (NAFTZ), The International Air Cargo Association (TIACA), Distribution Management Association (DMA), Protocol Officers Association, Hong Kong Trade Association of Southern California (HKASC), San Diego World Trade Center (SDWTC) and the Military Affairs Committee (MAC). He is the past Chairman of the City of Riverside Airport Commission and current Vice Chairman of the Riverside County Airport Land Use Commission (ALUC) and a counselor for SCORE.

###

5950 Intervale Drive – Riverside, CA 92506-4006 USA
☎ (951) 505-2990 📠 (951) 784-8688

www.lasierra.edu

Additional references available upon request

RCCD Citizens' Bond Oversight Committee
Roderic O. Ballance

Professional References Contact Sheet

Karen Diamond, Professional Programs Coordinator
International Education Programs
University of California, Riverside
1200 University Avenue
Riverside, CA 92507
kdiamond@ucx.ucr.edu
www.ucx.ucr.edu
(951) 827-1700 Direct
(951) 787-5796 Fax

Cindy Roth, President/CEO
Greater Riverside Chambers of Commerce
3985 University Avenue
Riverside, CA 92501-3256
(951) 683-7100 ext. 219
(951) 683-2670 Fax
croth@riverside-chamber.com
www.riverside-chamber.com

Dr. Lawrence Geraty, President Emeritus
LaSierra University
4700 Pierce Street
Riverside, CA 92515
(951) 785-2020
lgeraty@lasierra.edu
www.lasierra.edu

Additional references available upon request