

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
November 18, 2008 - 6:00 p.m. – Student Services 101, Moreno Valley Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

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

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

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

- I. Approval of Minutes - Special Meeting of October 14, 2008  
Regular Meeting of October 21, 2008  
Special Meeting of November 5, 2008
  
- II. Chancellor’s Reports
  - A. Communications  
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.  
**Information Only**
  
  - B. District Calendar  
- Recommend approving the academic calendar for 2009-2010.  
**Recommended Action: Request for Approval**
  
- III. Student Report
  
- IV. Comments from the Public
  
- V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

- (a) Management
- (b) Contract Faculty (None)
- (c) Long-Term, Temporary Faculty
- (d) Special Assignments
- (e) Extra-Curricular Activities, Academic Year 2008-2009

2. Salary Reclassification

3. Separation

b. Classified Personnel

1. Appointments

- (a) Management/Supervisory
- (b) Management/Supervisory – Categorically Funded (None)
- (c) Classified/Confidential
- (d) Classified/Confidential – Categorically Funded
- (e) Short Term
- (f) Temporary as Needed Student Workers
- (g) Special Assignments (None)

2. Return to Regular Workload for Categorically-Funded Employee

3. Request for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act
  4. Separation
2. Purchase Order and Warrant Report—All District Funds
    - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
  3. Budget Adjustments
    - a. Budget Adjustments
      - Request approval of various budget transfers between major object codes as requested by administrative personnel.
    - b. Resolutions to Amend Budget
      1. Resolution to Amend Budget – Resolution No. 09-08/09 2008-2009 Extended Opportunity Program and Services
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
      2. Resolution to Amend Budget – Resolution No. 10-08/09 2008-2009 Foster Parent and Kinship Provider Training Program
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
      3. Resolution to Amend Budget – Resolution No. 11-08/09 2008-2009 Fast Track to the Associate Degree in Nursing Program
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
      4. Resolution to Amend Budget – Resolution No. 12-08/09 2008-2009 College Cost Reduction and Access Act (CCRAA) Access to Success Program – Riverside City College
        - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
      5. Resolution to Amend Budget – Resolution No. 13-08/09 2008-2009 College Cost Reduction and Access

Act (CCRAA) Project Success Program – Moreno Valley Campus

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

6. Resolution to Amend Budget – Resolution No. 14-08/09 2008-2009 California Articulation Number Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
7. Resolution to Amend Budget – Resolution No. 15-08/09 2008-2009 College Cost Reduction and Access Act (CCRAA) Step Up to Success Cooperative Program – Riverside City College  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
8. Resolution to Amend Budget – Resolution No. 16-08/09 2008-2009 Board Financial Assistance Program – Student Financial Aid Administrative Allowance (BFAP-SFAA) Capacity Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
9. Resolution to Amend Budget – Resolution No. 17-08/09 2008-2009 Riverside Community College District Tri-Tech Small Business Development Center  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
10. Resolution to Amend Budget – Resolution No. 18-08/09 2008-2009 Matriculation Program  
- Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.



11. Resolution to Amend Budget – Resolution No. 19-08/09 2008-2009 Disabled Student Programs and Services
    - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
  12. Resolution to Amend Budget – Resolution No. 20-08/09 2008-2009 California High School Exit Exam Preparation Program
    - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
  13. Resolution to Amend Budget – Resolution No. 21-08/09 Customized Solutions – California Manufacturing Technology Consulting (CMTC)
    - Recommend adopting a resolution to add revenue and expenditures to the adopted budget and authorize signing of said Resolution.
- c. Contingency Budget Adjustments
  - Recommend approving, by a two-thirds vote, a contingency budget transfer as presented.
4. Bid Awards (None)
  5. Out-of State Travel
    - Recommend approving out-of-state travel requests.
  6. Grants, Contracts and Agreements
    - a. Contracts and Agreements Report Less than \$72,400 – All District Funds
      - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$72,400, pursuant to Public Contract Code Section 20650.
    - b. Amendment to the Agreement with the Regents of the University of California
      - Recommend ratifying the amendment to provide additional funding for the Copernicus Project.

- c. Agreement with the County of Riverside Economic Development Agency for the Community College Education Assistance Center
  - Recommend ratifying the agreement to award funding for services for Workforce Investment Act eligible students.

7. Other Items

- a. Surplus Property
  - Recommend declaring listed property as surplus; finding the property does not exceed \$5,000, and authorizing the property be sold on behalf of the District.

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

B. Information

- 1. Monthly Financial Report
  - Informational report relative to financial activity for the period from July 1, 2008 through October 31, 2008.
- 2. Measure C Project Commitments Summary Report
  - Informational report relative to Measure C general obligation bond financial activity through the period ended October 31, 2008.
- 3. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended September 30, 2008
  - Informational report relative to the District’s financial status for the period ended September 30, 2008.
- 4. Revised FY 2007-2008 CCFS-211 – Annual Financial and Budget Report
  - Revised informational report of revenues and expenditures for FY 2007-2008.

**Information Only**

VI. Board Committee Reports

A. Teaching and Learning Committee

- 1. Agreement with Cal Poly Pomona Foundation, Inc.
  - Recommend approving an agreement to provide subcontract services to include technical consultation, articulation, and course curriculum development by providing a fast-track career pathway in supply chain/logistics.

**Recommended Action: Request for Approval**

B. Resources Committee

1. Pulled
2. 2008-2009 Proposition 39 Financial and Performance Audits  
- Recommend receiving the independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2008.
3. Sublease with Riverside County Economic Development Agency for the Culinary Academy  
- Recommend ratifying a sublease agreement to provide office, classroom and laboratory facilities at the Culinary Academy through October 31, 2009.

**Recommended Action: Request for Approval**

C. Planning Committee

1. Moreno Valley Feasibility Study - Nursing  
- Recommend receiving and accepting the study.  
**Recommended Action: Accept the Study**

D. Governance Committee

1. Resolution to Amend the Appendix of Riverside Community College District's Conflict of Interest Code  
- Recommend adopting Resolution No. 08-08/09.  
**Recommended Action: Request for Approval**
2. Revised and New Board Policies – First Reading  
- Recommend accepting for first reading Board Policies 1200, 3505, 3519, 4220, 4225, 4231, 4270, 7310, 7330 and 7340.  
**Recommended Action: Accept for First Reading**
3. Revised Board Policies – Second Reading  
- Recommend approving Board Policies 2345, 2710, 2712, 2725, 3280, 3310, 3410, 3430, 5010, 5011, 5012, 5015, 5020, 5035, 5040, 5045, 5050, 5052, 5075, 5130, 5140, 5150, 5205, 5210, 5570, 5800, 5850, 7126, 7130, 7140, 7155, 7234, 7260, 7335, 7345, 7350, 7370, 7371, 7380, 7385, 7510, 7515 and 7600.  
**Recommended Action: Request for Approval**

- E. Board of Trustees Committee Meeting Minutes  
- Recommend receipt of minutes from the October 14, 2008 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. Update on Chancellor Search  
- The Board will present an informational update.  
**Information Only**

XI. Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator; properties known as APN 279-450-012, APN 279-460-055, and APN 279-460-056; Agency Negotiator: Interim Chancellor Irving G. Hendrick.

- 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 OCTOBER 14, 2008

President Figueroa called the special meeting of the Board of Trustees to order at 10:18 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

Trustees Absent

Ms. Ruth Jones, Student Trustee

Staff Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Becky Elam, Vice President Business Services, Riverside City College

Mrs. Heidi Wills, administrative assistant, Board of Trustees/Chancellor's Office, led the pledge of allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 10:20 p.m., pursuant to Government Code Section 54956.8, to confer with real property negotiator Interim Chancellor Irving G. Hendrick, regarding property known as Assessor's Parcel No. 219-161-001.

CLOSED SESSION

The Board reconvened to open session at 11:43 p.m., taking the following action:

RECONVENED TO OPEN SESSION

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees terminate the acquisition of property located at 3550 Ramona Drive due to the information provided in the due diligence evaluation, inspection reports, and the corresponding fiscal impacts. Motion carried. (5 ayes)

The Board adjourned the meeting at 11:45 p.m.

ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF OCTOBER 21, 2008

President Figueroa called the regular meeting of the Board of Trustees to order at 6:06 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. Ruth Jones, Student Trustee

Staff Present

Dr. Irving Hendrick, Interim Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor,  
Student Services/Operations  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Dr. Brenda Davis, President, Norco Campus  
Dr. Monte Perez, President, Moreno Valley Campus  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Dr. Ed Bush, Vice President, Student Services, Riverside City College  
Mr. Doug Beckstrom, President, Academic Senate, District and Moreno Valley Campus  
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus  
Dr. Richard Mahon, President, Academic Senate, Riverside City College  
Dr. Dariush Haghghat, President, CTA  
Mr. Gustavo Segura, President, CSEA

Mr. Louie Gutierrez, ASRCCD Chief Justice, Moreno Valley Campus, led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the special meeting of September 9, 2008. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL  
MEETING OF SEPTEMBER 9, 2008

Ms. Blumenthal, seconded by Mrs. Green, moved that the Board of Trustees approve the minutes of the regular meeting of September 16, 2008. Motion carried. (5 ayes)

MINUTES OF THE REGULAR  
MEETING OF SEPTEMBER 16, 2008

CHANCELLORS' REPORTS

Mrs. Green presented her fellow Board members with an award she accepted on their behalf from Performance Riverside recognizing the Board's support.

Performance Riverside  
Recognition of the Board of Trustees

Mr. Dan Puplava, Deferred Compensation Program Manager, Ms. Diane Crosier, Esquire, Executive Director of Risk Management, San Diego and Imperial County Schools, led the presentation on the San Diego County Office of Education Fringe Benefit Consortium's 403 (b) and 457 (b) Plans.

Presentation on the San Diego  
County Office of Education Fringe  
Benefit Consortium's 403 (b) and  
457 (b) Plans

Mr. Medina, seconded by Mrs. Green, moved that the Board of Trustees approve the college closure from December 24, 2008 through January 2, 2009. Motion carried. (5 ayes)

College Closure – December 24,  
2008 – January 2, 2009

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the Memorandum of Understanding with California School Employees Association Chapter #535 that stipulates the dates of the winter recess for 2008, and authorize the Interim Chancellor, Riverside Community College District, to sign the MOU. Motion carried. (5 ayes)

Memorandum of Understanding  
(MOU) – Modification of  
California School Employees  
Association (CSEA) Contract –  
Winter Recess Days

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

STUDENT REPORT

Comments were made by Mr. Stephen Bishop regarding student representation at priority registration meetings, Ms. Angel Lopez regarding shared governance and student input in the priority registration policy, Ms. Kyl Myers regarding shared governance and student representation, and Ms. Mara Garcia regarding priority registration for students in the Puente Program.

COMMENTS FROM THE PUBLIC

The Board recessed the meeting at 8:35 p.m., and reconvened at 8:52 p.m.

RECESSED/RECONVENED

CONSENT ITEMS

Action

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

Approve the amended listed academic and classified appointments, and assignment and salary adjustments, withdrawing the Restructure of Classified Bargaining Unit Positions (Title, Range and Location) from consideration; (Appendix No. 11)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$5,902,525 and District Warrant Claims totaling \$6,734,363; (Appendix No. 12)

Purchase Order and Warrant Report – All District Funds

Grant out-of-state travel as listed; (Appendix No. 13)

Out-of-State Travel

Ratify the listed contracts and agreements totaling \$345,819; (Appendix No. 14)

Contracts and Agreements Report Less than \$72,400 – All District Funds

Approve the agreement to offer training for the California Highway Patrol at the Ben Clark Training Center, from February 11, 2009 through February 10, 2011, at a cost of \$1.55 per student contact hour, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement, and authorize the Dean of Public Safety Education and Training to sign the blanket agreement;

Agreement with The State of California, The California High Patrol

Declare the property listed 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. 15)

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 – Quadrangle Modernization Project, Riverside Campus



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 – Parking Structure Periphery Improvement Project, Riverside Campus

Motion carried. (5 ayes)

#### Information

In accordance with Board Policy 1042, the Interim Chancellor has accepted the resignation of Mr. Kenneth Gonzales, Dean, Student Services, Norco Campus, effective January 16, 2009, for personal reasons, Mr. John Arroyos, Assistant Food Service Manager, effective October 31, 2008, end of short term assignment, Ms. Adriene Blayton, Health Services Supervisor, effective October 17, 2008, for personal reasons, Ms. Carolyn Chamberlain, College Safety and Police Dispatch Clerk, effective September 12, 2008, for personal reasons, and Ms. Linda Spees, Parking Administrative Clerk, effective December 31, 2008, for retirement.

Separation

The Board received the annual statement of revenues and expenditures to be submitted to the Board of Governors for the California Community Colleges.

2007-2008 CCFS-311 – Annual Financial and Budget Report

The Board received a report on Measure C general obligation bond financial activity through the period ended September 30, 2008.

Measure C. Project Commitments Summary Report

#### BOARD COMMITTEE REPORTS

##### Teaching and Learning

Mr. Medina, seconded by Mrs. Green, moved that the Board of Trustees approve the agreement to provide educational services for the study abroad program, from February 25-May 15, 2009, for an amount not to exceed \$1,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with Centers for Academic Programs Abroad

Mr. Medina, seconded by Mrs. Green, moved that the Board of Trustees approve the agreement to provide travel services to Turkey for the study abroad program, for June 19-July 3, 2009, for an amount not to exceed \$750, and authorize the Vice

Agreement with Adventureland Safari LLC

Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Mr. Medina, seconded by Mrs. Green, moved that the Board of Trustees ratify the subcontract to fund this collaborative project with UCR, from August 1, 2008 through July 31, 2011, for an amount not to exceed \$122,970, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Subcontract Agreement with the Regents of the University of California

The Board received the plan for information only.

Regional Occupational Program Course Sequencing Plan

#### Resources

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve Change Order No. 1 for the projects, in the amount of \$98,484.83, and authorize the Director of Capital Planning to sign the Change Order. Motion carried. (5 ayes)

District Modular Projects – Moreno Valley Allied Health Sciences and Riverside City Campus – Change Order No. 1

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees approve Change Orders for the project for D. F. Perez Construction, Inc. - \$38,664.76, Donald M. Hoover - \$1,097, Inland Building Construction Companies, Inc. - \$6,856, Munson Plumbing, Inc. - \$157.69, Risher Sutherland, dba United Contractors - \$1,945, West-Helm Construction, Inc. - \$15,130.32, and Western Rim Constructors Inc. - \$1,692.13, and authorize the Director of Capital Planning to sign the Change Orders. Motion carried. (5 ayes)

Phase III – Norco/Industrial Technology Project – Change Orders

Ms. Figueroa opened the Public Hearing for the adoption of the 2008-2009 budget at 9:05 p.m. A lengthy discussion took place and the hearing was closed at 10:30 p.m.

2008-2009 Budget – Public Hearing and Budget Adoption

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees set aside \$500,000 from contingency for the Moreno Valley and Norco Campuses. Motion carried. (5 ayes)

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees adopt the amended 2008-2009 Budget for the Riverside Community College District. Motion carried. (5 ayes)

Planning

Mrs. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the District Mission Statement and the District Strategic Plan 2008-2012. Motion carried. (5 ayes)

Riverside Community College  
District Strategic Plan 2008-2012

Mrs. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the project, in the amount of \$3,500,000, and authorize the use of Measure “C” funds. Motion carried. (5 ayes)

Food Services Remodel – Moreno  
Valley Campus

Governance

Ms. Blumenthal, seconded by Mr. Medina, moved that the Board of Trustees accept Policies 2345, 2710, 2712, 2725, 3280, 3310, 3410, 3430, 5010, 5011, 5012, 5015, 5020, 5035, 5040, 5045, 5050, 5052, 5075, 5130, 5140, 5150, 5205, 5210, 5570, 5800, 5850, 7126, 7130, 7140, 7155, 7234, 7260, 7335, 7345, 7350, 7370, 7371, 7380, 7385, 7510, 7515, and 7600 for first reading. Motion carried. (5 ayes)

Revised Board Policies – First  
Reading

The Board received for information the minutes from the September 9, 2008 Board of Trustees Teaching and Learning, Resources, and Planning Committee Meetings.

Board of Trustees Committee  
Meeting Minutes

ADMINISTRATIVE REPORTS

Mr. Medina, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the resolution authorizing participation in the exercise on November 13, 2008. Motion carried. (5 ayes)

Resolution Authorizing Partici-  
pation in the Golden Guardian  
Statewide Disaster Exercise on  
November 13, 2008 – Resolution  
No. 7-08/09

ACADEMIC SENATE REPORTS

Mr. Beckstrom presented the report on behalf of the District and Moreno Valley Academic Senates.

Moreno Valley Campus/Riverside  
Community College District

Dr. Crasnow presented the report on behalf of the Norco Academic Senate.

Norco Campus

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

Riverside City College

BARGAINING UNIT REPORTS

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

CTA – California Teachers Association

BUSINESS FROM BOARD MEMBERS

Board President Figueroa selected Trustee Green as the voting delegate, and Ms. Blumenthal as the alternate, for the purposes of representing the District at the ACCT Conference in New York, October 29-November 1, 2008.

Information Update on Events/Conferences

Chancellor Search Committee Chair Blumenthal and Search Consultant Sperry MacNaughton presented an update on the status of the Chancellor Search.

Update on Chancellor Search

The Board adjourned the meeting at 12:21 a.m., Wednesday, October 22, 2008.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES  
MEETING OF NOVEMBER 5, 2008

President Figueroa called the special meeting of the Board of Trustees to order at 5:05 p.m., in the Administrative Conference Room, O. W. Noble Administration Building, Riverside City College.

CALL TO ORDER

Trustees Present

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

Trustees Absent

Ms. Ruth Jones, Student Trustee

Staff Present

Dr. Irving G. Hendrick, Interim Chancellor

Guest(s) Present

Mr. Brad Neufeld, Attorney, Best, Best and Krieger

Mrs. Heidi Wills, administrative assistant, Board of Trustees/Chancellor's Office, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Board adjourned to closed session at 5:10 p.m., pursuant to Government Code Section 54957, to discuss public employee discipline/dismissal/release.

CLOSED SESSION

The Board reconvened to open session announcing no action and adjourned the meeting at 6:32 p.m.

RECONVENED TO OPEN  
SESSION AND ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: II-B

Date: November 18, 2008

Subject: District Calendar

Background: Presented for the Board's review is the proposed District calendar for 2009-2010. The calendar has been developed in accordance with Article IX of the agreement between the District and the RCCD Faculty Association CCA/CTA/NEA. The proposed calendar has summer, fall, winter, and spring sessions.

Recommended Action: It is recommended that the Board of Trustees approve the proposed academic calendar for 2009-2010.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor, Instruction

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Academic Calendar**  
**2009-2010**

June 2009						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2009						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2009						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2009						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2009						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2009						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2009						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2010						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						


February 2010						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2010						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2010						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2010						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2010						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

 Required day for New Faculty August 25

 Required FLEX Days

College August 27 - 9:00 a.m. - Noon (1/2 day)

District August 28 - 9:00 a.m. - Noon (1/2 day)

 Optional FLEX Day

August 27 - Noon - 3:00 pm. (1/2 day)


August 28 - Noon - 3:00 pm. (1/2 day)

February 5

 Part-time Faculty Orientation

To be arranged by Campus

 Legal Holiday/Day of Observance

 Summer 2009

Day Classes (6 weeks)

June 22 - July 30

Evening Classes (8 weeks)


June 22 - August 13

Weekend Classes

June 27 - August 16

 Fall 2009

August 31 - December 18


 Winter Intersession 2010 (6 weeks)

January 4 - February 11


January 3 - February 13 (Weekend classes)

 Spring 2010

February 16 - June 10

 Commencement

 Final Exams

 Classes not in session

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: November 18, 2008

Subject: Academic Personnel

1. Appointments

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

It is recommended the following appointments be approved/ratified:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
DISTRICT			
*James Monaghan	Dean, Open Campus	01/05/09	19.0

b. Contract Faculty  
 (none)

c. Long-Term, Temporary Faculty

Substitute Assignment, Fall Semester 2008

The following individual as a DSPS Counselor/Instructor to substitute in the absence of Leslie Chaks, DSPS Counselor/LD Specialist, as needed, during the remainder of the fall semester 2008, with salary placement as indicated in accordance with the Faculty Salary Schedule:

<u>Name</u>	<u>Effective</u>	<u>Salary Placement</u>
Garth Schultz	10/01/08	D-2 (pro-rated, paid at a daily rate)

d. Special Assignments

Payment as indicated to the individuals specified on the attached list.

e. Extra-Curricular Activities, Academic Year 2008-09

<u>Name</u>	<u>Activity</u>
Stephen Kass	Assistant Women's Volleyball Coach
Sydne Kasle	Director, Forensics (50%)
Mark Dorrrough	Director, Forensics (50%)



Report No.: V-A-1-a

Date: November 18, 2008

Subject: Academic Personnel

2. Salary Reclassification

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

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members, effective December 1, 2008:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Sarah Burnett	C	D
Tucker Amidon	G	H

3. Separation

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

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Henry Jackson	Associate Professor, Welding	12/19/08	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

AMENDED\*

Report No.: V-A-1-b

Date: November 18, 2008

Subject: Classified Personnel

1. Appointments

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

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS				
Reagan Romali	Vice President, Business Services	12/08/08	19.9	Appointment
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

Report No.: V-A-1-b

Date: November 18, 2008

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Sheri Corral	Senior Officer, Safety and Police	11/19/08	21-6	Promotion
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE				
*Dorinda Aikens	College Receptionist	11/19/08	14-1	Appointment
Angela Boland	Health Services Specialist	12/01/08	18-3	Promotion

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE				
Betty Bryant	Student Financial Services Support Specialist	12/01/08	16-1	Appointment
Sharice Fox	Student Financial Services Support Specialist	12/01/08	16-1	Appointment

Report No.: V-A-1-b

Date: November 18, 2008

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term

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

f. Temporary as Needed Student Workers

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

g. Special Assignments

(None)

2. Return to Regular Workload for Categorically-Funded Employee

At its meeting of October 16, 2007, the Board of Trustees approved a request to temporarily increase Deborah Slayton, Procurement Specialist, from 60% to 100%, effective September 10, 2007 until further notice;

It is recommended the Board of Trustees approve Ms. Slayton's return to her regular workload of 60%, effective December 1, 2008.

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

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

<u>Name</u>	<u>Title</u>	<u>Retroactive to:</u>
Arlen Verdehyou	Officer, College Safety & Police	November 3, 2008

4. Separation

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

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

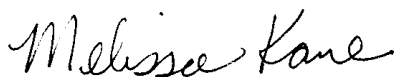
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
David Kidd	Maintenance Helper	October 30, 2008	Non-Continuance of Probationary Period

Report No.: V-A-1-b

Date: November 18, 2008

Subject: Classified Personnel

Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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Irving G. Hendrick  
Interim Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



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Linda Lacy  
Interim President, Riverside City College



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Ray Maghroori  
Vice Chancellor, Academic Affairs

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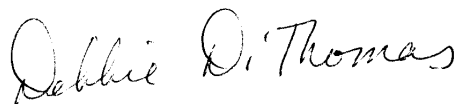
Brenda Davis  
President, Norco Campus

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James Buysse  
Vice Chancellor, Administration and Finance

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Monte Perez  
Interim President, Moreno Valley Campus



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Debbie DiThomas  
Interim Vice Chancellor, Student Services/Operations

Serving on screening/interviewing Committee (Summer 2008)  
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Delores Middleton – Total of 8 hours

Dance Touring Ensemble (Fall 2008)  
Teach and choreograph for touring ensemble.  
Lori Dismuke – Paid as a lump sum upon completion in the amount of \$300.00  
M Guadalupe Limon – Paid as a lump sum upon completion in the amount of \$300.00

ESL Supplemental Instruction Workshop Series (Title V Coop) (Fall 2008)  
Introduce to students and conduct Supplemental Instruction ESL Workshops to complement ESL 55 course work. Will conduct eight one hour workshops: Review the Verb Tenses, Review of Dependent Clauses, Organizing an Essay, Comparison/Contrast Essay, Cause/Effect Essay, Argumentative Essay, Gerunds and Infinitives and Conditional Sentences.  
Margarita Shirinian – Paid as a lump sum upon completion in the amount of \$2000.00

Faculty Internship Project (FIP) Mentor (Title V) (Fall 2008)  
Serve as faculty mentor for FIP 2008-2009 interns during the Fall 2008 semester.  
Travis Gibbs – Paid as a lump sum upon completion in the amount of \$1000.00  
Diane Marsh – Paid as a lump sum upon completion in the amount of \$1000.00  
Sonya Nyrop – Paid as a lump sum upon completion in the amount of \$1000.00  
Maria Pacheco – Paid as a lump sum upon completion in the amount of \$1000.00  
George Gage – Paid as a lump sum upon completion in the amount of \$1000.00

SB70 Automotive Professional Learning Community (Spring 2009)  
Participate in curriculum and pathway development, outreach, and professional development.  
David Slocum – Paid as a lump sum upon completion in the amount of \$250.00  
Paul O'Connell – Paid as a lump sum upon completion in the amount of \$250.00  
Richard Rodman – Paid as a lump sum upon completion in the amount of \$250.00  
Stephen Kennedy – Paid as a lump sum upon completion in the amount of \$250.00

Rubidoux Annex (Winter 2009)  
Participate and complete program and site activities for Rubidoux Early College High School and Rubidoux Annex. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Bonavita Quinto-MacCallum – Total amount not to exceed \$4512.80

Conversion of WRC Directed Learning Activities (DLA's) for Online Access (Fall 2008)  
In order to ensure greater access to the Writing and Reading Center's collection of Directed Learning Activities, faculty member will convert the extant DLA's to web pages and will upload them to the college's Writing and Reading Center website. The project will also include a redesign of the activities to incorporate interactive capabilities, whenever possible and/or appropriate. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Tammy DiBenedetto – Total amount not to exceed \$1410.25

Self Study Faculty Co-Chair (Winter 2009)  
Serve as Faculty co-chair of the Self Study Report for initial accreditation.  
Donald Foster – Paid as a lump sum upon completion in the amount of \$2000.00

Self Study Faculty Co-Chair (Spring 2009)

Serve as Faculty co-chair of the Self Study Report for initial accreditation.

Donald Foster – Paid as a lump sum upon completion in the amount of \$2000.00

Assist with Self Study report for initial Accreditation (Winter 2009)

Coordinate with faculty co-chair, meetings and information pertaining to the Self Study Report.

Donna Lesser – Paid as a lump sum upon completion in the amount of \$500.00

Teacher Preparation Title V Grant (Fall 2008)

Administer Math Contests for 08/09 academic year. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Curtis Cochran – Total amount not to exceed \$846.15

Laramie Project (Fall 2008)

Create Three PowerPoint presentations to be used in the Off-Broadway production.

Cynthia Taylor – Paid as a lump sum upon completion in the amount of \$1100.00

Kinetic Conversations (Fall 2008)

Choreograph and Perform for Kinetic Conversations

Summer LeSueur – Paid as a lump sum upon completion in the amount of \$550.00

Title V Individual Grant Extension (Fall 2008)

Provide oversight of MVC's individual Title V Grant projects and activities through the Fall 2008 semester includes but is not limited to fiscal management, academic and student services projects, and associated grant activities.

Maureen Chavez – Paid as a lump sum upon completion in the amount of \$5500.00

Increase CIS Programming Student Success and Retention (Fall 2008)

Instructor will meet outside of class with students in group workshops or individual tutoring to provide reinforcement of class concepts and assistance with developing and debugging programs. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Dennis Rainey – Total amount not to exceed \$2000.00

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Terriquez, Jackie	Clerical Substitute	09/08/08-11/15/08	\$18.68/hour

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Kerr, Brady	Accompanist III	10/14/08-06/30/09	\$15.00/hour
DeLaRosa, Jody	Chief Photographer	10/01/08-06/30/09	\$28.50/hour
Blevins, Maisha	Classroom Assistant	10/27/08-06/30/09	\$10.00/hour
Curiel, Adriana	Classroom Assistant	11/04/08-06/30/09	\$10.00/hour
Duarte, Richard	Classroom Assistant	10/15/08-06/30/09	\$10.00/hour
Alexander, Kermit	Community Service Officer	10/31/08-06/30/09	\$14.00/hour
Estrada, Angel	Computer Technician	10/31/08-06/30/09	\$10.00/hour
Chaidez, Ricardo	Dispatch Clerk	10/23/08-06/30/09	\$8.00/hour
Ports, Courtney	Educational Assistant	10/17/08-06/03/09	\$8.00/hour
Richards, Robert	Educational Assistant	11/03/08-06/30/09	\$8.00/hour
Smith, Jade	Educational Assistant	10/01/08-06/30/09	\$8.00/hour
Birozy, Andrew	Evaluator, Administration of Justice	10/14/08-06/30/09	\$10.00/hour
Marquez, Catherine	Food Service Assistant	10/16/08-06/30/09	\$9.00/hour
Anderson, Victoria	Grant Facilitator	09/27/08-12/06/08	\$40.00/hour
Campbell, Marie	Grant Facilitator	09/01/08-06/30/09	\$40.00/hour
Gallardo, Jessica	Grant Facilitator	10/01/08-06/30/09	\$40.00/hour
Robles, Margaret	Grant Facilitator	10/01/08-06/30/09	\$40.00/hour
Miller, Kimberly	Grant Facilitator - Upward Bound	10/31/08-06/30/09	\$40.00/hour
McNeil-Fields, Linda	Grant Project Educational Trainer I	11/06/08-06/30/09	\$25.00/hour
Acosta, Robin	Grant Project Educational Trainer II	10/31/08-06/30/09	\$35.00/hour
Violasse, Mary	Grant Project Educational Trainer II	10/17/08-06/30/09	\$35.00/hour
Leyland, Cody	Grounds Assistant	10/22/08-06/30/09	\$13.00/hour
Welker, Michael	IMC Assistant II	10/31/08-01/31/09	\$11.00/hour
Cottrell, Shane	Instructional Aide	10/01/08-06/30/09	\$8.00/hour
Long, Scott	Instructional Aide I	10/24/08-06/30/09	\$8.00/hour
Borgen, Orville	Instructional Aide II	10/16/08-06/30/09	\$8.50/hour
Meyer, Jessica	Instructional Aide III	10/24/08-06/30/09	\$9.00/hour



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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Scarborough, Marques	Instructional Aide III	10/15/08-06/30/09	\$9.00/hour
Killen, Laura	Interpreter Level I	10/21/08-06/30/09	\$18.00/hour
Charlton, Catherine	Lab Aide I	10/31/08-06/30/09	\$8.00/hour
Croddy, Heidi	Lab Aide I	10/31/08-02/12/09	\$8.00/hour
Jones, Jr. Howard	Lab Aide II	10/14/08-06/30/09	\$10.00/hour
Marshall, Daniel	Lab Aide II	10/29/08-06/30/09	\$10.00/hour
Elmatari, Daniel	Laboratory Aide II	09/02/08-06/30/09	\$10.00/hour
Chishom, Keith	Master Carpenter	10/24/08-06/30/09	\$17.00/hour
Fincher, Goli	Office Assistant I	10/15/08-06/30/09	\$9.00/hour
Gutierrez, Luis	Office Assistant I	10/06/08-06/30/09	\$9.00/hour
Jones-Walton, Cynthia	Office Assistant I	11/04/08-06/30/09	\$9.00/hour
Kingsley, Travis	Office Assistant I	10/22/08-06/30/09	\$9.00/hour
Ruiz, Juan	Office Assistant I	10/01/08-06/30/09	\$9.00/hour
Woods, Olympia	Office Assistant I	10/21/08-12/19/08	\$9.00/hour
DeMarco, Terry	Office Assistant II	10/01/08-06/30/09	\$10.50/hour
Chavez, Christopher	Office Assistant II	10/15/08-06/30/09	\$10.50/hour
Kelly, Shamica	Office Assistant II	11/01/08-06/30/09	\$10.50/hour
Leary, Mary	Office Assistant II	10/22/08-06/30/09	\$10.50/hour
Reynolds, Heather	Office Assistant II	10/14/08-06/30/09	\$10.50/hour
Alvarez, Maria	Office Assistant III	10/29/08-06/30/09	\$12.50/hour
Lemus, Gabriela	Office Assistant III	10/29/08-06/30/09	\$12.50/hour
Sellers, Jack	Office Assistant III	10/24/08-06/30/09	\$12.50/hour
Urrea, Maria	Office Assistant III	10/17/08-06/30/09	\$12.50/hour
Teague, Lisa	Stage Technician	10/24/08-06/30/09	\$8.50/hour
Butz, Jim	Technical Business Advisor	10/24/08-06/30/09	\$55.00/hour
Kasle, Donald	Technical Business Advisor	10/31/08-06/30/09	\$55.00/hour
Bee, Danielle	Theater Carpenter	10/28/08-06/30/09	\$10.65/hour
King, Christopher	Theater Carpenter	10/14/08-06/30/09	\$10.65/hour
Anabo, Cherry	Theatre Carpenter	10/24/08-06/30/09	\$10.65/hour
Everley, Shannon	Theatre Carpenter	10/24/08-06/30/09	\$10.65/hour
Garnic, Gerardo	Theatre Carpenter	10/24/08-06/30/09	\$10.65/hour
Hernandez, Ashley	Theatre Carpenter	10/24/08-06/30/09	\$10.65/hour
King, Christopher	Theatre Carpenter	10/24/08-06/30/09	\$10.65/hour
Mahoney, Timothy	Theatre Carpenter	10/24/08-06/30/09	\$10.65/hour

Gilwood, Susan                      Theatre Production Tech                      10/24/08-06/30/09                      \$9.25/hour

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u> <u>Policy 4035</u>
Shelton, Scott	Theatre Production Tech	10/17/08-06/30/09	\$9.25/hour
Morris, Alexander	Tutor III	09/02/08-06/11/09	\$9.25/hour
Ruiz, Hector	Tutor IV	10/27/08-06/30/09	\$10.00/hour

EMPLOYED AS NEEDED

SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Breyer, Michael	Assistant Football Coach	09/01/08-01/30/09	\$3,859.00
Davis, Jeff	Assistant Football Coach	09/01/08-01/30/09	\$3,859.00
Vitolo, Opalani	Assistant Football Coach	09/01/08-01/30/09	\$3,859.00
Richey, Michael	Assistant Football Coach	09/01/08-06/30/09	\$3,859.00

DISTRICT FUNDS

## MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Afsar, Muhammad	Tutor	Tutorial Services	10/27/08	\$ 8.25
Cabral, Micheal	Student Ambassador	Outreach	10/06/08	\$ 8.00
Campbell, Jessica	Tutor	Tutorial Services	10/21/08	\$ 8.25
Castro, Troy	Tutor	Tutorial Services	10/27/08	\$ 8.25
Lara, Ernesto	Tutor	Tutorial Services	10/17/08	\$ 8.25
Nunez, Anthony	Instructional Assistant	Early Childhood Studies	10/06/08	\$ 8.00
Patterson, Willie	Tutor	Tutorial Services	10/27/08	\$ 8.25
Reese, Adrienne	Tutor	Tutorial Services	10/06/08	\$ 8.50
Vu, Theodore	Tutor	Tutorial Services	10/22/08	\$ 8.25

## NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Blanchard, Adam	Tutor	Tutorial Services	10/17/08	\$ 8.00
Crespo, Nancy	Tutor	Tutorial Services	10/16/08	\$ 8.00
Lanni, Jordan	Tutor	Tutorial Services	10/28/08	\$ 8.00
LeMaster, Brett	Tutor	Tutorial Services	10/28/08	\$ 8.00
Otero, Miriam	Tutor	Tutorial Services	10/22/08	\$ 8.00
Parvin, Sagorika	Tutor	Tutorial Services	10/28/08	\$ 8.00
Sternburg, Erin	Tutor	Tutorial Services	10/10/08	\$ 8.00
Trotter, Jeremy	Tutor	Tutorial Services	10/27/08	\$ 8.00

## RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Ahmadyr, Teresa	Tutor	Tutorial Services	10/06/08	\$ 8.00
Ali, Whitney	Instrunctional Aide	Early Childhood Studies	10/29/08	\$ 8.00
Armstead, Randaysha	Tutor	Upward Bound	10/28/08	\$ 10.00
Arroyo, Byron	Tutor	Tutorial Services	10/23/08	\$ 8.00
Barbosa, Edna	Tutor	Tutorial Services	10/20/08	\$ 8.00
Boatright, Randy	Tutor	Tutorial Services	10/06/08	\$ 8.00
Booker, Alex	Tutor	Tutorial Services	10/06/08	\$ 8.00
Caliboso, Walter Wray	Tutor	Tutorial Services	10/06/08	\$ 8.00
Devi, Chyntia	Tutor	Tutorial Services	10/06/08	\$ 8.00
Gillen, Elizabeth	Tutor	Tutorial Services	10/27/08	\$ 8.00
Gregory, Amber	Tutor	Tutorial Services	10/06/08	\$ 8.00
Guan, Jing	Tutor	Tutorial Services	10/22/08	\$ 8.00
Hakizimana, Ulysse	Tutor	Tutorial Services	10/21/08	\$ 8.00
Hoeffler, Cassie	Tutor	Upward Bound	10/28/08	\$ 10.00
Jackman, Nichdas	Student Ambassador	Outreach	10/22/08	\$ 8.00
Keesling, Paul	Tutor	Tutorial Services	10/17/08	\$ 8.00
Kobayashi, Hiraku	Tutor	Tutorial Services	10/06/08	\$ 8.00
Leite, Katia	Tutor	Tutorial Services	10/21/08	\$ 8.00
Leon, Abraham	Tutor	Tutorial Services	10/14/08	\$ 8.00
Li, SHA	Tutor	Tutorial Services	10/06/08	\$ 8.00
Li, Yi	Tutor	Tutorial Services	10/28/08	\$ 8.00
Mansell, Krystal	Tutor	Tutorial Services	10/06/08	\$ 8.00
Martinez, Jonathan	Tutor	Tutorial Services	10/06/08	\$ 8.00
Monroy, Wendy	Tutor	Upward Bound	10/29/08	\$ 10.00
Moore, Corey	Tutor	Upward Bound	10/28/08	\$ 10.00
Nguyen, Khai	Tutor	Upward Bound	10/21/08	\$ 10.00
Osnaya, Darby	Tutor	Upward Bound	10/23/08	\$ 10.00
Padilla Key, Lacie	Tutor	Tutorial Services	10/23/08	\$ 8.00
Pan, Yan	Tutor	Tutorial Services	10/20/08	\$ 8.00
Quiroz Zuniga, Daniel	Office Worker	Pool	10/30/08	\$ 8.00

Rodriguez, Emilo	Tutor	Tutorial Services	10/23/08	\$ 8.00
RIVERSIDE CITY COLLEGE (continued)				
NAME	POSITION	DEPARTMENT	DATE	RATE
Said, Chady	Tutor	Tutorial Services	10/21/08	\$ 8.00
Soehardjono, Alida	Tutor	Tutorial Services	10/06/08	\$ 8.00
Terry, Eddie	CSA	College Safety& Police	10/03/08	\$ 8.00
Tippie, Zachery	Instrunctional Aide	Early Childhood Studies	10/03/08	\$ 8.00
Troncale, Vincent	Lab Aide	English&Speech Communication Department	10/06/08	\$ 8.00
Varnabas, Arokiaraj	Tutor	Tutorial Services	10/27/08	\$ 8.00
Vazquez Rodriguez, Nereida	Tutor	Upward Bound	10/23/08	\$ 10.00
William, Jimmy	Tutor	Tutorial Services	10/06/08	\$ 8.00
Yirga, Nahom	Tutor	Tutorial Services	10/20/08	\$ 8.00

CATEGORICAL FUNDS

## AMERICA READS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
(none)				

## AMERICA COUNTS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
(none)				

## COMMUNITY SERVICE PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Andrus, Lawrence	Museum Assistant	UCR Museum of Photography	10/24/08	\$ 8.00
Barsoum, Andrew	Museum Assistant	UCR Museum of Photography	10/24/08	\$ 8.00
Rodriguez, Emmanuel	Museum Assistant	UCR Museum of Photography	10/24/08	\$ 8.00
Thames, Erica	Museum Assistant	UCR Museum of Photography	10/24/08	\$ 8.00
Sanchez, Adonay	Museum Assistant	UCR Museum of Photography	10/21/08	\$ 8.00

## LITERACY PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Green, Rachel	Homework Assistant	Eastside Cybrary	10/27/08	\$ 9.00

## MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Jesser-Tatum, Michael	Student Worker	Food Services	10/27/08	\$ 8.00
Lara, Victor	Circulation Assistant	Library	10/27/08	\$ 8.00
Navarro, Sady	Office Assistant	Health, Human & Public Service / Human Ser	10/27/08	\$ 8.00
Posada, Elizabeth	Circulation Assistant	Library	10/31/08	\$ 8.00
Savoy, Amelia	Office Assistant	Health, Human & Public Service / Human Ser	10/24/08	\$ 8.00
Soper, Misti	Student Worker	Admissions & Records	10/27/08	\$ 9.00
Stonehill, Frances	Office Assistant	Health, Human & Public Service / Human Ser	10/24/08	\$ 8.00

## NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
McLean, Ebony	Accommodations Aide	Disabled Student Services	10/27/08	\$ 8.00
Muniz, Hector	Accommodations Aide	Disabled Student Services	10/31/08	\$ 8.00

## RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Adling, Christopher	Tool Room Assistant	Applied Tech/ Automotive	10/01/08	\$ 8.00
Alcocer, Alexander	Student Worker	Food Services	10/31/08	\$ 8.00
Bateman, Matthew	Office Assistant	Admissions & Records	10/22/08	\$ 9.00
Bryant, Joran	Clerical / Maintenance	Physical Education / Basketball	10/30/08	\$ 8.00

Bueno, Anthony	Student Worker	Transfer/Career Center	10/20/08	\$ 8.00
Buford, Donovan	Clerical / Maintenance	Physical Education / Basketball	10/02/08	\$ 8.75
RIVERSIDE CITY COLLEGE (continued)				
NAME	POSITION	DEPARTMENT	DATE	RATE
Butler, William	Track & Field Support/Manager	Physical Education / Track	10/30/08	\$ 9.00
Calhoun, Taletha	Student Worker	Physical Education / Basketball	10/22/08	\$ 8.00
Calvillo Jr., Miguel	Student Worker	Food Services	10/31/08	\$ 8.00
Caples, Travon	College Service Attendant	College Safety & Police	10/27/08	\$ 8.00
Carrillo, Yasmin	Student Worker	Food Services	10/21/08	\$ 8.00
Chagollan, Raul	Student Clerk	Administrators Support Center(RCCSO)	10/20/08	\$ 8.00
Cisneros, Anthony	Student Worker	Counseling	10/07/08	\$ 8.00
Corley, Kaytoya	Student Worker	Physical Education / Softball	10/31/08	\$ 8.00
Corley, Latoya	Track&Field Manger	Physical Education Athletics Track	10/02/08	\$ 8.00
Cormier, Tamica	Student Worker	Food Services	10/20/08	\$ 8.00
Curry, Tommy	College Service Attendant	College Safety & Police	10/24/08	\$ 8.00
Dease, Tonyisa	Student Clerk	Administrators Support Center	10/22/08	\$ 8.00
Dodson, John	Student Assistant	Study Abroad	10/24/08	\$ 9.00
Espinoza de los Monteros, Le	Student Worker	Food Services	10/22/08	\$ 8.00
Etah, Lawrence	Clerical / Maintenance	Physical Education/RCC Main	10/02/08	\$ 8.75
Fant, Bakari	Track & Field Manager	Physical Education / Track	10/22/08	\$ 8.75
Fant, Willie	Student Assistant	Business Administration / Ujima	10/29/08	\$ 9.00
Foster Jr., Cedric	College Service Attendant	College Safety & Police	10/30/08	\$ 8.00
Frausto, Miguel	College Service Attendant	College Safety & Police	10/27/08	\$ 8.00
Garmon, Khalil	Peer Mentor	Student Financial Services	10/30/08	\$ 8.50
Garza, Paola	Office Assistant	Academic Support	10/02/08	\$ 8.00
Getten, April	Accommodations Aide	Disabled Student Services	10/27/08	\$ 8.00
Gonzalez, Yadira	Office Clerk	Nursing Education	10/22/08	\$ 8.50
Greer Calhoun, Saiyawna	Student Worker	Physical Education Athletics Basketball	10/21/08	\$ 8.00
Hauser, Prather	Student Assistant	Business Administration / Ujima	10/27/08	\$ 9.00
Hernandez, Tommy	Office Assistant	Academic Support	10/21/08	\$ 8.00
Hickey, Jacob	Office Worker	Physical Education/Pool	10/07/08	\$ 8.00
Hunt, Diamora	Student Worker	Food Services	10/22/08	\$ 8.00
Jimenez, Roxsana	Student Worker	Food Services	10/22/08	\$ 8.00
Kaoud, Shatha	Student Assistant	Business Administration / Ujima	10/30/08	\$ 8.00
Keiser, Kelly	Accommodations Aide	Disabled Student Services	10/27/08	\$ 8.00
Lehigh, Kristin	Office Assistant II	Math and Science	10/22/08	\$ 10.50
Lewis, Frank	Student Worker	Food Services	10/02/08	\$ 8.00
Lewis, Jerred	College Service Attendant	College Safety & Police	10/30/08	\$ 8.00
Loza, Sammy	Student Worker	Food Services	10/02/08	\$ 8.00
Martinez, Guillermo	Student Worker	Food Services	10/21/08	\$ 8.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: November 18, 2008

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$1,906,274 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 (126280 - 127901) totaling \$6,488,296 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$1,906,274 and District Warrant Claims totaling \$6,488,296.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Contracts and Agreements Report-All District Funds  
 \$72,400 and Under  
 10/01/08 thru 10/31/08

PO#	Department	Vendor	Business Location	Description	Amount
C0002168	Business Services Moreno Valley	Bunting Inspection Services, Inc	Moreno Valley, CA	Inspection Fee	\$275
C0002169	Board Of Trustees	Norman A Traub Associates	Yorba Linda, CA	Investigative Services	65,000
C0002170	Institutional Effectiveness	Ivascu Consulting, LLC	Corona, CA	Software Services	6,000
C0002171	Performance Riverside	Grosh Scenic Rentals, Inc	Los Angeles, CA	Scenic Rentals	1,089
C0002172	School of the Arts	The Acme Network	Los Angeles, CA	Membership	12,500
C0002173	Early Childhood Studies	Hinkley And Associates, Inc	Highland, CA	ECS Playground Renovation	55,000
C0002174	Community & Economic Development	Roost, David	Tustin, CA	Professional Services	30,000
C0002175	Community Ed & Senior Citizen Education	Boston Reed College	Napa, CA	Presenter	15,210
C0002176	Academic Affairs	Plotkin, Hal	Napa, CA	Presenter	750
C0002177	Community & Economic Development	Gereau, Servando	Redlands, CA	Course Development	2,250
C0002178	Disabled Student Services	EZ Captioning	Corona Hills, CA	Real Time Captioning	30,000
C0002179	Community & Economic Development	ERS Consulting Services	Rancho Cucamonga, CA	Consulting Services	5,000
C0002180	Business Services Riverside	Miyamoto International, Inc.	West Sacramento, CA	Structural Inspection	6,000
C0002181	VTEA	Pala Mesa Resort	Fallbrook, CA	Counselor Retreat	11,259
C0002182	Health, Human & Public Services - MV	TCI	Colton, CA	Medical Waste Removal	255
C0002183	Community Ed & Senior Citizen Education	Lao, Michael	Diamond Bar, CA	Community Ed Presenter	2,500
C0002184	Community Ed & Senior Citizen Education	Hardy, Robin	Riverside, CA	Community Ed Presenter	2,000
C0002185	Community Ed & Senior Citizen Education	Education To Go	Temecula, CA	Community Ed Presenter	5,000
C0002186	Customized Solutions	Ortman, Carolyn	Riverside, CA	Training	400
C0002187	Community & Economic Development	Umanageit & Associates	Riverside, CA	Training	2,250
C0002188	Public Affairs	Regus, Margaret Elaine	San Dimas, CA	Writing Services	27,000
C0002189	Academic Affairs	CAPA	Boston, MA	Italy Study Abroad	4,650
C0002190	Public Affairs	Geographics	Riverside, CA	Advertising	48,483
C0002191	Facilities - Moreno Valley	Ireland Sound Systems, Inc	Upland, CA	ECE Audio Sound System	50,156
C0002192	Human Resources & Diversity	McNaughton Associates	Riverside, CA	Chancellor Search	67,000
C0002193	Facilities	GKK Works	Irvine, CA	PE Complex Phase II	24,900
C0002194	VTEA	Marriott	Riverside, CA	Facilities Use	940
C0002195	Health Sciences Programs - MV	Loma Linda University	Loma Linda, CA	Proposal of Clinical Lab Prog	3,000
C0002196	Counseling	Konica Minolta Business Solutions	San Bernardino, CA	Maintenance Agreement	250
C0002197	Diversity, Equity & Compliance	Westin	Los Angeles, CA	CCC Registry Job Fair	1,200
C0002198	Human Resources & Diversity	Marriott	Ontario, CA	Facilities Use	6,000
C0002199	Community & Economic Development	Zahraee, Mohammad A.	Naperville, IL	Grant Evaluator Services	15,000
C0002200	Workforce Preparation	Samano, Teresa	Hemet, CA	Lecturer	1,050
C0002201	Business Services	Higginson+Cartozian Architects, Inc	Redlands, CA	Feasibility Study	7,500
C0002202	Workforce Preparation	You're Invited a Childs Place	Riverside, CA	Cal-Works Study	2,340
C0002203	Community & Economic Development	Umanageit & Associates	Riverside, CA	Training	5,625
C0002204	Community & Economic Development	Umanageit & Associates	Riverside, CA	Training	7,525

Contracts and Agreements Report-All District Funds  
 \$72,400 and Under  
 10/01/08 thru 10/31/08

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Workforce Preparation	Ca Comm Colleges Chancellor's Office	Sacramento, CA	Tech Assistance	No Cost
N/A	Workforce Preparation	Riverside County Dept Public SS	Riverside, CA	Continuing Ed Workshops	No Cost
N/A	School of Nursing	Dove Professional Apparel, Inc	San Diego, CA	Uniforms & Patches	No Cost
N/A	Early Childhood Studies	Yosemite Community College	Modesto, CA	Calif State Child Development I	No Cost
N/A	Customized Solutions	College of the Desert	Palm Desert, CA	Customized Training	25,000
N/A	Early Childhood Studies	California Early Childhood Mentor Prog	San Francisco, CA	Expenses for the Mentor Progra	No Cost
N/A	International Students	Niels Brock Copenhagen Business	Copenhagen, DM	Student Exchange	No Cost
N/A	Customized Solutions	Luxfer	Riverside, CA	Harassment Prevention Training	No Cost
N/A	Customized Solutions	City of Riverside	Riverside, CA	Training	No Cost
				Total	\$550,357
<hr/>					
Additions to Approved/Ratify Purchase Orders of \$72,400 and Under					
N/A	Customized Solutions	Combustion Associates, Inc	Corona, CA	Amend-Additional Training	No Cost
N/A	Teacher Preparation	The Regents of UCR	Riverside, CA	Amend-Extension of Date	No Cost
N/A	Economic Development	CSU Fullerton Auxiliary Services	Fullerton, CA	Amend-Add Grant Funding	15,000
N/A	Dean of Instruction - Mo Val	24 Hour Fitness	Moreno Valley, CA	Amend-Extend Dates	3,040
C0002005	Performance Riverside	O D Music, Inc.	Woodland Hills, CA	Actors Equity Fees	35,000
				Total	\$53,040
				Grand Total	\$603,397



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 18, 2008

Subject: Budget Adjustments

Background: The 2008-09 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are underbudgeted. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 11, Resource 1000). The following budget transfers have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to purchase supplies.		
From: Student Services - District	Budget Augmentation Acct.	\$ 800
To: Emer. Planning & Prep. - District	Supplies	\$ 800
2. Transfer to provide for various workshops for classified staff. (Fund 12, Resource 1190)		
From: Classified Staff Dev. - District	Supplies	\$ 1,000
To: Classified Staff Dev. - District	Conferences	\$ 1,000
3. Transfer to provide for computer equipment. (Fund 12, Resource 1190)		
From: Title V – Riverside	Instructional Supplies	\$ 10,000
	Transportation	500
To: Title V - Riverside	Equipment	\$ 10,500
4. Transfer to provide for subscriptions.		
From: Institutional Research - District	Other Services	\$ 3,700
To: Institutional Research - District	Subscriptions	\$ 3,700

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 18, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
5. Transfer to provide for part-time hourly help. (Fund 12, Resource 1190)		
From: Basic Skills/ESL	Consultants	\$ 7,823
To: Basic Skills/ESL	Classified Hourly	\$ 7,823
6. Transfer to provide for equipment.		
From: Open Campus – One Time	Other Services	\$ 527
To: Open Campus – One Time	Equipment	\$ 129
	Equipment Replacement	398
7. Transfer to purchase books for the Counselor-to-Counselor retreat. (Fund 12, Resource 1190)		
From: CTE Project UNITE	Other Supplies	\$ 10,000
To: CTE Project UNITE	Reference Books	\$ 10,000
8. Transfer to provide for part-time hourly help. (Fund 12, Resource 1190)		
From: Matriculation - District	Supplies	\$ 9,738
To: Matriculation – Moreno Valley	Classified Hourly	\$ 9,450
	Employee Benefits	288

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 18, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
9. Transfer to provide for a lecturer. (Fund 12, Resource 1190)		
From: Foster & Kinship Care Educ.	Employee Benefits	\$ 200
	Copying and Printing	1,500
	Supplies	3,373
To: Foster & Kinship Care Educ.	Lecturer	\$ 5,073
10. Transfer to provide for a guest artist.		
From: Performing Arts – Off Broadway	Academic Special Project	\$ 1,797
	Employee Benefits	203
To: Performing Arts – Off Broadway	Professional Services	\$ 2,000
11. Transfer to provide for AmeriCorps student stipends. (Fund 12, Resource 1190)		
From: AmeriCorps/TRMDP	Employee Benefits	\$ 1,700
To: AmeriCorps/TRMDP	Other Services	\$ 1,700
12. Transfer to provide for printing flyers and posters for the Golden Guardian event.		
From: President - Riverside	Budget Augmentation Acct.	\$ 125
To: Campus Emergency Training	Copying and Printing	\$ 125

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 18, 2008

Subject: Budget Adjustments (continued)

<u>Program</u>	<u>Account</u>	<u>Amount</u>
13. Transfer to provide for travel costs associated with the April 2009 trip to New York.		
From: Model United Nations	Equipment	\$ 4,595
To: Model United Nations	Travel Expenses	\$ 4,595
14. Transfer to purchase office equipment.		
From: Allied Health	Supplies	\$ 270
To: Allied Health	Equipment	\$ 270
15. Transfer to provide for an accompanist and section leader for the Norco Choir retreat.		
From: Music - Norco	Other Services	\$ 516
To: Dean of Instruction - Norco	Classified Special Project Employee Benefits	\$ 500 16
16. Transfer to provide for conferences.		
From: Academic Affairs – Moreno Valley	Instructional Supplies	\$ 2,152
To: Academic Affairs – Moreno Valley	Conferences	\$ 2,152
17. Transfer to purchase seating for the science lab.		
From: Dean of Instruction – Moreno Valley	Supplies	\$ 693
To: Dean of Instruction – Moreno Valley	Equipment	\$ 693

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-a

Date: November 18, 2008

Subject: Budget Adjustments (continued)

Program

Account

Amount

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

Irving Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 09-08/09  
2008-2009 Extended Opportunity Program & Services

Background: The Riverside Community College District has received additional funding for the 2008-2009 Extended Opportunity Program & Services in the amount of \$503 from the California Community College Chancellor's Office. The funds will be used to provide additional support for the program in the form of book grants.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$503 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Michael Carrillo  
Director EOPS/CARE, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 09-08/09

2008-2009 Extended Opportunity Program & Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$503 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 10-08/09  
2008-2009 Foster Parent and Kinship Provider Training Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 Foster Parent and Kinship Provider Training Program in the amount of \$2,225 from Riverside County Department of Public Social Services. The funds will be used for the copying and printing of training brochures.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$2,225 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Shelagh Camak  
Executive Dean of Workforce Development & Student Support Program,  
Riverside City College

Michael Wright  
Director, Workforce Preparation Grants and Contracts, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 10-08/09

2008-2009 Foster Parent and Kinship Provider Training Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$2,225 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 11-08/09  
2008-2009 Fast Track to the Associate Degree in Nursing Program

Background: The Riverside Community College District has received funding for the 2008-2009 Fast Track to the Associate Degree in Nursing Program in the amount of \$335,043 from the U.S. Department of Education. This program will provide students from participating high schools the opportunity to enter into a career preparation pathway that will enable them to complete high school and the full associate degree program at least one year sooner than the traditional pathway. The funds will be used to provide salaries and benefits, instructional and non-instructional supplies, mileage, bus passes, conference fees, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$335,043 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Sandy Baker  
Dean, School of Nursing, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 11-08/09

2008-2009 Fast Track to the Associate Degree in Nursing Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$335,043 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 12-08/09  
2008-2009 College Cost Reduction and Access Act (CCRAA) Access to Success  
Program – Riverside City College

Background: The Riverside Community College District has received funding for the 2008-2009 College Cost Reduction and Access Act (CCRAA) Access to Success Program – Riverside City College in the amount of \$606,634 from the U.S. Department of Education. Riverside City College, along with our partners California State Polytechnic University, Pomona and California State University San Bernardino, will focus on increasing the number of Hispanic and other low-income students attaining degrees in STEM fields of study (Science, Technology, Engineering or Mathematics). The funds will be used to provide for faculty and staff costs, computer equipment, instructional and non-instructional supplies, travel/mileage, and a conference.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$606,634 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 12-08/09

2008-2009 College Cost Reduction and Access Act (CCRAA)  
Access to Success Program – Riverside City College

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$606,634 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 12-08/09  
 2008-2009 College Cost Reduction and Access Act (CCRAA)  
 Access to Success Program - Riverside City College

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0313	8190	606,634 00	REVENUE
								EXPENDITURES
12	DJA	1190	0	6010	2313	1219	123,133 00	Acad FT Non-Instructional
12	DJA	1190	0	6010	2313	1490	64,800 00	Acad Special Project
12	DJA	1190	0	6010	2313	2119	35,641 00	Classified FT
12	DJA	1190	0	6010	2313	2139	138,603 00	Classified PT Hrly As Needed
12	DJA	1190	0	6010	2313	3130	15,504 00	Employee Benefits
12	DJA	1190	0	6010	2313	3220	3,360 00	
12	DJA	1190	0	6010	2313	3320	2,210 00	
12	DJA	1190	0	6010	2313	3325	2,527 00	
12	DJA	1190	0	6010	2313	3335	2,725 00	
12	DJA	1190	0	6010	2313	3420	8,000 00	
12	DJA	1190	0	6010	2313	3430	21,354 00	
12	DJA	1190	0	6010	2313	3520	523 00	
12	DJA	1190	0	6010	2313	3530	564 00	
12	DJA	1190	0	6010	2313	3620	2,283 00	
12	DJA	1190	0	6010	2313	3630	2,462 00	↓
12	DQC	1190	0	1701	0313	4230	31,700 00	Reference Books
12	DJA	1190	0	6010	2313	4320	9,727 00	Instructional Supplies
12	DJA	1190	0	6010	2313	4555	3,465 00	Copying/Printing
12	DJA	1190	0	6010	2313	4590	7,954 00	Office and Other Supplies
12	DJA	1190	0	6010	2313	5110	30,000 00	Consultants
12	DJA	1190	0	6010	2313	5210	5,000 00	Mileage
12	DJA	1190	0	6010	2313	5220	3,854 00	Conferences
12	DJA	1190	0	6010	2313	5630	8,200 00	Lease/Rental Modular
12	DJA	1190	0	6010	2313	6485	83,045 00	Comp Equip Addl \$200-\$4999
							606,634 00	TOTAL INCOME
							606,634 00	TOTAL EXPENDITURES

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 13-08/09  
2008-2009 College Cost Reduction and Access Act (CCRAA) Project Success  
Program – Moreno Valley Campus

Background: The Riverside Community College District has received funding for the 2008-2009 College Cost Reduction and Access Act (CCRAA) Project Success Program – Moreno Valley Campus in the amount of \$1,135,420 from the U.S. Department of Education. Project Success will create a STEM Student Success Center (Science, Technology, Engineering or Mathematics) to provide Hispanic and other low-income students with the opportunity to experience project-based learning, hands-on and interactive supplemental instruction and tutoring, and a multitude of STEM multimedia and library resources. The funds will be used to provide for faculty and staff costs, reference books, instructional and non-instructional supplies, travel and mileage, equipment, software, consultants, visiting students and faculty, and a modular.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$1,135,420 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte E. Perez  
President, Moreno Valley Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 13-08/09

2008-2009 College Cost Reduction and Access Act (CCRAA)  
Project Success Program – Moreno Valley Campus

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$1,135,420 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 13-08/09  
 2008-2009 College Cost Reduction and Access Act (CCRAA)  
 Project Success Program - Moreno Valley Campus**

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0315	8190	1,135,420 00	REVENUE
								EXPENDITURES
12	FMA	1190	0	6017	7315	1219	37,000 00	Acad FT Non-Instructional
12	FMA	1190	0	6017	7315	1439	65,000 00	Acad PT Non-Instructional
12	FMA	1190	0	6017	7315	1490	40,000 00	Acad Special Project
12	FMA	1190	0	6017	7315	2118	37,097 00	Classified FT Administrator
12	FMA	1190	0	6017	7315	2119	150,000 00	Classified FT
12	FMA	1190	0	6017	7315	2139	27,600 00	Classified PT Hrly As Needed
12	FMA	1190	0	6017	7315	3130	11,715 00	Employee Benefits
12	FMA	1190	0	6017	7315	3220	17,640 00	
12	FMA	1190	0	6017	7315	3320	11,600 00	
12	FMA	1190	0	6017	7315	3325	3,113 00	
12	FMA	1190	0	6017	7315	3335	2,059 00	
12	FMA	1190	0	6017	7315	3420	48,000 00	
12	FMA	1190	0	6017	7315	3430	8,000 00	
12	FMA	1190	0	6017	7315	3520	644 00	
12	FMA	1190	0	6017	7315	3530	426 00	
12	FMA	1190	0	6017	7315	3620	2,813 00	
12	FMA	1190	0	6017	7315	3630	1,860 00	↓
12	FMA	1190	0	0430	0315	4230	40,000 00	Reference Books
12	FMA	1190	0	0430	0315	4320	78,541 00	Instructional Supplies
12	FMA	1190	0	6017	7315	4555	2,000 00	Copying/Printing
12	FMA	1190	0	6017	7315	4590	14,795 00	Office and Other Supplies
12	FMA	1190	0	6017	7315	4710	2,250 00	Food
12	FMA	1190	0	6017	7315	5045	2,500 00	Postage
12	FMA	1190	0	6017	7315	5110	50,000 00	Consultants
							1,135,420 00	SUB TOTAL PG 2 INCOME
							654,653 00	SUB TOTAL PG 2 EXPEND

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT  
 Resolution No. 13-08/09  
 2008-2009 College Cost Reduction and Access Act (CCRAA)  
 Project Success Program - Moreno Valley Campus**

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0315	8190	0 00	REVENUE
								EXPENDITURES
12	FMA	1190	0	6017	7315	5120	5,000 00	Lecturers
12	FMA	1190	0	6017	7315	5210	5,000 00	Mileage
12	FMA	1190	0	6017	7315	5220	13,362 00	Conferences
12	FMA	1190	0	6017	7315	5541	5,000 00	Cell Phones
12	FMA	1190	0	6017	7315	5630	125,000 00	Modular Lease
12	FMA	1190	0	6017	7315	5649	25,000 00	Comp Software Maint/Lic
12	FMA	1190	0	6017	7315	5650	2,400 00	Transportation Contracts
12	FMA	1190	0	6017	7315	5890	10,000 00	Access to Video Streaming
12	FMA	1190	0	6017	7315	5890	20,000 00	Student Scholars from UCR & Loma Linda
12	FMA	1190	0	6017	7315	5890	10,000 00	Visiting Scholars from UCR & Loma Linda
12	FMA	1190	0	6017	7315	5890	10,000 00	Visiting Faculty from UCR & Loma Linda
12	FMA	1190	0	6017	7315	5890	12,000 00	Lab Use Fees
12	FMA	1190	0	6017	7315	5890	50,000 00	Residential Summer Program
12	FMA	1190	0	6017	7315	6481	50,000 00	Equip Additional \$200-\$4999
12	FMA	1190	0	6017	7315	6482	50,000 00	Equip Additional \$5000 >
12	FMA	1190	0	6017	7315	6485	87,045 00	Comp Equip Addl \$200-\$4999
12	FMA	1190	0	7321	0315	7660	960 00	Transportation
							0 00	SUB TOTAL PG 3 INCOME
							480,767 00	SUB TOTAL PG 3 EXPEND
							1,135,420 00	TOTAL PROGRAM INCOME
							1,135,420 00	TOTAL PROGRAM EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 14-08/09  
2008-2009 California Articulation Number Program

Background: The Riverside Community College District has received funding for the 2008-2009 California Articulation Number Program in the amount of \$1,000 from the California Community College Chancellor's Office. The funds will be used for supplies, equipment, and conferences.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$1,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Debbie DiThomas  
Interim Vice Chancellor, Student Services & Operations

Judy Haugh  
District Articulation Officer

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 14-08/09

2008-2009 California Articulation Number Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$1,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

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

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 15-08/09  
2008-2009 College Cost Reduction and Access Act (CCRAA) Step Up to Success  
Cooperative Program – Riverside City College

Background: The Riverside Community College District has received funding for the 2008-2009 College Cost Reduction and Access Act (CCRAA) Step Up to Success Cooperative Program – Riverside City College in the amount of \$1,227,783 from the U.S. Department of Education. Riverside City College will partner with the Norco and Moreno Valley Campuses, California State Polytechnic University, Pomona, and California State University, San Bernardino. The partnership will focus on improving STEM (Science, Technology, Engineering, and Math) student learning and success by developing model STEM transfer programs between the institutions and building a strong foundation for transfer with success strategies in the STEM discipline. The funds will be used to provide for faculty and staff costs; sub-award agreements with the universities; computer equipment; software; instructional and non-instructional supplies; travel and mileage; K-12 faculty stipends; and funding for a student STEM Center.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$1,227,783 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 15-08/09

2008-2009 College Cost Reduction and Act (CCRA)  
Step Up to Success Cooperative Program – Riverside City College

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 1,227,783 is assured to said district, which exceeds amounts previously budgeted; and

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

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

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 15-08/09

2008-2009 College Cost Reduction and Access Act (CCRAA)  
 Step Up to Success Cooperative Program - Riverside City College

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0314	8190	1,227,783	00	REVENUE
									EXPENDITURES
12	DJA	1190	0	6010	2314	1219	123,133	00	Acad FT Non-Instructional
12	DJA	1190	0	6010	2314	1490	67,440	00	Acad Special Project
12	DJA	1190	0	6010	2314	1330	2,000	00	Acad PT
12	DJA	1190	0	6010	2314	2119	80,691	00	Classified FT
12	DJA	1190	0	6010	2314	2139	93,700	00	Classified PT Hrly As Needed
12	DJA	1190	0	6010	2314	3130	15,927	00	Employee Benefits
12	DJA	1190	0	6010	2314	3220	7,608	00	
12	DJA	1190	0	6010	2314	3320	5,003	00	
12	DJA	1190	0	6010	2314	3325	2,529	00	
12	DJA	1190	0	6010	2314	3335	2,799	00	
12	DJA	1190	0	6010	2314	3420	21,703	00	
12	DJA	1190	0	6010	2314	3430	21,354	00	
12	DJA	1190	0	6010	2314	3520	523	00	
12	DJA	1190	0	6010	2314	3530	579	00	
12	DJA	1190	0	6010	2314	3620	2,285	00	
12	DJA	1190	0	6010	2314	3630	2,529	00	√
12	DQC	1190	0	1701	0314	4320	19,727	00	Instructional Supplies - Consumable & Computer Peripherals
12	DQC	1190	0	1701	0314	4230	31,700	00	Instructional Supplies - Math & Calculus Books
12	DJA	1190	0	6010	2314	4590	10,000	00	Office and Other Supplies
12	DJA	1190	0	6010	2314	4555	5,000	00	Copying/Printing
12	DJA	1190	0	6010	2314	5110	30,000	00	Consultants - Evaluator
							1,227,783	00	SUB TOTAL PG 2 INCOME
							546,230	00	SUB TOTAL PG 2 EXPEND

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 15-08/09  
 2008-2009 College Cost Reduction and Access Act (CCRAA)  
 Step Up to Success Cooperative Program - Riverside City College

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount		Object Code Description
12	000	1190	0	0000	0314	8190		00	REVENUE
									EXPENDITURES
12	DJA	1190	0	6010	2314	5210	5,000	00	Mileage
12	DJA	1190	0	6010	2314	5220	3,854	00	Conference
12	DJA	1190	0	6010	2314	5630	144,000	00	Lease Rental Modular
12	DJA	1190	0	6010	2314	5890	3,000	00	Stipends - Student Team
12	DJA	1190	0	6010	2314	5890	278,488	00	Subagreement - Cal Poly Pomona updating articulation agreements and faculty exchanges
12	DJA	1190	0	6010	2314	5890	112,488	00	Subagreement - Cal State San Bernardino updating articulation agreements and faculty exchanges
12	DJA	1190	0	6010	2314	5890	4,800	00	Other Services: Payments to K-12 Schools for teacher stipends for work with college faculty for student skills improvement
12	DJA	1190	0	6010	2314	6486	36,878	00	Comp Equip Addl \$5000 >
12	DJA	1190	0	6010	2314	6485	93,045	00	Comp Equip Addl \$200-\$4999
							0	00	SUB TOTAL PG 3 INCOME
							681,553	00	SUB TOTAL PG 3 EXPEND
							1,227,783	00	TOTAL PROGRAM INCOME
							1,227,783	00	TOTAL PROGRAM EXPEND

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-8

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 16-08/09  
2008-2009 Board Financial Assistance Program-Student Financial Aid  
Administrative Allowance (BFAP-SFAA) Capacity Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 Board Financial Assistance Program-Student Financial Aid Administrative Allowance (BFAP-SFAA) Capacity Program in the amount of \$26,246 from the California Community Colleges Chancellor's Office. The funds will be used to provide classified hourly salaries.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$26,246 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Eugenia Vincent  
District Dean, Student Financial Services

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 16-08/09

2008-2009 Board Financial Assistance Program-Student Financial Aid Administration  
Allowance (BFAP-SFAA) Capacity Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$26,246 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-9

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 17-08/09  
2008-2009 Riverside Community College District Tri-Tech Small Business  
Development Center

Background: The Riverside Community College District has received additional funding for the 2008-2009 Riverside Community College District Tri-Tech Small Business Development Center. These funds are Small Business Administration 2007 Carryover funds in the amount of \$15,000 from California State University Fullerton Auxiliary Services Corporation. The funds will be used for additional counseling and travel.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$15,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: John Tillquist  
Dean, Technology and Economic Development



RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 17-08/09

2008-2009 Riverside Community College District  
Tri-Tech Small Business Development Center

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$15,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-10

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 18-08/09  
2008-2009 Matriculation Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 Matriculation Program in the amount of \$39,247 from the California Community Colleges Chancellor's Office. The funds will be used to provide hourly salaries and placement tests.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$39,247 to the budget and authorize the Interim Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monica Green  
Interim Associate Vice Chancellor, Student Services & Operations

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 18-08/09

2008-2009 Matriculation Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$39,247 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-11

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 19-08/09  
2008-2009 Disabled Student Programs & Services

Background: The Riverside Community College District has received additional funding for the 2008-2009 Disabled Student Programs & Services in the amount of \$175,516 from the California Community College Chancellor's Office. The funds will be used for salaries, benefits, copying and printing, supplies, mileage, and equipment.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$175,516 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 19-08/09

2008-2009 Disabled Student Programs & Services

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$175,516 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 19-08/09

2008-2009 Disabled Student Programs & Services

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0180	8621	175,516 00	REVENUE
								EXPENDITURES
12	AZP	1190	0	6420	0180	3420	4,985 00	Employee Benefits
12	AZP	1190	0	6420	0180	5210	1,000 00	Mileage
12	DZP	1190	0	6420	0180	1439	21,561 00	Acad PT Non-Instructional
12	DZP	1190	0	0809	0180	2220	1,172 00	Instructional Aides Reg PT
12	DZP	1190	0	0809	0180	2230	35,174 00	Instructional Aides Hrly
12	DZP	1190	0	6420	0180	2331	9,871 00	Student Help Non-Instruct
12	DZP	1190	0	6420	0180	3130	1,779 00	Employee Benefits
12	DZP	1190	0	0809	0180	3210	1,690 00	
12	DZP	1190	0	0809	0180	3310	3,068 00	
12	DZP	1190	0	0809	0180	3315	510 00	
12	DZP	1190	0	6420	0180	3335	313 00	
12	DZP	1190	0	0809	0180	3410	3 00	
12	DZP	1190	0	0809	0180	3510	106 00	
12	DZP	1190	0	6420	0180	3530	65 00	
12	DZP	1190	0	0809	0180	3610	461 00	
12	DZP	1190	0	6420	0180	3620	129 00	
12	DZP	1190	0	6420	0180	3630	282 00	∇
12	DZP	1190	0	6420	0180	4555	1,000 00	Copying/Printing
12	DZP	1190	0	6420	0180	4590	3,464 00	Office and Other Supplies
12	DZP	1190	0	6420	0180	5210	1,000 00	Mileage
12	DZP	1190	0	6420	0180	6481	3,000 00	Equip Additional \$200-\$4999
12	DZP	1190	0	6420	0180	6483	5,000 00	Equip Repl \$200-\$4999
12	DZP	1190	0	6420	0180	6485	1,000 00	Comp Equip Addl \$200-\$4999
12	DZP	1190	0	6420	0180	6487	1,000 00	Comp Equip Repl \$200-\$4999
							175,516 00	SUB TOTAL PG 2 INCOME
							97,633 00	SUB TOTAL PG 2 EXPEND



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 INCOME & EXPENDITURES - BUDGET AMENDMENT**  
 Resolution No. 19-08/09  
 2008-2009 Disabled Student Programs & Services

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0180	8621	0 00	REVENUE
								EXPENDITURES
12	EZP	1190	0	6420	0180	1219	11,822 00	Acad FT Non-Instructional
12	EZP	1190	0	6420	0180	1439	9,535 00	Acad PT Non-Instructional
12	EZP	1190	0	0809	0180	2220	100 00	Instructional Aides Reg PT
12	EZP	1190	0	4930	2180	2220	2,200 00	Instructional Aides Reg PT
12	EZP	1190	0	6420	0180	3130	5,762 00	Employee Benefits
12	EZP	1190	0	4930	2180	3210	208 00	
12	EZP	1190	0	4930	2180	3310	137 00	
12	EZP	1190	0	4930	2180	3315	32 00	
12	EZP	1190	0	6420	0180	3420	10,107 00	
12	EZP	1190	0	4930	2180	3510	7 00	
12	EZP	1190	0	6420	0180	3530	65 00	
12	EZP	1190	0	4930	2180	3610	29 00	
12	EZP	1190	0	6420	0180	3630	281 00	↓
12	EZP	1190	0	6420	0180	4590	1,000 00	Office and Other Supplies
12	EZP	1190	0	6420	0180	5210	500 00	Mileage
12	EZP	1190	0	6420	0180	6481	2,000 00	Equip Additional \$200-\$4999
12	FZP	1190	0	0809	0180	2220	66 00	Instructional Aides Reg PT
12	FZP	1190	0	0809	0180	2230	19,400 00	Instructional Aides Hrly
12	FZP	1190	0	0809	0180	3210	374 00	Employee Benefits
12	FZP	1190	0	0809	0180	3310	245 00	
12	FZP	1190	0	0809	0180	3315	282 00	
12	FZP	1190	0	6420	0180	3420	1,941 00	
12	FZP	1190	0	0809	0180	3510	59 00	
12	FZP	1190	0	0809	0180	3610	255 00	↓
							0 00	SUB TOTAL PG 3 INCOME
							66,407 00	SUB TOTAL PG 3 EXPEND



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-12

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 20-08/09  
2008-2009 California High School Exit Exam Preparation Program

Background: The Riverside Community College District has received additional funding for the 2008-2009 California High School Exit Exam Preparation Program in the amount of \$65,000 from the California Community College Chancellor's Office. The funds will be used for salaries and benefits, supplies, copying and printing, postage, lecturers, mileage, travel, conferences, advertising, and workshops.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$65,000 to the budget and authorize the Vice Chancellor, Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Shelagh Camak  
Executive Dean of Workforce Development & Student Support Program,  
Riverside City College

Michael Wright  
Director, Workforce Preparation Grants and Contracts, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 20-08/09

2008-2009 California High School Exit Exam Preparation Program

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$65,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

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Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
INCOME & EXPENDITURES - BUDGET AMENDMENT

Resolution No. 20-08/09

2008-2009 California High School Exit Exam Preparation Program

Year	County	District	Date	Fund
09	33	07	11/18/2008	12

Fund	School	Resource	PY	Goal	Func	Object	Amount	Object Code Description
12	000	1190	0	0000	0358	8659	65,000 00	REVENUE
								EXPENDITURES
12	DCW	1190	0	6020	0358	1218	5,508 00	Acad FT Administrator
12	DCW	1190	0	6020	0358	1490	13,541 00	Acad Special Project
12	DCW	1190	0	6020	0358	2118	872 00	Classified FT Administrator
12	DCW	1190	0	6020	0358	2119	7,944 00	Classified FT
12	DCW	1190	0	6020	0358	2139	1,750 00	Classified PT Hrly As Needed
12	DCW	1190	0	6020	0358	3130	1,643 00	Employee Benefits
12	DCW	1190	0	6020	0358	3220	749 00	
12	DCW	1190	0	6020	0358	3320	493 00	
12	DCW	1190	0	6020	0358	3325	141 00	
12	DCW	1190	0	6020	0358	3335	289 00	
12	DCW	1190	0	6020	0358	3420	3,888 00	
12	DCW	1190	0	6020	0358	3430	500 00	
12	DCW	1190	0	6020	0358	3520	29 00	
12	DCW	1190	0	6020	0358	3530	60 00	
12	DCW	1190	0	6020	0358	3620	127 00	
12	DCW	1190	0	6020	0358	3630	261 00	↓
12	DCW	1190	0	6020	0358	4320	2,100 00	Instructional Supplies
12	DCW	1190	0	6020	0358	4555	500 00	Copying/Printing
12	DCW	1190	0	6020	0358	4590	2,000 00	Office and Other Supplies
12	DCW	1190	0	6020	0358	5045	600 00	Postage
12	DCW	1190	0	6020	0358	5120	1,000 00	Lecturers
12	DCW	1190	0	6020	0358	5210	350 00	Mileage
12	DCW	1190	0	6020	0358	5219	185 00	Other Travel
12	DCW	1190	0	6020	0358	5220	200 00	Conferences
							65,000 00	SUB TOTAL PG 2 INCOME
							44,730 00	SUB TOTAL PG 2 EXPEND



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-b-13

Date: November 18, 2008

Subject: Resolution to Amend Budget – Resolution No. 21-08/09  
Customized Solutions – California Manufacturing Technology Consulting  
(CMTC)

Background: The District entered into an agreement with California Manufacturing Technology Consulting (CMTC) to provide classroom and laboratory skills training through the District's Customized Solutions Training Program. The contract has been amended to provide CMTC with additional training services in the amount of \$70,000.

Recommended Action: It is recommended that the Board of Trustees approve adding the revenue and expenditures of \$70,000 to the budget and authorize the Vice Chancellor Administration and Finance to sign the resolution.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Robert Grajeda  
Director, Corporate and Business Development

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION TO AMEND BUDGET

RESOLUTION No. 21-08/09

Customized Solutions – California Manufacturing Technology Consulting (CMTC)

WHEREAS the governing board of the Riverside Community College District has determined that income in the amount of \$ 70,000 is assured to said district, which exceeds amounts previously budgeted; and

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

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

This is an exact copy of the resolution adopted by the governing board at a regular meeting on November 18, 2008.

---

Clerk or Authorized Agent





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-3-c

Date: November 18, 2008

Subject: Contingency Budget Adjustments

Background: The 2008-09 adopted budget represents our best estimate of anticipated expenditures necessary to address the educational needs of students pursuant to the District's mission, goals and objectives. New initiatives and projects and unanticipated needs may be identified subsequent to budget adoption, requiring that additional funds be established in the budget. The additional funds can be provided by transferring budget from available contingency balances. The following contingency budget adjustments have been requested:

<u>Program</u>	<u>Account</u>	<u>Amount</u>
1. Transfer to provide additional funds for the Food Services Remodel Project – Moreno Valley Campus; approved by the Board of Trustees on October 21, 2008, Board Report No. VI-C-2. (Fund 41, Resource 4160)		
From: GO Bond Capital Project	Contingency	\$ 1,543,385
To: Facilities	Moreno Valley Campus	\$ 1,543,385
2. Transfer to provide the Moreno Valley Campus with a base budget augmentation for positions. (Fund 11, Resource 1000)		
From: General Fund	Contingency	\$ 237,368
To: Salaries	Moreno Valley Campus	\$ 145,213
Employee Benefits	Moreno Valley Campus	\$ 92,155
3. Transfer to provide the Norco Campus with a base budget augmentation for positions. (Fund 11, Resource 1000)		
From: General Fund	Contingency	\$ 281,360
To: Salaries	Norco Campus	\$ 201,348
Employee Benefits	Norco Campus	\$ 80,012

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No: V-A-3-c

Date: November 18, 2008

Subject: Contingency Budget Adjustments, continued

Recommended Action: It is recommended that the Board of Trustees, by a two-thirds vote of the members, approve the contingency budget transfers as presented.

Irving G. Hendrick  
Interim Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: November 18, 2008

Subject: Out-of-State Travel

**REVISED**

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

Retroactive:

- 1) Dr. Arend Flick, associate professor, English, Norco Campus, to travel to Denver, Colorado, November 6-8, 2008, to attend The American Evaluation Associate Annual Conference as a presenter. Estimated cost: \$615.00. Funding sources: \$415.00 from faculty staff development funds, and \$200.00 from the general fund. (This travel request was submitted with sufficient advance notice, but the information was inadvertently retained and, therefore, not included in the October Board report.)

Current:

*Moreno Valley Campus:*

None

*Norco Campus:*

None

*Riverside City College:*

- 1) Dr. Dariush Haghghat, associate professor, political science, to travel to Boston, Massachusetts, February 11-15, 2009, to accompany 11 students attending the Harvard National Model United Nations Conference. Estimated cost: \$8,488.00. Funding source: the general fund.
- 2) Dr. Ward Schinke, associate professor, political science, to travel to Boston, Massachusetts, February 11-15, 2009, to accompany 11 students attending the Harvard National Model United Nations Conference. Estimated cost: \$3,391.90. Funding source: the general fund.
- 3) Ms. Patricia Tutor, associate professor, nursing education program, to travel to New Orleans, Louisiana, January 7-12, 2009, to attend the National League for Nursing Faculty Leadership Conference. Estimated cost: \$1,505.00. Funding sources: \$200.00 from the general fund, and \$1,305.00 to be paid by the employee.

**REVISED**

*Riverside Community College District:*

- 1)\* Ms. Virginia Blumenthal, Member, Board of Trustees, and Dr. Linda Lacy, Interim President, Riverside City College, to travel to Washington, DC, December 9-11, 2008, to attend a performance at The Kennedy Center for Riverside School for the Arts. Estimated cost: \$1,381.00 each. Funding source: the general fund.
  
- 1) Mr. Jeffrey Williamson, statewide director, Centers for International Trade Development, to travel to Washington, DC, November 19-21, 2008, to attend the National Community College Symposium/United States Department of State meeting. Estimated cost: \$1,284.00. Funding source: the Statewide Strategic HUB Centers for International Trade Development grant funds.
  
- 2) Mr. Jeffrey Williamson, statewide director, Centers for International Trade Development, to travel to Bangkok, Thailand and Ho Chi Minh City, Vietnam, November 24-December 3, 2008, to attend the International Education Expo (Thailand) and Vietnam Education Matchmaking Event. Estimated cost: \$3,078.00. Funding source: Statewide Strategic HUB Centers for International Trade Development grant funds.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Michelle Haeckel  
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: November 18, 2008

Subject: Contracts and Agreements Report Less than \$72,400 – All District Funds

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$72,400. The attached listing of contracts and agreements under \$72,400, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2008-2009. The contracts and agreements have been executed pursuant to the boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$603,397.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Doretta Sowell  
Purchasing Manager

Report of Purchases-All District Funds

Purchases Over \$72,400  
10/01/08 thru 10/31/08

PO#	Department	Vendor	Description	Amount
C0001770	Facilities - Norco	John R. Byerly, Inc.	Testing - Norco Phase III	\$83,890
P0016681	Administration & Finance	Union Bank of California-Trustee	PARS-Supplementary Retirement	106,279
P0016389	Facilities, Plan, Const. & Design	Division of the State Architect	Architect's Fees-Nursing Science Project	295,780
				<u>\$402,060</u>
			All Purchase Orders, Contracts and Additions Over <u>\$72,400 for the period of 10/01/08 - 10/31/08</u>	
			Contracts C2168 - C2204	\$603,397
			Contract Additions - C1770 - C2005	
			Purchase Orders P16279 - P16704	695,650
			Purchase Order Additions - P14965 - P16268	
			Blanket Purchase Orders B4727 - B4829	121,277
			Blanket Purchase Order Additions - None	
			Total	<u>\$1,420,324</u>
			Grand Total	<u><u>\$1,822,384</u></u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE

Report No.: V-A-6-b

Date: November 18, 2008

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

Background: Presented for the Board's review and consideration is an amendment to the agreement between Riverside Community College District and the Regents of the University of California to provide additional funding. Through this amendment, Riverside Community College District has received additional funding for the 2008-2009 University of California, Riverside's Copernicus Project in the amount of \$92,000.00. The funds will be used to increase the number of students interested in teaching science and improving the quality of teachers in science fields. The original agreement was approved by the Board on March 13, 2005. The term of the amendment is October 1, 2008 through September 30, 2009. Funding source: Regents of the University of California.

Recommended Action: It is recommended that the Board of Trustees ratify the amendment to provide additional funding for the Copernicus Project, for the term of October 1, 2008 through September 30, 2009, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick  
Interim Chancellor

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



Subcontract No. S00093

Amendment No. 06

Between

Regents of the University of California

And

Riverside Community College District

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

### III. Period of Performance

The period of performance shall be during the period of October 1, 2008 through September 30, 2009.

### V. Cost

This Subaward is increased by ninety-two thousand (\$92,000) dollars for a total subaward amount not to exceed four hundred eighty-nine thousand one hundred thirty-six (\$489,136) dollars.

### XVIII. Cost Sharing

RCC has agreed to provide cost share to this project in the amount of thirty thousand (\$30,000) dollars for a cumulative amount of one hundred fifty-eight thousand seven hundred forty dollars and fifty cents (\$158,740.50).

All other terms and conditions of this subcontract shall remain unchanged and in full effect.

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

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
Riverside Community College District	P336B040020-08
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
James L. Buisse, Vice Chancellor, Administration and Finance	
SIGNATURE	DATE

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RIVERSIDE CITY COLLEGE

Report No.: V-A-6-c

Date: November 18, 2008

Subject: Agreement with the County of Riverside Economic Development Agency for the Community College Education Assistance Center

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District (RCCD) and the Riverside County Economic Development Agency (EDA). With this agreement, EDA awards \$185,000.00 to RCCD to provide various services for eligible students. These services may include orientation to college, career search, Career and Technical Education exploration, and general job development services to Workforce Investment Act eligible participants. Eligible participants may include unemployed, dislocated, and underemployed workers. RCCD will also provide information to participants regarding additional community resources to help meet their individual needs. The term of the agreement is July 1, 2008 through June 30, 2009. Funding source: Workforce Investment Act Funds.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement to award funding for services for Workforce Investment Act eligible students, from July 1, 2008 through June 30, 2009, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Shelagh Camak  
Executive Dean, Workforce Development  
Michael Wright  
Director, Workforce Preparation Grants and Contracts

WIA TITLE I  
COMMUNITY COLLEGE EDUCATION  
ASSISTANCE CENTER  
PROGRAM YEARS 2008/2009

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

Contractor:	Riverside Community College District
Agreement Amount:	\$185,000.00
WIA Agreement Type:	Cost Reimbursement
WIA Agreement Number:	2008/2009-179-201-501

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RECITALS PAGE

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

WITNESSETH

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

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

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

WHEREAS, on the 1st day of July 2008, County and Contractor entered into an agreement pursuant to which the Contractor agreed to provide services to universal customers WIA Title 1B Adult participants; and

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



## Article I. TERMS AND CONDITIONS

### *Section 1.01 Term of Agreement*

The term of this Agreement shall commence on July 1, 2008, and end on June 30, 2009. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed without a modification to the existing Agreement or execution of a new agreement.

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

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

### *Section 1.03 Service of Notices*

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

If to County:

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

If to Contractor:

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

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

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

- (a) Prior to the execution of this Agreement, the Contractor shall have on file with County completed and certified attachments required in the Request for Proposal (RFP), which are incorporated herein by this reference. The Contractor must notify the County in writing of any changes or revisions to the required documentation. The Contractor

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

## Article II. SCOPE OF WORK (SOW)

The Contractor shall operate the Riverside Community College Education Assistance Center Program as recommended by the County. Contactor shall provide enhanced linkages to education and will provide WIA workforce preparation services on their Riverside City College campus to WIA Title I participants, July 1, 2008 through June 30, 2009, as described in the RFP, and the Contractor's submitted proposal.

### *Section 2.01 Description of Services to be Provided*

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

### *Section 2.02 Contractor's Performance Measures*

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

### Article III. COMPENSATION

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

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$185,000.00, for complete and satisfactory performance of the terms of this Agreement for the period of July 1, 2008, through June 30, 2009, and subject to the provisions outlined in this Agreement and all Exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(b) Reimbursement for Mileage and Traveling Expenses

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

(c) Budget Modifications

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

(d) Invoicing and Documentation

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

(e) Program Income and Interest Income

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

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

(f) Notice of Questioned and Disallowed Costs

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

## Article IV. REPORTING AND FILE RECORDS

### *Section 4.01 Reporting Requirements*

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

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

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

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

### *Section 4.03 Confidential Information*

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

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

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

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

## Article V. DUTIES AND RIGHTS OF CONTRACTOR

### *Section 5.01 Independent Contractor/Subrecipient Status*

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

### *Section 5.02 Assurances and Certifications*

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

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

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

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

- (a) Should the Contractor require the services of a sub-tier entity to carry out the responsibilities outlined in the Agreement the Contractor MUST comply with the WIA Final Rule, Sections 667.200(a)(3) and (4), (6)(d)-(g) and the Riverside County Economic Development Agency Policy and Procedures on Procurement Standards. Both provide guidance regarding procurement and refer the sub-recipient and sub-grantees to additional regulatory sites. The applicability of the aforementioned rules and regulations are limited to sub-tier sub-recipients as defined in Section 5.01(b) above. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price.
- (b) Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed Sub-contracts/sub-agreements/Memorandums of Understanding (MOU) must be forwarded to the County within ten working days after their execution. Additionally, the Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:
- 1) compliance with applicable federal regulations
  - 2) compliance with all WIA requirements
  - 3) compliance with all legislation, regulations, policies, directives and/or procedures which may replace WIA
  - 4) stipulation to hold the County harmless as a result of Contractor collaborations
  - 5) contracted services to program participants
  - 6) indemnification and insurance requirements imposed on the collaborative partner
  - 7) a code of conduct for employees conducting procurements, including criteria regarding conflict of interest (see Section 6.02 of this Agreement)
  - 8) selection procedures for procurement transactions
  - 9) different types of procurement and how to use them
  - 10) requirements for a price or cost analysis and limited conditions under which sole source may occur

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

*Section 5.05 Monitoring of Sub-recipients*

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

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

*Section 5.06 WIA Fund Restrictions*

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

*Section 5.07 Fraud and Abuse*

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

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

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



*Section 5.08 Failure to Perform*

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

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

*Section 5.09 Deobligation/Reobligation*

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

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

Agreement, may be subject to deobligation of all or part of the funds for the following circumstances: (1) where it is clear that the Contractor may not expend all of the original allocation; (2) Contractor is significantly out of compliance with enrollment or expenditure plans; (3) or Contractor's Partnership fails to be meet Quality Assurance certification (if applicable). When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated a reobligation of funds may be determined. The following processes will be followed whenever deobligation or reobligation is found to be necessary.

Deobligation/Reobligation

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

## Article VI. DUTIES AND POWERS OF THE COUNTY

### *Section 6.01 Performance Monitoring*

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

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

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

### *Section 6.02 Availability of Funds*

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

### *Section 6.03 Withholding of Funds*

- (a) Payments under this Agreement may be withheld, suspended or terminated if WIA funds to the County are suspended or terminated, the Contractor cannot accept additional conditions imposed by DOL, the state, or the County or the Contractor fails to file appropriate participant paperwork or timely invoices. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment may be made for any expenditure after the date of termination.
- (b) The County has the authority to withhold funds under this Agreement, pending a final determination by the County, of questioned earnings and/or expenditures or indebtedness of the County arising from past or present agreements between the County and the Contractor.
- (c) At the expiration of this Agreement or upon termination prior to the expiration, funds not expended for the purpose of this Agreement shall be immediately remitted to the County in accordance with the County close-out procedures referenced in *Article IV, Section 4.01(c)*.

*Section 6.04 Debt Collection*

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

Article VII. TERMINATION AND OTHER REMEDIES

*Section 7.01 Termination for Cause with Cure Period*

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

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

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

*Section 7.02 Request for Waivers and Waiver of Breach*

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

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

*Section 7.03 Termination without Cause*

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

*Section 7.04 Obligations upon Termination*

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

*Section 7.05 Business Interruption*

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

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

*Section 7.06 Other Remedies Reserved by the County*

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

(b) Suspension

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

Article VIII. DISPUTE RESOLUTION

*Section 8.01 Dispute Resolution*

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

*Section 8.02 Arbitration*

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

*Section 8.03 Dispute Resolution Costs*

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

## Article IX. GENERAL PROVISIONS

### *Section 9.01 Amendment to Agreement*

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

### *Section 9.02 Auditing and Monitoring*

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

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA and regulations.
- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.
- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA program for a period of four years after termination of this Agreement. If, at the end of four years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.

- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

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

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

Any audits with findings will require submission of finding resolution.

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

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

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

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

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

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

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

The Contractor will take action to ensure that applicants, participants or employees are treated during training/employment without regard to their race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this non-discrimination clause.

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

*Section 9.05 Grievance and Complaint System*

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

*Section 9.06 Indemnification*

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

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

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

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

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



*Section 9.07 Insurance Requirements*

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

(1) Worker's Compensation

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

(2) Commercial General Liability:

a) Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability

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

a) CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, or representatives as Additional Insureds.

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

- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Development Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials or representatives as Additional Insureds.
- (4) General Insurance Provisions-all lines:
- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California shall have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.
- (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original standard ACCORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material change, cancellation or expiration of such insurance. In the event of a material change, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original standard ACCORD form Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (2) Contractor shall not commence operations until the County of Riverside has been furnished original standard Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- c) The COUNTY'S Reserved Rights. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.
- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, insurance and the County's insurance and/or deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.
- e) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- g) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- (5) Self Insured - The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

*Section 9.08 Inventions, Patents and Copyrights*

If any project produces patentable items, patent rights, processes or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the County. The County shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the County and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent

issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:

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

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

*Section 9.09 Labor Standards*

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

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

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

- (g) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (h) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically warrant and represent, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Relations Board.

*Section 9.10 Non-duplication of Service*

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

*Section 9.11 Payment of Benefits (where applicable)*

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

*Section 9.12 Permits and Licenses*

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

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

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

equipment purchased or acquired with funds through this Agreement. The list shall include date of acquisition, the exact dollar amount or purchase price of the item, a full description of the item, its physical location within the agency, the quantity of items acquired, unit cost, and the percentage charged to the contract. The Contractor shall maintain an equipment tracking system to account for and track equipment purchased through this Agreement.

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

*Section 9.14 Prohibition of Activities*

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

*Section 9.15 Press Releases/Published Announcements*

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

*Section 9.16 Assignment*

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

*Section 9.17 Standards of Conduct*

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

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

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
- 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
  - 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
  - 3) Such person would have a "Financial or Other Interest" in the sub-contract.
  - 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA funds will be used solely for purposes allowed under this Agreement.
  - 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
  - 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed subcontractor and its officers, directors or employees.
  - 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

*Section 9.18 Integration of Entire Agreement*

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

*Section 9.18a Filing Legal Action*

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



Section 9.19 Signatures

AGREEMENT # 2009/2009-179-201-501

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

Contractor: Riverside Community College District
By:
Date:
Print Name: James L. Buysse
Print Title: Vice Chancellor of Administration and Finance

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

is attached hereto and incorporated herein by this reference.

## Contractor Scope of Work

1. Career Orientation: Contractor to provide Core services under the Workforce Investment Act (WIA) to all potential participants. Contractor to provide outreach workshops to include introduction to educational options, available resources, basic orientation to college life, study skills, and student rights and responsibilities; graduation and transfer requirements for majors; student academic and support services; admissions process and self-assessment to identify one's strengths and interests. Exploration of values, interests and abilities, transitional issues; life problem-solving and self management skills; changes that occur over the life span; and self-assessment to identify participants skills and match of personality to work. Contractor staff will advise participants of resources available in the community to meet their identified needs in the areas of medical care, child care, housing, food, and legal aid.
2. Financial Aid: Contractor's Student Financial Services Office will provide group workshops to inform participants of the federal, state and private scholarship funding that is available for those interested in learning and applying for student financial aid. Financial aid staff will assist participants in the admission, records and financial aid applications. In addition, this information will be made available through special events, community activities, publications, web-sites and other mechanisms to educate participants on financial resources available.
3. General Job Development: Participants will have access to Contractor's Career Center, where postings and on-line materials will be made available identifying vocational and career opportunities. Participants will be able to access Contractor's Job Placement Technician who will provide local job market information, qualifications and characteristics that employers are seeking to help guide participants in their career decisions, current job market and employment trends, and general information on resume writing, interview skills and job search strategies. The Career Center will also make available occupational outlook projections, physical/cognitive/educational requirements of various occupations. Current job leads and information on job fairs will also be posted.
4. Programmatic controls will be instituted by the Contractor to ensure:
  - a) Existing Management Information System (MIS) is to be used to track customer data.
  - b) Discrepancies in reports and/or documents are to be resolved in a timely manner as prescribed by the County's WIA program. Contractors must submit all billing information/invoices in a timely manner as specified by the County's Fiscal Unit and County's Policy and Procedures number 16-01, and as outlined in Section 3.01 of this Agreement. Late billings may be rejected, and cost may be disallowed.
  - c) All records shall be made available to County for auditing.
  - d) The Contractor will comply with the federal, State of California and County policies and procedures

f) CCEAC Location:

Riverside City College Campus  
4800 Magnolia Avenue  
Riverside, CA 92506  
(951)222-8600

g) Hours of Operation –The CCEAC is open Monday through Friday 8:00 a.m. to 5:00 p.m. The office will be closed on Fridays, during summer session from June 22 to August 28, 2009.

h) Consent for use of advertisement, photo or image

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

## Exhibit 2 Program Budget

is attached hereto and incorporated herein by this reference.

Budget Expenditure  
In-Kind Budget  
Program Operating Plan

Community College Education Assistance Center		Budget for 2008-09					
SECTION A – STAFF COST							
Staff Position & Name of Staff	Number in Position	% Time Spent on WIA (b)	Annual Hours	% of Total Hours	Hourly Rate	TOTAL COST	TOTAL % 12 Months
Executive Dean-Workforce Development-Shelagh Camak	1	2.00%	1984	39.7	74.44	2,954	2,954
Interim Vice Chancellor, Student Services & Operatons - Debbie Di Thomas	1	2.00%	1984	39.7	84.68	3,360	3,360
Associate Vice Chancellor, Occupational Education - Ron Vito	1	3.15%	1984	62.5	73.35	4,584	4,584
District Dean, Student Financial Services - Eugenia Vincent	1	5.00%	1984	99.2	69.79	6,923	6,923
Student Financial Services Analyst-Ana Arriaza	1	48.00%	2080	998.4	23.40	23,365	23,365
Student Financial Services Analyst-Nicole Lynch	1	24.00%	2080	499.2	28.07	14,011	14,011
Application Support Technician-Nate Finney	1	20.81%	2080	432.8	33.10	14,326	14,326
Job Placement Technician-Greg Ramirez	1	50.00%	2080	1040.0	29.55	30,732	30,732
Educational Advisor-Clarissa Andrews	1	20.90%	2080	434.7	26.78	11,640	11,640
Outreach Specialist-Gustavo Ortiz	1	24.00%	2080	499.2	26.55	13,254	13,254
<b>SUBTOTAL: STAFF SALARIES</b>						<b>125,150</b>	<b>125,150</b>
SECTION B – BENEFIT COST							
Benefits (Describe)		Rate (%)	Benefits				
Staff Benefits Rate-Combined			49,379				49,379
SECTION C-INDIRECT COST RATE							
Indirect Cost Rate		6.0000%	174,528				10,472
<b>TOTAL STAFF COSTS – (Section A)</b>							<b>125,150</b>
<b>TOTAL STAFF BENEFITS – (Section B)</b>							<b>49,379</b>
<b>SUBTOTAL PROGRAM COSTS – (Total of Sections A+B)</b>							<b>174,528</b>
<b>Indirect Cost Rate (Section C)</b>							<b>10,472</b>
<b>TOTAL PROGRAM COSTS</b>							<b>185,000</b>
Note 2: If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency.							
Note: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.							







SUB-TOTAL STAFF BENEFITS	47,267	
TOTAL - SECTION A-B - STAFF SALARIES & BENEFITS	174,528	
SUB-TOTAL PROGRAM COSTS (SECTIONS A-B)	174,528	
INDIRECT EXPENSES @ 6%	10,472	
TOTAL PROGRAM COSTS	185,000	

## Exhibit 4 Program Monitoring Policy

is attached hereto and incorporated herein by this reference.



**RIVERSIDE COUNTY**  
**ECONOMIC DEVELOPMENT AGENCY**

***POLICIES & PROCEDURES***

**Date: June 06, 2003 (Rev.04-06-05)**

**Number: 17-01**

**SUBJECT: PROGRAM MONITORING**

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

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

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

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

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

**SUPERCEDES:** Riverside County EDA Policy and Procedures #17-01, dated June 6, 2003

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

**EFFECTIVE DATE:** March 1, 2005

**BACKGROUND:**

The Workforce Investment Act and the Code of Federal Regulations, as cited above, require local boards establish policies to monitor service providers on a yearly basis to ensure the following:

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

## WORKFORCE INVESTMENT ACT INTERNET AND OTHER RESOURCES

Agency/Document	Web Site/Other Reference
Department of Labor Employment Administration	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Employment Development Department	<a href="http://www.edd.cahwnet.gov">www.edd.cahwnet.gov</a>
National Association of Counties	<a href="http://www.naco.org">www.naco.org</a>
National Governor's Association	<a href="http://www.nga.org">www.nga.org</a>
U.S. Chamber of Commerce	<a href="http://www.uschamber.org">www.uschamber.org</a>
Small Business Administration	<a href="http://www.sba.gov/">www.sba.gov/</a>
Excluded Parties List System	<a href="http://www.epls.gov">http://www.epls.gov</a>

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

## OMB CIRCULARS, RELATED REGULATIONS AND INTERNET RESOURCES

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

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

### Resource List for Applicable Laws, Rules and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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



Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

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

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

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

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

Environmental Protection Regulations under the:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Exhibit 7 Definitions

is attached hereto and incorporated herein by this reference.

## Definitions

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

	behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.
Indirect Cost Rate	The rate a contractor may charge the contract for indirect costs that is approved by a cognizant federal agency.
Individual Service Strategy (ISS)	A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.
Intermediary	An entity or organization which brokers and supports relationships between schools and employers to provide students with real work experience. These agencies may recruit employers for schools, match youth with work-based learning opportunities, provide technical assistance to teachers, employers, parents or other stakeholders and help students connect what they are learning on the job with classroom activities. Intermediary organizations may include, but are not limited to non-profit organizations, chambers of commerce, workforce development or employment entities, or schools.
Leadership Development Opportunities	Activities that foster positive social behavior, decision making, teamwork and other activities, including: <ol style="list-style-type: none"> <li>a) exposure to post-secondary educational opportunities</li> <li>b) community and service learning projects</li> <li>c) peer-centered activities, including peer mentoring and tutoring</li> <li>d) organizational and teamwork training, including team leadership training</li> <li>e) training in decision-making, including setting priorities</li> <li>f) citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.</li> </ol>
Literacy	The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.
Low Income Individual	An individual who: <ol style="list-style-type: none"> <li>a) receives, or is a member of a family that receives, cash payments under a federal, state, or local income-based public assistance program</li> <li>b) received an income, in relation to family size, that does not exceed the higher of (1) the poverty line, for an equivalent period; or (2) 70 percent of the lower living standard income level, for an equivalent period;</li> <li>c) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);</li> <li>d) qualified as a homeless individual;</li> <li>e) is a foster child;</li> <li>f) is an individual with a disability whose own income meets the requirements of a program described in a) or b) but who is a member of a family whose income does not meet such requirements.</li> </ol>
Memorandum of Collaborative	An agreement developed and executed between the Contractor and collaborative partners in relation to the operational management of a WIA Youth Program Collaborative.

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



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

**Exhibit 8 Board of Supervisors Policy**

is attached hereto and incorporated herein by this reference.

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

<b><u>Subject:</u></b>	<b><u>Policy Number</u></b>	<b><u>Page</u></b>
<b>REIMBURSEMENT FOR GENERAL TRAVEL AND OTHER ACTUAL AND NECESSARY EXPENSES</b>	<b>D-1</b>	<b>1 of 8</b>

**Policy:**

**1. Scope**

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

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

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: November 18, 2008

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.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E3100	0007636970	009696
1	GATEWAY	CPU	E4200-700	0018952493	014580
1	GATEWAY	CPU	E4200-700	0018972072	014570
1	GATEWAY	CPU	E3400-SE	0022452428	017045
1	GATEWAY	CPU	E3400-SE	0022452453	016956
1	GATEWAY	CPU	E3400-933	0022996126	018838
1	GATEWAY	CPU	E3400-933	0022996132	018846
1	GATEWAY	CPU	E3400-933	0022996140	018840
1	GATEWAY	CPU	E3400-933	0022996141	018833
1	GATEWAY	CPU	E3400-933	0022996149	018842
1	GATEWAY	CPU	E3400-933	0022996151	018841
1	GATEWAY	CPU	E3400-933	0022996152	018844
1	GATEWAY	CPU	E3400-933	0022996153	018835
1	GATEWAY	CPU	E3400-933	0022996154	018834
1	GATEWAY	CPU	E3400-933	0022996157	018837
1	GATEWAY	CPU	E3400-933	0022996161	018847
1	GATEWAY	CPU	E3400-933	0022996162	018836
1	GATEWAY	CPU	E3400-933	0022996164	018850
1	GATEWAY	CPU	E3400-933	0022996166	018843
1	GATEWAY	CPU	E3400-933	0022996167	018832
1	GATEWAY	CPU	E3400-933	0022996177	018839
1	GATEWAY	LAPTOP	SOLO 9300	0023303811	017442
1	GATEWAY	LAPTOP	SOLO 9300	0023303812	017441
1	GATEWAY	CPU	E3600	0025941501	018683
1	GATEWAY	CPU	E4650	0027912165	019694
1	GATEWAY	CPU	E4650	0027912176	019696
1	GATEWAY	CPU	E4650	0027912177	019708
1	GATEWAY	LAPTOP	200B	0028190319	019472
1	GATEWAY	CPU	E6000	0030112480	021102
1	GATEWAY	CPU	450ROG	0034273438	022694
1	GATEWAY	CPU	450ROG	0034273439	022695
1	DELL	CPU	XPS B800	1121701	016408
1	LEXMARK	PRINTER	21G8686	13480667959	031808
1	LEXMARK	PRINTER	21G8686	13480668199	031822
1	IBM	SERVER	X330	1S867411X23A0258	018318
1	IBM	SERVER	X330	1S867411X23A0272	018319
1	IBM	SERVER	X350	23F3362	018316
1	DELL	CPU	XPS B800	3FY1701	016196
1	DELL	CPU	4100	3WVLK01	017595
1	DELL	CPU	4100	6W5LB01	016612
1	DELL	CPU	XPS B800	8812701	016420
1	DELL	CPU	XPS B800	8C12701	016366
1	DELL	CPU	XPS B800	8W41701	016717
1	FARGO	PRINTER	4250	90250133	014768
1	DELL	CPU	4100	94QKB01	016640
1	DELL	CPU	XPS B800	9DO2701	016446
1	DELL	CPU	XPS B800	9NL0701	016024
1	DELL	CPU	4100	B2MKB01	016628
1	DELL	CPU	XPS B800	C2Z1701	016190
1	HP	PRINTER	LJ6P	DHO579213	011854
1	DELL	CPU	XPS B800	DY41701	016701
1	DELL	CPU	4100	F1MKB01	016691

Surplus Property

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	CPU	XPS B800	F6Z1701	016444
1	EPSON	PRINTER	B251A	FXUY257431	024269
1	APPLE	CPU	6100/66	GHJK451351	007699
1	GATEWAY	MONITOR	FPD1570	KUL5033D0017784	019280
1	GATEWAY	MONITOR	EV700	MIABJ4126145	012769
1	DELL	MONITOR	M991	MX049VYR478010BGH0LH	016375
1	DELL	MONITOR	M991	MX049VYR47801132G2MP	017653
1	SONY	LAPTOP	FX190	SO132011193	017692
1	DELL	MONITOR	M991	TW049VYR4780009JG267	016025
1	HP	PRINTER	LJ4000	USMB270459	012178
1	LAYLOR DUN	UTILITY VEHICLE	M3	58049JB399	-----

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: November 18, 2008

Subject: Monthly Financial Report

Background: The Financial Report provides summary financial information, by Resource, for the period July 1, 2008 through October 31, 2008. The report presents the current year adopted budget, revised budget and year-to-date actual financial activity along with prior year actual financial information for comparison purposes.

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ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: November 18, 2008

Subject: Monthly Financial Report (continued)

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Fund 11, Resource 1000 is the primary operating fund of the District. It is used to account for those transactions that, in general, cover the full scope of operations of the entire District. All transactions, expenditures and revenue are accounted for in the general operating resource unless there is a compelling reason to report them elsewhere. Revenues received by the district from state apportionments, county or local taxes are deposited in this resource.

**Fund 11, Resource 1000 - General Operating - Unrestricted**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 137,152,481	\$ 144,293,942	\$ 144,293,942	\$ 44,168,227
Intrafund Transfer from				
District Bookstore (Resource 1110)	150,000	390,000	390,000	0
Total Revenues	<u>\$ 137,302,481</u>	<u>\$ 144,683,942</u>	<u>\$ 144,683,942</u>	<u>\$ 44,168,227</u>
Expenditures				
Academic Salaries	\$ 65,579,742	\$ 70,425,340	\$ 70,423,543	\$ 20,461,172
Classified Salaries	28,512,064	31,340,441	31,341,841	9,565,020
Employee Benefits	23,698,004	26,774,404	26,774,245	5,808,500
Materials & Supplies	2,220,327	2,524,420	2,533,662	746,310
Services	12,654,082	15,891,033	15,846,615	3,724,592
Capital Outlay	2,332,638	2,488,216	2,523,948	282,541
Intrafund Transfers to:				
DSP&S Program (Resource 1190)	665,157	665,157	665,157	166,289
Customized Solutions (Resource 1170)	0	173,470	173,470	0
Federal Work Study (Resource 1190)	187,408	189,249	189,249	35,285
Instr. Equipment Match (Resource 1190)	87,243	96,230	96,230	24,058
Performance Riverside (Resource 1090)	193,257	193,257	193,257	48,314
Interfund Transfer to:				
Resource 3300	240,000	365,000	365,000	115,000
Resource 6100	250,000	250,000	250,000	62,500
Total Expenditures	<u>\$ 136,619,922</u>	<u>\$ 151,376,217</u>	<u>\$ 151,376,217</u>	<u>\$ 41,039,581</u>
Revenues Over (Under) Expenditures	\$ 682,559	\$ (6,692,275)	\$ (6,692,275)	\$ 3,128,646
Beginning Fund Balance	<u>18,576,517</u>	<u>19,259,076</u>	<u>19,259,076</u>	<u>19,259,076</u>
Ending Fund Balance	<u>\$ 19,259,076</u>	<u>\$ 12,566,801</u>	<u>\$ 12,566,801</u>	<u>\$ 22,387,722</u>
Ending Cash Balance				<u>\$ 27,686,698</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Parking was created to capture the financial activities of the parking operations at each campus. The primary revenue source is parking permit fees. Parking also receives revenue from parking meters and parking citations. Expenditures are for operational costs that are split between Parking and College Safety and Police, and 100% of capital outlay costs that directly benefit parking operations.

**Fund 12, Resource 1050 - Parking**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,868,932	\$ 2,020,500	\$ 2,020,500	\$ 668,528
Expenditures				
Classified Salaries	\$ 1,097,149	\$ 1,212,387	\$ 1,212,387	\$ 345,187
Employee Benefits	296,687	362,894	362,894	74,747
Materials & Supplies	72,824	91,185	91,185	43,282
Services	283,455	298,579	298,579	65,264
Capital Outlay	61,085	92,592	92,592	4,342
Total Expenditures	\$ 1,811,200	\$ 2,057,637	\$ 2,057,637	\$ 532,822
Revenues Over (Under) Expenditures	\$ 57,732	\$ (37,137)	\$ (37,137)	\$ 135,706
Beginning Fund Balance	163,428	221,160	221,160	221,160
Ending Fund Balance	\$ 221,160	\$ 184,023	\$ 184,023	\$ 356,866
Ending Cash Balance				\$ 368,580

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Student Health Services was established to account for the financial activities of the student health programs at each of the District's three campuses.

**Fund 12, Resource 1070 - Student Health Services**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,292,500	\$ 1,402,993	\$ 1,402,993	\$ 482,900
Expenditures				
Academic Salaries	\$ 142,530	\$ 158,733	\$ 158,733	\$ 42,395
Classified Salaries	453,950	635,138	635,138	163,563
Employee Benefits	142,457	182,369	182,369	36,206
Materials & Supplies	107,878	135,886	135,886	19,379
Services	199,639	255,785	255,785	44,034
Capital Outlay	57,108	77,978	77,978	8,190
Total Expenditures	<u>\$ 1,103,562</u>	<u>\$ 1,445,889</u>	<u>\$ 1,445,889</u>	<u>\$ 313,767</u>
Revenues Over (Under) Expenditures	\$ 188,938	\$ (42,896)	\$ (42,896)	\$ 169,133
Beginning Fund Balance	<u>926,366</u>	<u>1,115,304</u>	<u>1,115,304</u>	<u>1,115,304</u>
Ending Fund Balance	<u>\$ 1,115,304</u>	<u>\$ 1,072,408</u>	<u>\$ 1,072,408</u>	<u>\$ 1,284,437</u>
Ending Cash Balance				<u>\$ 1,287,429</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Community Education was established to account for the financial activities of the Community Education Program which serves the community at large by providing not-for-credit classes for personal growth and enrichment.

**Fund 11, Resource 1080 - Community Education**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 821,146	\$ 900,000	\$ 900,000	\$ 394,052
Expenditures				
Academic Salaries	\$ 4,086	\$ 4,258	\$ 4,258	\$ 1,412
Classified Salaries	322,220	297,952	297,952	120,185
Employee Benefits	73,832	69,216	69,216	15,706
Materials & Supplies	12,302	9,750	9,750	2,988
Services	484,048	419,963	419,963	142,483
Capital Outlay	727	0	0	0
Total Expenditures	\$ 897,215	\$ 801,139	\$ 801,139	\$ 282,774
Revenues Over (Under) Expenditures	\$ (76,069)	\$ 98,861	\$ 98,861	\$ 111,278
Beginning Fund Balance	19,478	(56,591)	(56,591)	(56,591)
Ending Fund Balance	\$ (56,591)	\$ 42,270	\$ 42,270	\$ 54,687
Ending Cash Balance				\$ 56,671

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED OCTOBER 31, 2008**

Performance Riverside is used to record the revenues and expenditures associated with Performance Riverside activities.

**Fund 11, Resource 1090 - Performance Riverside**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 793,508	\$ 838,300	\$ 838,300	\$ 387,895
Intrafund Transfer from General Operating (Resource 1000)	193,257	193,257	193,257	48,314
Total Revenues	<u>\$ 986,765</u>	<u>\$ 1,031,557</u>	<u>\$ 1,031,557</u>	<u>\$ 436,209</u>
Expenditures				
Classified Salaries	\$ 327,010	\$ 346,281	\$ 346,281	\$ 97,516
Employee Benefits	103,234	107,572	107,572	22,788
Materials & Supplies	37,378	39,257	39,257	9,446
Services	516,526	528,788	528,788	194,365
Capital Outlay	2,990	3,000	3,000	0
Total Expenditures	<u>\$ 987,138</u>	<u>\$ 1,024,898</u>	<u>\$ 1,024,898</u>	<u>\$ 324,115</u>
Revenues Over (Under) Expenditures	\$ (373)	\$ 6,659	\$ 6,659	\$ 112,094
Beginning Fund Balance	<u>(736,784)</u>	<u>(737,157)</u>	<u>(737,157)</u>	<u>(737,157)</u>
Ending Fund Balance	<u>\$ (737,157)</u>	<u>\$ (730,498)</u>	<u>\$ (730,498)</u>	<u>\$ (625,063)</u>
Ending Cash Balance				<u>\$ (620,603)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Contractor-Operated Bookstore is used to record the revenues and expenditures associated with the District's contract with Barnes and Noble, Inc. to manage the District's bookstore operations.

**Fund 11, Resource 1110 - Contractor-Operated Bookstore**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,027,152	\$ 1,053,008	\$ 1,053,008	\$ 105
Expenditures				
Services	\$ 42,408	\$ 43,750	\$ 43,750	\$ 10,953
Interfund Transfer to				
Food Services (Resource 3200)	676,930	676,930	676,930	144,232
Intrafund Transfer to				
General Operating (Resource 1000)	150,000	390,000	390,000	0
Total Expenditures	\$ 869,338	\$ 1,110,680	\$ 1,110,680	\$ 155,185
Revenues Over (Under) Expenditures	\$ 157,814	\$ (57,672)	\$ (57,672)	\$ (155,080)
Beginning Fund Balance	36,727	194,541	194,541	194,541
Ending Fund Balance	\$ 194,541	\$ 136,869	\$ 136,869	\$ 39,461
Ending Cash Balance				\$ 39,461

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED OCTOBER 31, 2008**

Customized Solutions is used to record the revenues and expenditures associated with customized training programs offered to local businesses and their employees.

**Fund 11, Resource 1170 - Customized Solutions**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 272,013	\$ 285,947	\$ 285,947	\$ 23,742
Intrafund Transfer from General Operating (Resource 1000)	0	173,470	173,470	0
Total Revenue	<u>\$ 272,013</u>	<u>\$ 459,417</u>	<u>\$ 459,417</u>	<u>\$ 23,742</u>
Expenditures				
Academic Salaries	\$ 400	\$ 4,247	\$ 4,247	\$ 0
Classified Salaries	92,349	101,131	101,131	26,215
Employee Benefits	29,260	34,000	34,000	6,149
Materials & Supplies	4,919	17,179	17,179	1,086
Services	157,418	181,416	181,416	16,066
Total Expenditures	<u>\$ 284,346</u>	<u>\$ 337,973</u>	<u>\$ 337,973</u>	<u>\$ 49,516</u>
Revenues Over (Under) Expenditures	\$ (12,333)	\$ 121,444	\$ 121,444	\$ (25,774)
Beginning Fund Balance	<u>153,482</u>	<u>141,149</u>	<u>141,149</u>	<u>141,149</u>
Ending Fund Balance	<u>\$ 141,149</u>	<u>\$ 262,593</u>	<u>\$ 262,593</u>	<u>\$ 115,375</u>
Ending Cash Balance				<u>\$ 116,146</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Redevelopment Pass-Through receives a portion of tax increment revenues from various redevelopment projects within the boundaries of the District. Currently, expenditures are restricted to capital projects located in the redevelopment project areas generating the tax increment revenues.

**Fund 12, Resource 1180 - Redevelopment Pass-Through**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,691,537	\$ 1,701,005	\$ 1,701,005	\$ 53,180
Expenditures				
Services	\$ 145,269	\$ 157,450	\$ 157,450	\$ 41,781
Total Expenditures	\$ 145,269	\$ 157,450	\$ 157,450	\$ 41,781
Revenues Over (Under) Expenditures	\$ 1,546,268	\$ 1,543,555	\$ 1,543,555	\$ 11,399
Beginning Fund Balance	4,113,148	5,659,416	5,659,416	5,659,416
Ending Fund Balance	\$ 5,659,416	\$ 7,202,971	\$ 7,202,971	\$ 5,670,815
Ending Cash Balance				\$ 4,879,245



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Grants and Categorical Programs is used to account for financial activity for each of the District's grant and categorical programs.

**Fund 12, Resource 1190 - Grants and Categorical Programs**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 19,161,781	\$ 32,207,206	\$ 32,207,206	\$ 9,977,745
Intrafund Transfers from				
General Operating (Resource 1000)				
For DSP&S	665,157	665,157	665,157	166,289
For Federal Work Study	187,408	189,249	189,249	35,285
For Instructional Equipment	87,243	96,230	96,230	24,057
Total Revenues	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 33,157,842</u>	<u>\$ 10,203,376</u>
Expenditures				
Academic Salaries	\$ 3,723,184	\$ 4,419,937	\$ 4,419,937	\$ 1,146,870
Classified Salaries	6,775,599	7,803,840	7,821,113	2,352,929
Employee Benefits	2,888,546	4,059,406	4,057,794	684,802
Materials & Supplies	1,521,925	2,150,384	2,134,773	214,167
Services	3,059,959	12,413,311	12,402,761	3,153,807
Capital Outlay	1,781,586	1,858,948	1,869,448	368,311
Scholarships	25,500	29,612	29,612	0
Student Grants (Financial, Book, Meal, Transportation)	325,290	422,404	422,404	151,994
Total Expenditures	<u>\$ 20,101,589</u>	<u>\$ 33,157,842</u>	<u>\$ 33,157,842</u>	<u>\$ 8,072,880</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 2,130,496
Beginning Fund Balance	0	0	0	0
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 2,130,496</u>
Ending Cash Balance				<u>\$ 1,790,815</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Food Services is used to account for the financial activities for all food service operations in District facilities, except for the Culinary Academy on Spruce Street. It is intended to be self-sustaining.

**Fund 32, Resource 3200 - Food Services**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenue	\$ 1,228,622	\$ 1,250,621	\$ 1,250,621	\$ 310,898
Interfund Transfers from Contractor-Operated Bookstore (Resource 1110)	676,930	676,930	676,930	144,232
Total Revenues	<u>\$ 1,905,552</u>	<u>\$ 1,927,551</u>	<u>\$ 1,927,551</u>	<u>\$ 455,130</u>
Expenditures				
Classified Salaries	\$ 633,539	\$ 708,826	\$ 708,826	\$ 187,949
Employee Benefits	249,399	308,436	308,436	53,155
Materials & Supplies	690,252	631,832	631,832	155,883
Services	267,476	262,536	262,536	95,550
Capital Outlay	7,333	59,719	59,719	23,238
Total Expenditures	<u>\$ 1,847,999</u>	<u>\$ 1,971,349</u>	<u>\$ 1,971,349</u>	<u>\$ 515,775</u>
Revenues Over (Under) Expenditures	\$ 57,553	\$ (43,798)	\$ (43,798)	\$ (60,645)
Beginning Fund Balance	101,741	159,294	159,294	159,294
Ending Fund Balance	<u>\$ 159,294</u>	<u>\$ 115,496</u>	<u>\$ 115,496</u>	<u>\$ 98,649</u>
Ending Cash Balance				<u>\$ 88,196</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED OCTOBER 31, 2008**

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

**Fund 33, Resource 3300 - Child Care**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,370,429	\$ 1,406,754	\$ 1,406,754	\$ 428,879
Interfund Transfer from General Operating (Resource 1000)	240,000	365,000	365,000	115,000
Total Revenues	<u>\$ 1,610,429</u>	<u>\$ 1,771,754</u>	<u>\$ 1,771,754</u>	<u>\$ 543,879</u>
Expenditures				
Academic Salaries	\$ 1,059,756	\$ 973,619	\$ 973,619	\$ 285,205
Classified Salaries	272,326	329,737	329,737	88,387
Employee Benefits	210,918	260,380	260,380	49,260
Materials & Supplies	64,224	77,094	77,094	18,628
Services	66,001	78,959	78,959	25,852
Capital Outlay	0	19,758	19,758	0
Total Expenditures	<u>\$ 1,673,225</u>	<u>\$ 1,739,547</u>	<u>\$ 1,739,547</u>	<u>\$ 467,332</u>
Revenues Over (Under) Expenditures	\$ (62,796)	\$ 32,207	\$ 32,207	\$ 76,547
Beginning Fund Balance	125,141	62,345	62,345	62,345
Ending Fund Balance	<u>\$ 62,345</u>	<u>\$ 94,552</u>	<u>\$ 94,552</u>	<u>\$ 138,892</u>
Ending Cash Balance				<u>\$ 146,742</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

State Construction & Scheduled Maintenance was established to account for the financial activities of State-approved construction and maintenance projects. The funding sources are state funds and matching funds for Scheduled Maintenance from the District's General Obligation Bond Funded Capital Outlay Projects (Resource 4160).

**Fund 41, Resource 4100 - State Construction & Scheduled Maintenance**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 7,333,545	\$ 12,151,766	\$ 12,151,766	\$ 269,640
Intrafund Transfer from General Obligation Bond Funded Projects (Resource 4160)	<u>252,824</u>	<u>485,338</u>	<u>485,338</u>	<u>121,335</u>
Total Revenues	<u>\$ 7,586,369</u>	<u>\$ 12,637,104</u>	<u>\$ 12,637,104</u>	<u>\$ 390,975</u>
Expenditures				
Materials & Supplies	\$ 9,569	\$ 0	\$ 0	\$ 0
Services	17,808	45,256	45,256	10,742
Capital Outlay	<u>8,730,194</u>	<u>13,144,566</u>	<u>13,144,566</u>	<u>2,761,452</u>
Total Expenditures	<u>\$ 8,757,571</u>	<u>\$ 13,189,822</u>	<u>\$ 13,189,822</u>	<u>\$ 2,772,194</u>
Revenues Over (Under) Expenditures	\$ (1,171,202)	\$ (552,718)	\$ (552,718)	\$ (2,381,219)
Beginning Fund Balance	<u>1,723,920</u>	<u>552,718</u>	<u>552,718</u>	<u>552,718</u>
Ending Fund Balance	<u>\$ 552,718</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (1,828,501)</u>
Ending Cash Balance				<u>\$ (2,031,875)</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED OCTOBER 31, 2008**

Child Development Center Capital was established to account for the construction and expansion of the District's childcare facilities.

**Fund 41, Resource 4110 - Child Development Center Capital**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 2,396	\$ 1,000	\$ 1,000	\$ 38
Expenditures				
Capital Outlay	\$ 0	\$ 54,140	\$ 54,140	\$ 0
Total Expenditures	\$ 0	\$ 54,140	\$ 54,140	\$ 0
Revenues Over (Under) Expenditures	\$ 2,396	\$ (53,140)	\$ (53,140)	\$ 38
Beginning Fund Balance	50,744	53,140	53,140	53,140
Ending Fund Balance	<u>\$ 53,140</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 53,178</u>
Ending Cash Balance				<u>\$ 53,178</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Non-State Funded Capital Outlay Projects was established to account for financial activities related to the acquisition or construction of major capital projects that are funded from non-state revenue sources.

**Fund 41, Resource 4120 - Non-State Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 5	\$ 1,115,681	\$ 1,115,681	\$ 0
Expenditures				
Capital Outlay	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Total Expenditures	\$ 0	\$ 1,115,676	\$ 1,115,676	\$ 0
Revenues Over (Under) Expenditures	\$ 5	\$ 5	\$ 5	\$ 0
Beginning Fund Balance	528	533	533	533
Ending Fund Balance	<u>\$ 533</u>	<u>\$ 538</u>	<u>\$ 538</u>	<u>\$ 533</u>
Ending Cash Balance				<u>\$ 533</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

La Sierra Capital is used to account for the revenues and expenses associated with the District's La Sierra Property.

**Fund 41, Resource 4130 - La Sierra Capital**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 539,197	\$ 539,000	\$ 539,000	\$ 7,935
Expenditures				
Services	\$ 270	\$ 10,000	\$ 10,000	\$ 1,500
Capital Outlay	35,628	1,652,402	1,652,402	275
Total Expenditures	\$ 35,898	\$ 1,662,402	\$ 1,662,402	\$ 1,775
Revenues Over (Under) Expenditures	\$ 503,299	\$ (1,123,402)	\$ (1,123,402)	\$ 6,160
Beginning Fund Balance	11,540,445	12,043,744	12,043,744	12,043,744
Ending Fund Balance	<u>\$ 12,043,744</u>	<u>\$ 10,920,342</u>	<u>\$ 10,920,342</u>	<u>\$ 12,049,904</u>
Ending Cash Balance				<u>\$ 11,259,939</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

General Obligation Bond Funded Capital Outlay Projects was established to account for General Obligation Bond proceeds and financial activities related to Board approved Measure C projects.

**Fund 41, Resource 4160 - General Obligation Bond Funded Capital Outlay Projects**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,632,967	\$ 2,072,500	\$ 2,072,500	\$ 69,041
Expenditures				
Classified Salaries	\$ 49,634	\$ 146,939	\$ 146,939	\$ 17,376
Employee Benefits	23,116	58,664	58,664	4,967
Materials & Supplies	19,793	6,841	6,841	2,619
Services	1,054,926	204,473	204,473	70,094
Capital Outlay	17,317,073	71,242,082	71,242,082	4,682,150
Intrafund Transfers to:				
State Construction (Resource 4100)	252,824	485,338	485,338	121,334
Total Expenditures	\$ 18,717,366	\$ 72,144,337	\$ 72,144,337	\$ 4,898,540
Revenues Over (Under) Expenditures	\$ (14,084,399)	\$ (70,071,837)	\$ (70,071,837)	\$ (4,829,499)
Beginning Fund Balance	100,571,640	86,487,241	86,487,241	86,487,241
Ending Fund Balance	\$ 86,487,241	\$ 16,415,404	\$ 16,415,404	\$ 81,657,742
Ending Cash Balance				\$ 81,905,921



**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Health and Liability Self-Insurance is used to account for the revenues and expenditures of the District's health and liability self-insurance programs.

**Fund 61, Resource 6100 - Health and Liability Self-Insurance**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 4,839,245	\$ 4,676,689	\$ 4,676,689	\$ 1,568,288
Interfund transfer from General Operating (Resource 1000)	250,000	250,000	250,000	62,500
Total Revenue	<u>\$ 5,089,245</u>	<u>\$ 4,926,689</u>	<u>\$ 4,926,689</u>	<u>\$ 1,630,788</u>
Expenditures				
Classified Salaries	\$ 163,830	\$ 164,156	\$ 164,156	\$ 54,802
Employee Benefits	56,401	59,635	59,635	12,984
Materials & Supplies	4,618	7,400	7,400	457
Services	4,880,701	4,728,603	4,728,603	1,641,464
Capital Outlay	33,139	40,000	40,000	0
Total Expenditures	<u>\$ 5,138,689</u>	<u>\$ 4,999,794</u>	<u>\$ 4,999,794</u>	<u>\$ 1,709,707</u>
Revenues Over (Under) Expenditures	\$ (49,444)	\$ (73,105)	\$ (73,105)	\$ (78,919)
Beginning Fund Balance	<u>3,039,829</u>	<u>2,990,385</u>	<u>2,990,385</u>	<u>2,990,385</u>
Ending Fund Balance	<u>\$ 2,990,385</u>	<u>\$ 2,917,280</u>	<u>\$ 2,917,280</u>	<u>\$ 2,911,466</u>
Ending Cash Balance				<u>\$ 4,598,831</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Workers' Compensation Self-Insurance is used to account for the revenues and expenditures of the District's workers compensation self-insurance program.

**Fund 61, Resource 6110 - Workers' Compensation Self-Insurance**

	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 1,533,388	\$ 1,576,000	\$ 1,576,000	\$ 473,174
Expenditures				
Classified Salaries	\$ 71,732	\$ 75,732	\$ 75,732	\$ 26,790
Employee Benefits	27,364	28,017	28,017	6,154
Materials & Supplies	0	620	620	0
Services	1,092,735	1,444,980	1,444,980	498,939
Capital Outlay	0	0	0	0
Total Expenditures	\$ 1,191,831	\$ 1,549,349	\$ 1,549,349	\$ 531,883
Revenues Over (Under) Expenditures	\$ 341,557	\$ 26,651	\$ 26,651	\$ (58,709)
Beginning Fund Balance	679,442	1,020,999	1,020,999	1,020,999
Ending Fund Balance	\$ 1,020,999	\$ 1,047,650	\$ 1,047,650	\$ 962,290
Ending Cash Balance				\$ 2,580,597

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Associated Students of RCC is used to record the financial transactions of the student government, college clubs, and organizations of the district. Revenue includes student activity fees, interest income, pay phone commissions and athletic ticket sales.

	<u>Associated Students of RCC</u>			
	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 664,684</u>	<u>\$ 619,935</u>	<u>\$ 619,935</u>	<u>\$ 281,876</u>
Expenditures				
Materials & Supplies	<u>\$ 552,708</u>	<u>\$ 619,935</u>	<u>\$ 619,935</u>	<u>\$ 369,037</u>
Total Expenditures	<u>\$ 552,708</u>	<u>\$ 619,935</u>	<u>\$ 619,935</u>	<u>\$ 369,037</u>
Revenues Over (Under) Expenditures	\$ 111,976	\$ 0	\$ 0	\$ (87,161)
Beginning Fund Balance	<u>1,090,183</u>	<u>1,202,159</u>	<u>1,202,159</u>	<u>1,202,159</u>
Ending Fund Balance	<u><u>\$ 1,202,159</u></u>	<u><u>\$ 1,202,159</u></u>	<u><u>\$ 1,202,159</u></u>	<u><u>\$ 1,114,998</u></u>
Ending Cash Balance				<u><u>\$ 2,106,877</u></u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

Student Financial Aid is used to record financial transactions for scholarships given to students from the federal Pell and FSEOG grant programs as well as the State's Cal Grant program.

	<u>Student Financial Aid</u>			
	Prior Year Actuals 7-1-07 to 6-30-08	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 3,882,992</u>
Expenditures				
Other				
Scholarships and Grant Reimbursements	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 3,214,828</u>
Total Expenditures	<u>\$ 18,458,245</u>	<u>\$ 18,853,167</u>	<u>\$ 18,853,167</u>	<u>\$ 3,214,828</u>
Revenues Over (Under) Expenditures	\$ 0	\$ 0	\$ 0	\$ 668,164
Beginning Fund Balance	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 668,164</u>
Ending Cash Balance				<u>\$ 650,122</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 MONTHLY FINANCIAL REPORT  
 FOR THE PERIOD ENDED OCTOBER 31, 2008**

RCCD Development Corporation is used to account for financial transactions related to the development corporation. This corporation currently has very little activity but remains operational should the District need to use it for future transactions related to property development. Revenues consist of interest income. Expenses are for tax filing fees paid to the state.

**RCCD Development Corporation**

	Prior Year Actuals <u>7-1-07 to 6-30-08</u>	Adopted Budget	Revised Budget	Year to Date Activity
Revenues	\$ 8	\$ 0	\$ 0	\$ 3
Expenditures				
Services	\$ 0	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0
Revenues Over (Under) Expenditures	\$ 8	\$ 0	\$ 0	\$ 3
Beginning Fund Balance	<u>16,244</u>	<u>16,252</u>	<u>16,252</u>	<u>16,252</u>
Ending Fund Balance	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,252</u>	<u>\$ 16,255</u>
Ending Cash Balance				<u>\$ 16,255</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: November 18, 2008

Subject: Measure C Project Commitments Summary Report

Background: Attached for the Board's review and information is a report on Measure C general obligation bond financial activity through the period ended October 31, 2008. The report presents financial information relative to each series issuance, as well as completed, in-progress, and proposed Measure C projects.

Information Only.

Irving G. Hendrick  
Interim Chancellor

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

**Riverside Community College District  
Measure C - Project Commitments Summary  
as of October 31, 2008**

**Series A, Series B, Series A Refunding, Series 2007 C**

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**Proceeds/Income**

Series A and B Proceeds	\$	65,000,000	
Series A and B Premium		3,024,641	
Series A Refunding Premium		8,388,956	
Series 2007 C Proceeds		90,000,000	
Series 2007 C Premium		2,816,967	
FY 2004-2005 Interest Income		1,030,586	
FY 2005-2006 Interest Income		1,726,681	
FY 2006-2007 Interest Income		1,449,144	
FY 2006-2007 Energy Rebates - Utility Retrofit Project		159,498	
FY 2007-2008 Interest Income		4,410,239	
FY 2007-2008 Energy Rebates - Utility Retrofit Project		222,728	
FY 2008-2009 Projected Interest Income		2,062,500	
FY 2008-2009 Energy Rebates - Utility Retrofit Project		<u>10,000</u>	
Total Proceeds/Income			180,301,940

**Project Commitments / Proposed Projects**

Completed Projects	\$	55,378,118	
In-Progress Projects		<u>110,051,807</u>	
Total Project Commitments			<u>165,429,925</u>
Uncommitted Balance - Measure C funds			<u>\$ 14,872,015</u>

**Riverside Community College District  
Measure C - Project Commitments Summary  
Through October 31, 2008**

Project	Project Funding Source					Actual Measure C Expenditures thru 10/31/08
	Board Approved Measure C Project Funding	Estimated Additional Funding Needed	Actual and Projected State Funding	Total Estimated Project Funding		
<b>Completed</b>						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ 12,492,085	\$ -	12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	4,860,905	-	4,860,905
Bridge Space	1,175,132	-	-	1,175,132	-	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	349,000	-	349,000
MLK Renovation	1,010,614	-	5,133,999 a	6,144,613	-	1,010,614
Room Renovations - Norco	100,020	-	-	100,020	-	100,019
Swing Space	4,273,734	-	-	4,273,734	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435	-	4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896	-	20,939,874
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919	-	286,227
RCCD System Office Purchase	2,629,981	-	-	2,629,981	-	2,629,981
Emergency Phone Project	379,717	-	-	379,717	-	379,717
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384	-	1,439,077
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296	-	869,848
<b>Total Completed Projects</b>	<b>\$ 55,378,118</b>	<b>\$ -</b>	<b>\$ 5,133,999</b>	<b>\$ 60,512,117</b>	<b>\$ -</b>	<b>\$ 55,322,648</b>
<b>In-Progress or Initial Phase</b>						
Phase II - Wheelock PE Complex	\$ 190,631	\$ -	\$ -	\$ 190,631	\$ -	190,631
Physical/Life Science Secondary Effects	32,500	-	-	-	-	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	1,032,044	-	944,134
Quad Modernization	8,920,992	-	4,019,766 a	12,940,758	-	8,858,118
Phase III - Norco Industrial Technology Facility Project	10,147,826	-	20,484,000 a	30,631,826	-	2,823,192
Phase III - MV/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282	-	645,284
Stokoe Innovative Learning Center	7,653,605	-	2,444,632 a	10,098,237	-	6,378,887
Nursing/Sciences Building - Riverside	25,850,533	-	59,308,000 p	85,158,533	-	3,258,170
Future Projects - Feasibility/Planning/Management	811,108	723,602	-	1,534,710	-	548,879
Scheduled Maintenance Match	1,370,765	-	2,140,534 s	3,511,299	-	1,006,762
Food Services Remodel - Riverside/Moreno Valley	4,545,268	-	-	4,545,268	-	813,601
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451	-	484,415
Utility Retrofit Project	6,185,920	600,000	-	6,785,920	-	6,133,827
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327	-	112,744
Modular Redistribution Projects (All campuses and BCTC)	10,210,988	-	-	10,210,988	-	6,825,102
PBX/Network Operations Center - Riv/Norco/MoVal	625,550	4,144,450	-	4,770,000	-	481,459
Student Support Center - Norco	19,994,500	-	-	19,994,500	-	911,928
Logic Domain - Capital Project Management System	96,000	-	-	96,000	-	83,500
Aquatics Center - Riverside	5,000,000	9,031,125 d	-	14,031,125	-	253,664
Soccer Field / Artificial Turf - Norco	4,616,480	-	-	4,616,480	-	438,459
Bradshaw Building Electrical Project	500,000	-	-	500,000	-	101,667
<b>Total In-Progress or Initial Phase Projects</b>	<b>\$ 110,051,807</b>	<b>\$ 18,554,415</b>	<b>\$ 102,794,656</b>	<b>\$ 231,368,378</b>	<b>\$ -</b>	<b>\$ 41,326,923</b>
<b>Total Projects</b>	<b>\$ 165,429,925</b>	<b>\$ 18,554,415</b>	<b>\$ 107,928,655</b>	<b>\$ 291,880,495</b>	<b>\$ -</b>	<b>\$ 96,649,571</b>

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

d \$1,750,000 Riverside County; \$3,000,000 Riverside City; \$4,281,125 private donations



**Riverside Community College District**  
**Measure C - Project Commitments Summary - By Location**  
**Through October 31, 2008**

<u>Project</u>	<u>Location</u>				<b>Board Approved Measure C Project Funding</b>
	<u>District</u>	<u>Riverside</u>	<u>Norco</u>	<u>Moreno Valley</u>	
<b><u>Completed</u></b>					
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ -	\$ 12,492,085
GO Bond Issuance Related Expenditures	4,860,905	-	-	-	4,860,905
Bridge Space	69,911	404,183	359,401	341,637	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	-	349,000
MLK Renovation	-	1,010,614	-	-	1,010,614
Room Renovations - Norco	-	-	100,020	-	100,020
Swing Space	-	4,273,734	-	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	-	4,516,435	-	-	4,516,435
Phase I - Parking Structure - Riverside	-	20,949,896	-	-	20,949,896
ECS Secondary Effects - Moreno Valley	-	-	-	288,919	288,919
RCCD System Office Purchase	2,629,981	-	-	-	2,629,981
Emergency Phone Project	10,000	178,626	102,773	88,318	379,717
Long Range Master Plan - Riv/Norco/MoVal	-	807,532	362,867	289,985	1,460,384
Hot Water Loop System & Boiler Repl. - Moreno Valley	-	-	-	891,296	891,296
Total Completed Projects	<u>\$ 20,411,882</u>	<u>\$ 32,141,020</u>	<u>\$ 925,061</u>	<u>\$ 1,900,155</u>	<u>\$ 55,378,118</u>
<b><u>In-Progress or Initial Phase</u></b>					
Phase II - Wheelock PE Complex	\$ -	\$ 190,631	\$ -	\$ -	\$ 190,631
Physical/Life Science Secondary Effects	-	32,500	-	-	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	-	1,032,044
Quad Modernization	-	8,920,992	-	-	8,920,992
Phase III - Norco Industrial Technology Facility Project	-	-	10,147,826	-	10,147,826
Phase III - MV/Student/Academic Services Facility Project	-	-	-	1,157,320	1,157,320
Stokoe Innovative Learning Center	-	7,653,605	-	-	7,653,605
Nursing/Sciences Building - Riverside	-	25,850,533	-	-	25,850,533
Future Projects - Feasibility/Planning/Management	811,108	-	-	-	811,108
Scheduled Maintenance Match	1,370,765	-	-	-	1,370,765
Food Services Remodel - Riverside/Moreno Valley	-	1,045,268	-	3,500,000	4,545,268
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	-	484,451
Utility Retrofit Project	-	3,210,016	1,587,401	1,388,503	6,185,920
ECS Building Upgrade Project - Moreno Valley/Norco	-	-	373,031	252,296	625,327
Modular Redistribution Projects (All campuses and BCTC)	-	3,334,062	2,079,335	4,797,591	10,210,988
PBX/Network Operations Center - Riv/Norco/MoVal	-	500,000	56,275	69,275	625,550
Student Support Center - Norco	-	-	19,994,500	-	19,994,500
Logic Domain - Capital Project Management System	96,000	-	-	-	96,000
Aquatics Center - Riverside	-	5,000,000	-	-	5,000,000
Soccer Field / Artificial Turf - Norco	-	-	4,616,480	-	4,616,480
Bradshaw Building Electrical Project	-	500,000	-	-	500,000
Total In-Progress or Initial Phase Projects	<u>\$ 3,794,368</u>	<u>\$ 56,237,607</u>	<u>\$ 38,854,848</u>	<u>\$ 11,164,985</u>	<u>\$ 110,051,808</u>
Total Projects	<u>\$ 24,206,250</u>	<u>\$ 88,378,626</u>	<u>\$ 39,779,909</u>	<u>\$ 13,065,140</u>	<u>\$ 165,429,925</u>
Percent of Total	<u>14.63%</u>	<u>53.42%</u>	<u>24.05%</u>	<u>7.90%</u>	<u>100.00%</u>

**Riverside Community College District  
 Measure C - Project Commitments Summary - Future Projects  
 Through October 31, 2008**

	<b>Future Projects - Estimated Measure C Funding Requirements</b>	<b>Actual and Projected State Funding</b>		<b>Total Estimated Project Funding</b>
<b><u>Proposed Projects</u></b>				
ADA Compliance (Riverside, Norco & Moreno Valley)	\$ 6,360,000	\$ -		\$ 6,360,000
Phase II - Wheelock PE Complex - Gymnasium Seismic Retrofit (Riverside)	9,986,125	10,156,000	p	20,142,125
Phase III - Wheelock PE Complex - (Riverside)	5,300,000	-		5,300,000
Physical/Life Science Secondary Effects (Riverside)	<u>4,671,500</u>	<u>25,800,000</u>	p	<u>30,471,500</u>
	<u>\$ 26,317,625</u>	<u>\$ 35,956,000</u>		<u>\$ 62,273,625</u>

p Projected State Construction Act Funding

**Riverside Community College District  
Measure C - Project Commitments - Detail  
Through October 31, 2008**

**Board Approved Measure C Project Funding  
8/3/2004 Through 10/31/08**

**Series A, Series B, Series A Refunding, Series 2007 C Projects**

**Completed**

Certificates of Participation (1993 & 2001) - Refunding		\$ 12,492,085
Cost of Issuance - all series	2,836,265	
Debt Service - all series	1,926,402	
Measure C Election Costs	98,238	
Total Issuance Related Expenditures		4,860,905
Bridge Space - Moreno Valley Campus	341,637	
Bridge Space - Norco Campus	359,401	
Bridge Space - RCCD System Office	69,911	
Bridge Space - Riverside Campus	404,183	
Total Bridge Space		1,175,132
District Phone and Voicemail Upgrades		349,000
MLK Renovation - Equipment	646,479	
MLK Renovation- Planning and Working Drawings	101,883	
MLK Renovation - Roof Repair	262,252	
Total MLK Renovation		1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	27,088	
Norco - Library Building Room 123 Remodel Project	10,121	
Norco - Student Services Building, Room 107 Remodel Project	41,480	
Norco - Theater Room 203 Remodel Project	13,107	
Norco - Center for Applied Competitive Technology Remodel Project	8,224	
Total Norco Campus Room Renovations		100,020
Swing Space - Administration Building Remodel	186,100	
Swing Space - Lovekin Complex	3,958,309	
Swing Space - Business Education Building Remodel	129,325	
Total Swing Space		4,273,734
Phase I - Wheelock PE Complex/Athletic Field		4,516,435
Phase I - Parking Structure (Riverside)		20,949,896
ECS Secondary Effects - Moreno Valley		288,919
RCCD System Office Purchase (Heiting Building)		2,629,981
Emergency Phone Installation		
District	10,000	
Riverside Campus	178,626	
Norco Campus	102,773	
Moreno Valley Campus	88,318	
Total Emergency Phone Installation Project		379,717
Long Range Master Plan		1,460,384
Hot Water Loop System - Moreno Valley		891,296
Total Completed Projects		\$ 55,378,118

**In-Progress or Initial Phase**

Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)		190,631
Physical / Life Science Secondary Effects		32,500
District Computer Systems Upgrades	126,990	
Computer System Hardware	755,054	
District Network Upgrades	150,000	
Total District Computer/Network Ugrades		1,032,044
Quad Modernization - Building Project	5,867,744	
Quad Modernization - Equipment Project	2,563,000	
Quad Modernization - Planning and Working Drawings	490,248	
Total Quad Modernization		8,920,992
Phase III - Norco (Planning and Working Drawings)		10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)		1,157,320
Innovative Learning Center		7,653,605
Nursing/Sciences Building (Planning and Working Drawings)		25,850,533

**Riverside Community College District  
Measure C - Project Commitments - Detail  
Through October 31, 2008**

**Board Approved Measure C Project Funding**

<u>Series A, Series B, Series A Refunding, Series 2007 C Projects</u>	<u>8/3/2004 Through 10/31/08</u>	
Future Projects - Feasibility/Planning/Management		811,108
Scheduled Maintenance		1,370,765
Food Services Remodel		
Riverside Campus	1,045,268	
Moreno Valley Campus	3,500,000	
Total Food Services Remodel		4,545,268
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	69,720	
Facilities Assessment	11,131	
Coordination	53,200	
Electrical / Fire Alarm	111,700	
Total Infrastructure Projects		484,451
Utility Retrofit Project		
Riverside Campus	3,210,016	
Norco Campus	1,587,401	
Moreno Valley Campus	1,388,503	
Total Utility Retrofit Project		6,185,920
ECS Building Upgrade Project - Norco	373,031	
ECS Building Upgrade Project - Moreno Valley	252,296	
Total ECS Building Upgrade		625,327
Modular Redistribution Project		
Norco Campus (project completed)	2,079,335	
Moreno Valley Campus	4,613,928	
Ben Clark (project completed)	183,663	
Riverside Campus	3,334,062	
Total Modular Redistribution Project		10,210,988
Riverside - PBX Network Operations Center	500,000	
Norco - PBX Network Operations Center	56,275	
Moreno Valley - PBX Network Operations Center	69,275	
Total PBX Network Operations		625,550
Norco Campus Student Support Center		19,994,500
Logic Domain - Capital Project		96,000
Riverside Aquatics Project		5,000,000
Norco Soccer Field		4,616,480
Bradshaw Building - Electrical Project		500,000
Total In-Progress or Initial Phase Projects		<u>110,051,807</u>
Total Series A, Series B, Series A Refunding and Series 2007 C Projects		<u>\$ 165,429,925</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-3

Date: November 18, 2008

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended  
September 30, 2008

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. The CCFS-311Q compares actual information for the prior three fiscal years to projected information for the current fiscal year. To maintain comparability from year-to-year, the adopted budget has been reported on the FY 2008-2009 CCFS-311Q for the quarter ended September 30, 2008. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted  
Resource 1080 – Community Education  
Resource 1090 – Performance Riverside  
Resource 1110 – Bookstore (Contractor Operated)  
Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking  
Resource 1070 – Student Health  
Resource 1180 – Redevelopment Pass-Through  
Resource 1190 – Grants and Categorical Programs

Information Only.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA**

**CHANGE THE PERIOD** ▾

Fiscal Year: 2008-2009  
Quarter Ended: (Q1) Sep 30, 2008

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** James L. Buysse

**CBO Phone:** 951-222-8047

**CBO Signature:** 

**Date Signed:** 11/3/08

**Chief Executive Officer Name:** Irving G. Hendrick

**CEO Signature:** 

**Date Signed:** 11/03/08

**Electronic Cert Date:** 11/03/2008

**District Contact Person**

**Name:** Aaron S. Brown

**Title:** Associate Vice Chancellor,  
Finance

**Telephone:** 951-222-8789

**Fax:** 951-222-8022

**E-Mail:** Aaron.Brown@rcc.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511  
Send questions to Kuldeep Kaur, (916) 327-6818 [kkaur@ccccc.edu](mailto:kkaur@ccccc.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

District: (960) RIVERSIDE

CHANGE THE PERIOD ▾

Fiscal Year: 2008-2009

Quarter Ended: (Q1) Sep 30, 2008

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	119,560,718	136,328,169	140,056,553	147,364,597
A.2	Other Financing Sources (Object 8900)	-429,132	-965,504	-930,061	-944,036
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	119,131,586	135,362,665	139,126,492	146,420,561
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	118,163,127	128,975,161	137,207,962	151,651,614
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,076,930	976,930	1,166,930	1,291,930
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	119,240,057	129,952,091	138,374,892	152,943,544
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	-108,471	5,410,574	751,600	-6,522,983
D.	<b>Fund Balance, Beginning</b>	12,344,738	12,638,845	18,049,419	18,801,019
D.1	Prior Year Adjustments + (-)	402,578	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	12,747,316	12,638,845	18,049,419	18,801,019
E.	<b>Fund Balance, Ending (C. + D.2)</b>	12,638,845	18,049,419	18,801,019	12,278,036
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.6%	13.9%	13.6%	8%
<b>II. Annualized Attendance FTES:</b>					
G.1	<b>Annualized FTES (excluding apprentice and non-resident)</b>	26,258	23,967	27,526	27,011

**As of the specified quarter ended for each fiscal year**

	2005-06	2006-07	2007-08	2008-2009
<b>III. Total General Fund Cash Balance (Unrestricted and Restricted)</b>				
H.1 Cash, excluding borrowed funds			33,871,337	8,909,101
H.2 Cash, borrowed funds only			0	0
H.3 Total Cash (H.1 + H.2)	21,052,743	27,477,165	33,871,337	8,909,101

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	147,364,597	147,364,597	6,454,079	4.4%
I.2	Other Financing Sources (Object 8900)	-944,036	-944,036	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	146,420,561	146,420,561	6,454,079	4.4%
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	151,651,614	151,651,614	27,419,768	18.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,291,930	1,291,930	210,000	16.3%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	152,943,544	152,943,544	27,629,768	18.1%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-6,522,983	-6,522,983	-21,175,689	
L	Adjusted Fund Balance, Beginning	18,801,019	18,801,019	18,801,019	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	12,278,036	12,278,036	-2,374,670	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8%	8%		

**V. Has the district settled any employee contracts during this quarter?** **NO**

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management	Academic	Permanent	Temporary	Classified
---	------------	----------	-----------	-----------	------------



	Increase	% *	Increase	% *	Increase	% *	Increase	% *
<b>a. SALARIES:</b>								
Year 1:								
Year 2:								
Year 3:								
<b>b. BENEFITS:</b>								
Year 1:								
Year 2:								
Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**  
 This year? **NO**  
 Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-4

Date: November 18, 2008

Subject: Revised FY 2007-2008 CCFS-311 – Annual Financial and Budget Report

Background: At the October 21, 2008 Board meeting, the FY 2007-2008 CCFS-311 – Annual Financial and Budget report was presented for the Board's information. To comply with the California Community Colleges Chancellor's Office instructions issued as a result of the State's delayed budget adoption, the District presented Tentative Budget information in the report.

Now that the Board has adopted the District's FY 2008-2009 budget, the FY 2007-2008 CCFS-311 report has been revised to reflect the District's Adopted Budget. Revised budget information has been included on pages 1, 3, 4, and 6. In addition, page 9, line 613 (Stores, Inventories, and Prepaid items) was corrected to remove \$19,353 of Fund 32 (Food Services) Stores Inventory that had been included in error on the original CCFS-311 report.

Actual Financial Information – FY 2007-2008

Budget Financial Information – FY 2008-2009

Gann Appropriation Limit

Analysis of Net Ending Fund Balance

Analysis of Compliance with the 50 Percent Law

Detail of Unrestricted and Restricted General Fund Revenues

Expenditures by Combined General Fund Activity

Receipt and Expenditure of Lottery Proceeds

Analysis of Interfund Transfers

Information Only.

Irving G. Hendrick  
Interim Chancellor


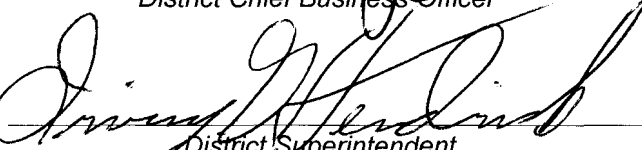
Prepared by: Bill J. Bogle, Jr.  
District Controller

California Community Colleges  
**ANNUAL FINANCIAL AND BUDGET REPORT**  
(Financial Report for Fiscal Year 2007-08)  
(Budget Report for Fiscal Year 2008-09)

District: **Riverside Community College District**

District Code: **960**

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

 _____ District Chief Business Officer	10/30/08 _____ Date
 _____ District Superintendent	11/03/08 _____ Date

**Contact:** Aaron S. Brown  
Name  
Associate Vice-Chancellor, Finance  
Title  
(951) 222-8789      Aaron.Brown@rcc.edu  
Phone Number      Extension      E-Mail

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before **October 10, 2008**. Please submit the report to:

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

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

**Governmental Funds Group**  
**10** General Fund:

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2007-08 Budget Year: 2008-09

**GENERAL FUND**

Description	State Use Only (EDP)	Fund: <u>11</u> UNRESTRICTED SUBFUND		Fund: <u>12</u> RESTRICTED SUBFUND		Fund: <u>10</u> TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100	130,555	125,144	8,054,993	10,941,984	8,185,548	11,067,128
State Revenues	8600	93,385,259	101,181,227	10,452,582	20,172,891	103,837,841	121,354,118
Local Revenues	8800	46,540,739	46,058,226	5,507,175	6,216,829	52,047,914	52,275,055
<b>TOTAL REVENUES</b>	<b>801</b>	<b>140,056,553</b>	<b>147,364,597</b>	<b>24,014,750</b>	<b>37,331,704</b>	<b>164,071,303</b>	<b>184,696,301</b>
<b>EXPENDITURES:</b>							
Academic Salaries	1000	65,584,228	70,433,845	3,865,714	4,578,670	69,449,942	75,012,515
Classified Salaries	2000	29,253,643	32,085,805	8,326,697	9,651,365	37,580,340	41,737,170
Employee Benefits	3000	23,904,330	26,985,192	3,327,692	4,604,669	27,232,022	31,589,861
Supplies and Materials	4000	2,274,926	2,590,606	1,702,627	2,377,455	3,977,553	4,968,061
Other Operating Expenses and Services	5000	13,854,480	17,064,950	3,688,322	13,125,125	17,542,802	30,190,075
Capital Outlay	6000	2,336,355	2,491,216	1,899,779	2,029,518	4,236,134	4,520,734
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>137,207,962</b>	<b>151,651,614</b>	<b>22,810,831</b>	<b>36,366,802</b>	<b>160,018,793</b>	<b>188,018,416</b>
<b>EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>2,848,591</b>	<b>(4,287,017)</b>	<b>1,203,919</b>	<b>964,902</b>	<b>4,052,510</b>	<b>(3,322,115)</b>
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>(930,061)</b>	<b>(944,036)</b>	<b>939,808</b>	<b>950,636</b>	<b>9,747</b>	<b>6,600</b>
<b>OTHER OUTGO</b>	<b>7000</b>	<b>1,166,930</b>	<b>1,291,930</b>	<b>350,790</b>	<b>452,016</b>	<b>1,517,720</b>	<b>1,743,946</b>
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>751,600</b>	<b>(6,522,983)</b>	<b>1,792,937</b>	<b>1,463,522</b>	<b>2,544,537</b>	<b>(5,059,461)</b>
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	18,049,419	18,801,019	5,202,943	6,995,880	23,252,362	25,796,899
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>18,049,419</b>		<b>5,202,943</b>		<b>23,252,362</b>	
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>18,801,019</b>	<b>12,278,036</b>	<b>6,995,880</b>	<b>8,459,402</b>	<b>25,796,899</b>	<b>20,737,438</b>

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

**Governmental Funds Group**  
**20 Debt service Funds:**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2007-08 Budget Year: 2008-09

**DEBT SERVICE FUNDS**

Description	State Use Only (EDP)	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND	Budget (2)	REVENUE BOND INTEREST AND REDEMPTION FUND	Budget (2)	OTHER DEBT SERVICE FUND	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	106,979					
Local Revenues	8800	12,572,491					
<b>TOTAL REVENUES</b>	<b>801</b>	<b>12,679,470</b>					
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802						
Other Incoming Transfers	803	9,575					
<b>TOTAL - OTHER FINANCING SOURCES</b>	<b>808</b>	<b>9,575</b>					
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711	13,261,919					
Debt Interest and Other Service Charges	712						
Transfers (Outgoing) (CA 7300 and 7400)	730						
Reserve for Contingencies	7900						
<b>TOTAL - OTHER OUTGO</b>	<b>708</b>	<b>13,261,919</b>					
<b>NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)</b>	<b>202</b>	<b>(13,252,344)</b>					
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>(572,874)</b>					
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	18,741,502	18,168,628				
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>18,741,502</b>					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>18,168,628</b>	<b>18,168,628</b>				

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

Governmental Funds Group  
30 Special Revenue Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

Special Revenue Funds

Description	State Use Only (EDP)	FUND: 32 CAFETERIA FUND		FUND: 33 CHILD DEVELOPMENT FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			99,496	30,995		
State Revenues	8600			144,445	144,434		
Local Revenues	8800	1,228,622	1,250,621	1,126,487	1,231,325		
<b>TOTAL REVENUES</b>	<b>801</b>	<b>1,228,622</b>	<b>1,250,621</b>	<b>1,370,428</b>	<b>1,406,754</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000			1,059,756	973,619		
Classified Salaries	2000	633,539	708,826	272,326	329,737		
Employee Benefits	3000	249,399	308,436	210,917	260,380		
Supplies and Materials	4000	690,252	631,832	64,224	77,094		
Other Operating Expenses and Services	5000	267,476	262,536	66,001	78,959		
Capital Outlay	6000	7,333	59,719		19,758		
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>1,847,999</b>	<b>1,971,349</b>	<b>1,673,224</b>	<b>1,739,547</b>		
<b>EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(619,377)</b>	<b>(720,728)</b>	<b>(302,796)</b>	<b>(332,793)</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>676,930</b>	<b>676,930</b>	<b>240,000</b>	<b>365,000</b>		
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>57,553</b>	<b>(43,798)</b>	<b>(62,796)</b>	<b>32,207</b>		
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	101,741	159,294	125,141	62,345		
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>101,741</b>		<b>125,141</b>			
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>159,294</b>	<b>115,496</b>	<b>62,345</b>	<b>94,552</b>		

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

Governmental Funds Group  
40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

Capital Projects Funds

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	7,298,445	12,151,766				
Local Revenues	8800	5,209,665	3,728,181				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>12,508,110</b>	<b>15,879,947</b>				
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000	49,634	146,939				
Employee Benefits	3000	23,117	58,664				
Supplies and Materials	4000	29,362	6,841				
Other Operating Expenses and Services	5000	1,073,004	259,729				
Capital Outlay	6000	26,082,895	87,208,866				
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>27,258,012</b>	<b>87,681,039</b>				
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(14,749,902)</b>	<b>(71,801,092)</b>				
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>(14,749,902)</b>	<b>(71,801,092)</b>				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	114,351,575	99,137,376				
Prior Years Adjustments	903	(464,297)					
Adjusted Beginning Balance	<b>904</b>	<b>113,887,278</b>					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>99,137,376</b>	<b>27,336,284</b>				

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

**Proprietary Funds Group**  
**60 Internal Service Funds**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
 For Actual Year: 2007-08 Budget Year: 2008-09

**INTERNAL SERVICE FUNDS**

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>TOTAL INCOME</b>	<b>801</b>	6,372,633	6,252,689				
<b>EXPENDITURES:</b>							
Academic Salaries	1000	71,731					
Classified Salaries	2000	191,194	239,888				
Employee Benefits	3000	56,401	87,652				
Supplies and Materials	4000	4,618	8,020				
Other Operating Expenses and Services	5000	5,973,436	6,173,583				
Capital Outlay	6000	33,140	40,000				
<b>TOTAL EXPENDITURES</b>	<b>501</b>	6,330,520	6,549,143				
<b>NET INCOME / LOSS</b>	<b>201</b>	42,113	(296,454)				
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	250,000	250,000				
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE / (DECREASE) IN RETAINED EARNINGS</b>	<b>901</b>	292,113	(46,454)				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	3,719,271	4,011,384				
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	3,719,271					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	4,011,384	3,964,930				



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

**Fiduciary Funds Group**  
**70 Fiduciary Funds Group**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2007-08 Budget Year: 2008-09

**Fiduciary Funds Group**

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 74 STUDENT FINANCIAL AID TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			16,847,386	17,268,167		
State Revenues	8600			1,610,859	1,585,000		
Local Revenues	8800	664,684	619,935				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>664,684</b>	<b>619,935</b>	<b>18,458,245</b>	<b>18,853,167</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	556,159	619,935				
Capital Outlay	6000						
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>556,159</b>	<b>619,935</b>				
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>108,525</b>		<b>18,458,245</b>	<b>18,853,167</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>	<b>(3,451)</b>		<b>18,458,245</b>	<b>18,853,167</b>		
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>111,976</b>					
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	1,090,183	1,202,159				
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>1,090,183</b>					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>1,202,159</b>	<b>1,202,159</b>				

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

**Gann Appropriation Limit**

**SUPPLEMENTAL DATA**

**Proposition 4: Gann Appropriation Limit**

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

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

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

**Budget Year: 2008-09**

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$171,397,724
Appropriations subject to limit.	12	\$125,565,712
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$97,438,145
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

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

**Analysis of Net Ending Balance**  
**For the General Fund**

**SUPPLEMENTAL DATA**  
 For Actual Year: 2007-08

Description	State Use Only (EDP)	General Fund Total No. S10
<b>A. NET ENDING BALANCE</b>	<b>905</b>	25,796,899
Identify the following legally restricted or Board designated amounts within the net ending balance:		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	60,348
<b>Subtotal B</b>	<b>619</b>	60,348
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	
Local	622	6,995,880
<b>Subtotal C</b>	<b>629</b>	6,995,880
<b>D. Subtotal Reserved (B + C)</b>	<b>675</b>	7,056,228
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
<b>Subtotal E</b>	<b>639</b>	
F. Amounts for district's self-insurance program	<b>649</b>	
G. Amounts for court order payments	<b>659</b>	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	900,000
Other	664	
<b>Subtotal H</b>	<b>669</b>	900,000
<b>I. TOTAL, DESIGNATED AMOUNTS (D through H)</b>	<b>679</b>	7,956,228
<b>J. UNCOMMITTED BALANCE (A less I)</b>	<b>690</b>	17,840,671

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

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

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S11 GENERAL FUND - UNRESTRICTED SUBFUND			
Object Category	State Use Only (EDP)	ECS 84362(a) Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)	ECS 84362(b) Total (AC 0100 - 6799) (2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	52,226,269	52,226,269
Noninstructional Salaries (CA 1200 and 1400)	408		12,532,347
<b>Subtotal Academic Salaries</b>	<b>409</b>	<b>52,226,269</b>	<b>64,758,616</b>
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		25,272,525
Instructional Aides (CA 2200 and 2400)	416	2,185,171	2,185,171
<b>Subtotal Classified Salaries</b>	<b>419</b>	<b>2,185,171</b>	<b>27,457,696</b>
Employee Benefits (CA 3000)	429	10,277,167	23,247,924
Supplies and Materials (CA 4000)	435		2,098,495
Other Operating Expenses and Services (CA 5000)	449	4,739	12,372,273
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		395,970
<b>TOTAL (409 + 419 + 429) and (435 + 449 + 451)</b>	<b>459</b>	<b>64,693,346</b>	<b>130,330,974</b>
Less Exclusions for Current Expense of Education	469		4,768,149
<b>TOTALS for ECS 84362, 50 Percent Law (459 - 469)</b>	<b>470</b>	<b>64,693,346</b>	<b>125,562,825</b>
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	<b>51.52%</b>	<b>100.00%</b>
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		62,781,412
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		62,781,412

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

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**  
For Actual Year: **2007-08**

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Federal Revenues (CA 8100):</b>				
Forest Reserve	8110			
Higher Education Act	8120		3,224,046	3,224,046
Workforce Investment Act	8130		200,353	200,353
Temporary Assistance for Needy Families (TANF)	8140		99,474	99,474
Student Financial Aid	8150	120,144		120,144
Veterans Education	8160	6,293		6,293
Vocational and Technical Education Act (VTEA)	8170		1,752,713	1,752,713
Other Federal Revenues	8190	4,118	2,778,407	2,782,525
<b>TOTAL FEDERAL REVENUES</b>	<b>8100</b>	<b>130,555</b>	<b>8,054,993</b>	<b>8,185,548</b>
<b>State Revenues (CA 8600)</b>				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121			
State General Apportionment	122	88,381,691		88,381,691
Other General Apportionments	123	1,326,956		1,326,956
General Categorical Programs (CA 8620)				
Child Development	124			
Extended Opportunity Programs and Services (EOPS)	125		760,870	760,870
Disabled Students Programs and Services (DSPS)	126		1,814,136	1,814,136
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CaWORKs)	128		569,393	569,393
Telecomm. and Technology Infrastructure Program (TTIP)	129		75,784	75,784
Other General Categorical Programs	130		710,987	710,987
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132			
Other Reimbursable Categorical Programs	133		6,012,918	6,012,918
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	455,185		455,185
Timber Yield Tax	135			
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137	3,216,864	508,494	3,725,358
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690	4,563		4,563
<b>TOTAL STATE REVENUES</b>	<b>8600</b>	<b>93,385,259</b>	<b>10,452,582</b>	<b>103,837,841</b>

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

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**

For Actual Year: 2007-08

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Local Revenues (CA 8800):</b>				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	23,428,321		23,428,321
Tax Allocation, Supplemental Roll	8812	2,795,165		2,795,165
Tax Allocation, Unsecured Roll	8813	1,311,032		1,311,032
Prior Years Taxes	8816	2,945,620		2,945,620
Education Revenue Augmentation Fund (ERAF)	8817	1,849,892		1,849,892
Contributions, Gifts, Grants, and Endowments	8820	117,040	201,214	318,254
Contract Services (CA 8830):				
Contract Instructional Services	140	258,245		258,245
Other Contract Services	141			
Sales and Commissions	8840	1,938,655		1,938,655
Rentals and Leases	8850	93,842	2,240	96,082
Interest and Investment Income	8860	1,309,226	252,662	1,561,888
Student Fees and Charges				
Community Services Classes	8872	815,626		815,626
Dormitory	8873			
Enrollment	8874	7,203,325		7,203,325
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876		1,166,013	1,166,013
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	89,995		89,995
Nonresident Tuition	8880	1,616,232	6,003	1,622,235
Parking Services and Public Transportation	8881		1,532,589	1,532,589
Other Student Fees and Charges	8885	64,088		64,088
Other Local Revenues	8890	704,435	2,346,454	3,050,889
<b>TOTAL LOCAL REVENUES</b>	<b>8800</b>	<b>46,540,739</b>	<b>5,507,175</b>	<b>52,047,914</b>
<b>TOTAL REVENUES (8100 + 8600 + 8800)</b>	<b>801</b>	<b>140,056,553</b>	<b>24,014,750</b>	<b>164,071,303</b>
<b>Other Financing Sources (CA 8900):</b>				
Proceeds of General Fixed Assets	8910	9,747		9,747
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980	(939,808)	939,808	
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>(930,061)</b>	<b>939,808</b>	<b>9,747</b>
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b>899</b>	<b>139,126,492</b>	<b>24,954,558</b>	<b>164,081,050</b>

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2007-08

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100						
Architecture and Environmental Design	0200	61,616					61,616
Environmental Sciences and Technologies	0300						
Biological Sciences	0400	2,780,314		123,197	13,108		2,916,619
Business and Management	0500	3,196,062		5,266	3,906		3,205,234
Communications	0600	849,951		58,227	76,974		985,152
Information Technology	0700	2,398,828		88,020	72,842		2,559,690
Education	0800	6,156,940	1,244	356,965	62,835		6,577,984
Engineering and Industrial Tech.	0900	2,057,602	142	225,067	71,753		2,354,564
Fine and Applied Arts	1000	5,440,058	709	267,862	186,659		5,895,288
Foreign Language	1100	2,262,929		7,125			2,270,054
Health	1200	6,683,793		690,319	289,246		7,663,358
Family and Consumer Sciences	1300	1,238,594		302,684	6,129		1,547,407
Law	1400	112,358					112,358
Humanities (Letters)	1500	9,906,202	19,823	37,328	5,888		9,969,241
Library Science	1600	50,326					50,326
Mathematics	1700	5,908,279	4	14,608			5,922,891
Military Studies	1800						
Physical Sciences	1900	2,316,862		59,890	10,316		2,387,068
Psychology	2000	1,456,506		3,960			1,460,466
Public and Protective Services	2100	2,776,970	5	1,542,308	43,310		4,362,593
Social Sciences	2200	4,905,865		15,035			4,920,900
Commercial Services	3000	1,185,244		57,788	83,997		1,327,029
Interdisciplinary Studies	4900	4,647,650	855	10,245			4,658,750
Instruct. Staff-Retir's Bnfts & Retire. Incents	5900	259,951					259,951
<b>Subtotal - Instructional Activities</b>	<b>599</b>	<b>66,652,900</b>	<b>22,782</b>	<b>3,865,894</b>	<b>926,963</b>		<b>71,468,539</b>

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

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2007-08

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Instruct. Admin. &amp; Instruct. Governance (6000)</b>							
Academic Administration	6010		15,190,992	2,827,396	613,555		18,631,943
Course and Curriculum Development	6020		3,582,505	746,260	53,169		4,381,934
Academic/Faculty Senate	6030						
Other Instruct. Admin. & Instruct. Governance	6090						
<b>Subtotal - Instructional Administration</b>	<b>6000</b>		<b>18,773,497</b>	<b>3,573,656</b>	<b>666,724</b>		<b>23,013,877</b>
<b>Instructional Support Services (6100)</b>							
Learning Center	6110		502,782	4,362			507,144
Library	6120		2,905,279	274,471	162,352		3,342,102
Media	6130		1,064,161	96,018	295,410		1,455,589
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
<b>Subtotal - Instructional Support Services</b>	<b>6100</b>		<b>4,472,222</b>	<b>374,851</b>	<b>457,762</b>		<b>5,304,835</b>
<b>Admissions and Records</b>	<b>6200</b>		<b>3,240,458</b>	<b>492,698</b>	<b>114,053</b>		<b>3,847,209</b>
<b>Student Counseling and Guidance (6300)</b>							
Counseling and Guidance	6310		3,603,378	80,223	1,185		3,684,786
Matriculation and Student Assessment	6320		685,710	78,079	44,014		807,803
Transfer Programs	6330		4,881	18,360	3,986		27,227
Career Guidance	6340						
Other Student Counseling and Guidance	6390						
<b>Subtotal - Student Counseling and Guidance</b>	<b>6300</b>		<b>4,293,969</b>	<b>176,662</b>	<b>49,185</b>		<b>4,519,816</b>

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

\*\* Salaries and Benefits of staff in noninstructional assignments



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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2007-08

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Other Student Services (6400)</b>							
Disabled Students Program & Services (DSPS)	6420		1,661,360	209,273	99,959		1,970,592
Extended Opportunity Prgrams. & Services (EOPS)	6430		742,153	43,863	2,227	283,771	1,072,014
Health Services	6440		767,614	297,244	57,108		1,121,966
Student Personnel Administration	6450		2,175,656	327,763	82,701		2,586,120
Financial Aid Administration	6460		2,019,372	99,435	6,835		2,125,642
Job Placement Services	6470		45,982	1,617			47,599
Veterans Services	6480						
Miscellaneous Student Services	6490						
<b>Subtotal - Other Student Services</b>	<b>6400</b>		7,412,137	979,195	248,830	283,771	8,923,933
<b>Operation and Maintenance of Plant (6500)</b>							
Building Maintenance and Repairs	6510		1,788,730	689,499	374,619		2,852,848
Custodial Services	6530		2,688,142	243,436	34,720		2,966,298
Grounds Maintenance and Repairs	6550		1,696,993	307,371	267,947		2,272,311
Utilities	6570			2,502,073			2,502,073
Other Operation and Maintenance of Plant	6590			166,032			166,032
<b>Subtotal - Operation and Maintenance of Plant</b>	<b>6500</b>		6,173,865	3,908,411	677,286		10,759,562
<b>Planning, Policymaking, and Coordination</b>	<b>6600</b>		2,955,341	987,940	115,352		4,058,633

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

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

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

**SUPPLEMENTAL DATA**  
 For Actual Year: 2007-08

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>General Institutional Support Services (6700)</b>							
Community Relations	6710		1,457,363	306,512	11,079		1,774,954
Fiscal Operations	6720		2,949,154	354,145	20,086		3,323,385
Human Resources Management	6730		1,419,042	549,982	37,172		2,006,196
Noninstrl. Staff Retirees' Bnfts. & Retire. Incents.	6740		548,062				548,062
Staff Development	6750		113,731	59,937			173,668
Staff Diversity	6760		3,164	13,380	673		17,217
Logistical Services	6770		4,217,654	1,838,239	115,414		6,171,307
Management Information Systems	6780		3,603,296	1,307,789	422,264		5,333,349
Other General Institutional Support Services	6790						
<b>Subtotal - General Institutional Support Services (6700)</b>	<b>6700</b>		14,311,466	4,429,984	606,688		19,348,138
<b>Community Svcs. &amp; Economic Develop. (6800)</b>							
Community Recreation	6810		478,296	262,262	5,995		746,553
Community Service Classes	6820		768,795	564,967	10,391		1,344,153
Community Use Facilities	6830		424,758	94,443	7,780		526,981
Economic Development	6840						
Other Community Svcs. & Economic Development	6890						
<b>Subtotal - Community Services (6800)</b>	<b>6800</b>		1,671,849	921,672	24,166		2,617,687

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

\*\* Salaries and Benefits of staff in noninstructional assignments

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

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

**SUPPLEMENTAL DATA**

For Actual Year: 2007-08

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Ancillary Services (6900)</b>							
Bookstores	6910			42,408			42,408
Child Development Centers	6920		39,226	108,482	302		148,010
Farm Operations	6930						
Food Services	6940		55,563		12,452		68,015
Parking	6950		1,393,836	326,149	61,085		1,781,070
Student and Co-curricular Activities	6960		1,318,260	138,458	18,956		1,475,674
Student Housing	6970						
Other Ancillary Services	6990						
<b>Subtotal - Ancillary Services</b>	<b>6900</b>		2,806,885	615,497	92,795		3,515,177
<b>Auxiliary Operations (7000)</b>							
Contract Education	7010		1,009,334	547,286	76,644		1,633,264
Other Auxiliary Operations	7090		465,599	566,678	2,990		1,035,267
<b>Subtotal - Auxiliary Operations</b>	<b>7000</b>		1,474,933	1,113,964	79,634		2,668,531
<b>Physical Property and Related Acquisitions (7100)</b>	<b>7100</b>			79,931	176,696		256,627
<b>Long-Term Debt and Other Financing (7200)</b>							
Long-Term Debt	7210						
Tax Revenue Anticipation Notes	7220						
Other Financing	7290						
<b>Subtotal - Long-Term Debt and Other Financing</b>	<b>7200</b>						
<b>Transfers, Student Aid, and Other Outgo (7300)</b>							
Transfers	7310					1,166,930	1,166,930
Student Aid	7320					67,019	67,019
Other Outgo	7330						
<b>Subtotal - Transfers, Student Aid, and Other Outgo</b>	<b>7300</b>					1,233,949	1,233,949
<b>TOTAL EXPENDITURES and OTHER OUTGO</b>	<b>391</b>	66,652,900	67,609,404	21,520,355	4,236,134	1,517,720	161,536,513

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

\*\* Salaries and Benefits of staff in noninstructional assignments

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

**Receipt and Expenditures of Lottery Proceeds**

**L10 GENERAL FUND**

For Actual Year: 2007-08

Budget Year: 2008-09

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) ( 1 )	Instructional & Institutional Support Activities (6000 - 6700) ( 2 )	Others ( 3 )	Total (Col. 1 thru 3) ( 4 )
1. 06/30/07 Reported Ending Balance	902				
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	<b>904</b>				
<b>Part I. Actual Fiscal Year Data</b>					
4. State Lottery Proceeds:					
a) Cash Received	869A				1,725,520
b) Accrued	860A				1,999,156
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A		3,216,864		3,216,864
6. Supplies and Materials (Object 4000)					
(a) Software	210A	287	495		782
(b) Books, Magazines, & Periodicals	220A	60	13,682		13,742
(c) Instructional Supplies & Materials	230A	486,732	6,556		493,288
(e) Noninstructional Supplies & Materials	240A				
7. Other Oper. Exp. & Services (5000)	400A				
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A				
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	<b>501A</b>	487,079	3,237,597		3,724,676
11. 06/30/08 Balance (lines 3 + 4 - 10)	<b>905A</b>				
<b>Part II. Budget Fiscal Year Data</b>					
12. State Lottery Proceeds (estimated)	869B				3,541,121
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B		3,058,240		3,058,240
14. Supplies & Materials (Object 4000)					
(a) Software	210B	278	619		897
(b) Books, Magazines, & Periodicals	220B	46	12,927		12,973
(c) Instructional Supplies & Materials	230B	462,855	6,156		469,011
(e) Noninstructional Supplies & Materials	240B				
15. Other Oper. Exp. & Services (Object 5000)	400B				
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B				
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	<b>501B</b>	463,179	3,077,942		3,541,121
19. 06/30/09 Projected Balance (add lines 11 + 12 - 18)	<b>905B</b>				

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

**SUPPLEMENTAL DATA**

**Analysis of Interfund Transfers**

For Actual Year: 2007-08

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
32	IN	Cafeteria Fund	676,930	
11	OUT	Unrestricted Subfund		676,930
33	IN	Child Development Fund	220,000	
11	OUT	Unrestricted Subfund		220,000
33	IN	Child Development Fund	20,000	
11	OUT	Unrestricted Subfund		20,000
61	IN	Self-Insurance Fund	250,000	
11	OUT	Unrestricted Subfund		250,000

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

**\*\* Summary Page \*\***

Page: 2

**SUPPLEMENTAL DATA**  
**For Actual Year: 2007-08**

**Analysis of Interfund Transfers**

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
<b>Summary Totals</b>				
<b>Totals</b>			<b>1,166,930</b>	<b>1,166,930</b>
32		Cafeteria Fund	676,930	
11		Unrestricted Subfund		1,166,930
33		Child Development Fund	240,000	
61		Self-Insurance Fund	250,000	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: November 18, 2008

Subject: Agreement with Cal Poly Pomona Foundation, Inc.

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Cal Poly Pomona Foundation, Inc. to provide subcontract services under the National Science Foundation Grant 0802358. These services include technical consultation, articulation, and course curriculum development by providing a fast-track career pathway in supply chain/logistics. The amount funded will be \$287,861.00. The term of the agreement is from November 19, 2008 through June 30, 2011. Funding source: National Science Foundation Grant.

Recommended Action: It is recommended that the Board of Trustees approve the agreement to provide subcontract services, for the term of November 19, 2008 through June 30, 2011, at an amount not to exceed \$287,861.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: John Tillquist  
Dean, Technology and Economic Development

## SUBCONTRACT AGREEMENT

This Agreement, made and entered into by and between CAL POLY POMONA FOUNDATION, an auxiliary organization of California State Polytechnic University, Pomona (CAL POLY POMONA) (herein referred to as THE FOUNDATION or FOUNDATION), and RIVERSIDE COMMUNITY COLLEGE DISTRICT (herein referred to as THE COLLEGE or COLLEGE). The funding for this Agreement is derived from the NSF Grant #0802358 "Goods To Go."

WHEREAS, THE COLLEGE is authorized to collaborate with an entity who is competent to perform the special services required, and WHEREAS, THE FOUNDATION, through individuals employed by CAL POLY POMONA, has the expertise, and experience to perform the duties set out herein. Now therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: THE FOUNDATION shall provide all services as outlined and specified in Exhibit A, consisting of 1 page, attached hereto and by this reference incorporated herein.
2. AUTHORITY - This Agreement is awarded under the authority of the National Science Foundation, Advanced Technology Education program. Federal compliances regulations and agency terms and conditions including OMB Circulars A-110, A-21, and A-133 must be adhered to. Where any of the terms and conditions of the prime agreement conflict with this Agreement, the more restrictive provision(s) will apply. A copy of THE COLLEGE'S award notice National Science Foundation is attached to this agreement as reference to Federal compliance terms and conditions which apply to these funds. The CFDA number associated with these Federal Funds is 47.076
3. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of THE COLLEGE is limited by and contingent upon the availability of funds for THE FOUNDATION'S expenditures. In the event that THE COLLEGE is unable to fulfill its obligation, THE COLLEGE shall immediately notify THE FOUNDATION in writing, and reimburse THE FOUNDATION for all services rendered. This Agreement shall be deemed terminated per the terms of Paragraph 9 and have no further force.
  - 3.1 This Agreement shall be effective as of November 19, 2008 and continue in effect through June 30, 2011.
4. PRINCIPAL INVESTIGATOR: PROJECT shall be under the supervision of Dr. Abolhassan Halati, California State Polytechnic University, Pomona, who shall serve as Principal Investigator. If for any reason the Principal Investigator shall be unable to continue to serve and a successor acceptable to both parties is not available, this AGREEMENT shall be terminated as hereafter provided.
5. INDEPENDENT PARTIES: For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. The COLLEGE and THE FOUNDATION are independent business entities and



neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.

6. INDEMNIFICATION:

- (a) The COLLEGE shall indemnify, defend and hold harmless the State of California, the Trustees of the California State University, California State Polytechnic University, Pomona (UNIVERSITY), Cal Poly Pomona Foundation, Inc., their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the COLLEGE'S performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the UNIVERSITY or FOUNDATION.
- (b) The FOUNDATION shall indemnify, defend, and hold harmless the COLLEGE, its officers, agents and employees against all claims, demands, suits, judgments, expenses and costs, if any, arising from or relating to THE FOUNDATION'S, Principal Investigator's, and CAL POLY POMONA's solely negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance under this AGREEMENT.

7. INSURANCE: THE FOUNDATION shall maintain, in full force and effect Workers' Compensation Insurance in accordance with the laws of the State of California, and, General Liability Insurance in the amounts of \$1,000,000 per single incident and \$3,000,000 in the aggregate. Proof of said insurance shall be furnished to THE COLLEGE upon request.

8. TERMINATION: Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice. Upon termination by COLLEGE, FOUNDATION will be reimbursed for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph (4). Upon termination by FOUNDATION, all costs and non-cancelable commitments incurred thereafter will be the responsibility of FOUNDATION. In the event that FOUNDATION terminates this AGREEMENT, FOUNDATION will return any unused funds to COLLEGE within three (3) months of the written notice of termination.

9. CONFLICT OF INTEREST: THE FOUNDATION shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. However, nothing in this AGREEMENT shall be construed to limit the freedom of FOUNDATION, or of its researchers who are participants under this AGREEMENT, to engage in similar research under other grants, contracts, or agreements with parties other than COMPANY.

10. ASSIGNMENT: This Agreement shall not be assigned by THE FOUNDATION either in whole or in part, without prior written consent of THE COLLEGE. Any assignment or purported assignment of this Agreement by THE FOUNDATION without the prior written consent of THE COLLEGE will be deemed void and of no force or effect.

11. **NONDISCRIMINATION:** FOUNDATION agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Title IX of the Education Amendments of 1972 (20 USC, Sections 1681, et seq.), the Rehabilitation Act of 1973 (29 USC, Section 794), the Age Discrimination Act of 1975 (42 USC Sections 6101, et. Seq.), and all regulations and policies issued by NSF pursuant to these statutes. To that end, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this MOU.
12. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:
- (a) information which is or becomes publicly known through no fault of RECIPIENT;
  - (b) information learned from a third party entitled to disclose such information;
  - (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT's prior written records;
  - (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
  - (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

14. **COPYRIGHT:** FOUNDATION agrees that the Federal Government will have a nonexclusive, nontransferable, irrevocable, royalty-free license to exercise or have exercised for or on behalf of the U.S. throughout the world all the exclusive rights provided by copyright, to any and all writings owned or copyrighted by FOUNDATION that are used or result from the performance of this agreement.
15. **PUBLICATIONS:** FOUNDATION shall have the right to publish the results obtained from PROJECT conducted hereunder. Publication of any materials developed as a result of this project shall carry the statement:

"This material is based upon work supported by the National Science Foundation under Grant No. 0802358."

And shall be orally acknowledged during any news media interviews, including popular media such as radio, television and news magazines.

Disclaimer: As is feasible and under the control of the Principal Investigator, the FOUNDATION shall assure that every publication of materials (including World Wide Web pages) based on or developed under this project, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

“Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.”

16. **AUDIT AND RECORDS:** Financial records, supporting documents, statistical records and other records pertinent to this AGREEMENT shall be retained by FOUNDATION for a period of three (3) years from submission of the final project and expenditure reports.

Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of this AGREEMENT shall be retained until such audits, appeals, litigation or claims have been disposed of.

Unless court action or audit proceedings have been initiated, FOUNDATION may substitute electronic copies of original records.

The COLLEGE, the Director of the National Science Foundation, the Comptroller General of the U.S. or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of FOUNDATION to make audits, examinations, excerpts and transcripts.

17. **COSTS/INVOICING:** In consideration of FOUNDATION's performance hereunder, COLLEGE agrees to support FOUNDATION's costs incurred conducting the activities of PROJECT, in the amount of two hundred, eight seven thousand, eight hundred sixty one and no/100 dollars (\$287,861). This amount shall not be exceeded by FOUNDATION without the written authorization of COLLEGE. COLLEGE shall reimburse FOUNDATION on a monthly basis for costs/expenses associated with this Agreement. FOUNDATION shall submit a monthly invoice to COLLEGE which shall include the NSF Grant Number (referenced above), detailed costs/expenses and certification as to the truth and accuracy of the invoice. Invoices will be sent to the following address:

Henry (Hank) Rogers  
Director, Center for Applied Competitive Technologies  
Riverside Community College  
2001 Third Street  
Norco, CA 92860  
(951) 371-7137

The payment due under the AGREEMENT shall be made within 30 days receipt of invoice, made payable to Cal Poly Pomona Foundation, Inc., and shall be mailed to:

Cal Poly Pomona Foundation, Inc.  
Office of Grants and Contracts  
3801 West Temple Avenue, Building 55  
Pomona, CA 91768

A final statement of cumulative costs/expenses incurred by FOUNDATION, marked "FINAL" must be submitted to COLLEGE not later than sixty (60) days after this MOU end date. This final statement of costs/expenses shall constitute FOUNDATION'S final financial report.

18. TRAVEL: All travel expenses for individuals assigned by FOUNDATION to perform work under this MOU, shall not exceed amounts normally allowed in accordance with FOUNDATION'S written travel policy.
19. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, each party will be responsible for their own attorney's fees.
20. WAIVER: Any waiver by THE COLLEGE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the THE COLLEGE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping THE COLLEGE from enforcement hereof.
21. DEBARMENT: Executive Order 12549, Debarment and Suspension, 34CFR Part 85, Section 85.510. (Lower Tier)
  1. THE FOUNDATION certifies, that in its operations of an activity program, neither it nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
  2. If the FOUNDATION is unable to make such certification, it shall provide COLLEGE with an explanation.
- 22.. DRUG-FREE WORKPLACE: As required by the State Drug-Free Workplace Act of 1990(Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, THE FOUNDATION certifies that it will continue to provide a drug-free workplace.
23. SEVERABILITY: If any provision in 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.
24. ENTIRE AGREEMENT: Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) AGREEMENT (b) attachments, (c) the project proposal, and (d) the

purchase order, it being understood and agreed that any purchase order or similar document issued by FOUNDATION will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

25. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Henry (Hank) Rogers  
Director, Center for Applied Competitive Technologies  
Riverside Community College  
2001 Third Street  
Norco, CA 92860  
Fax Number: (951) 372- 7139

G. Paul Storey, Executive Director  
Cal Poly Pomona Foundation, Inc.  
3801 W. Temple Ave., Bldg. 55  
Pomona, CA 91768  
FAX: (909) 869-4549

26. FORCE MAJEURE: FOUNDATION shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.
27. ARBITRATION: It is expected that both parties will make every effort to resolve any issue, conflict or dispute which may arise between them informally and equitably, and without the need for intervention by third parties, unless the parties agree that such intervention (e.g., a mutually acceptable mediator or fact finder) would assist in resolution of the issue, conflict or dispute. Both parties agree to participate in good faith in attempting any such resolutions. If, nonetheless, such informal resolution is unsuccessful, except for claims falling within the jurisdiction of small claims court, any and all disputes arising under or relating to the performance of the services contracted for under this Agreement and any other claim arising under or relating to this Agreement, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association of any successor thereto. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. Such arbitration shall be final and binding upon the parties and shall be the sole and exclusive remedy of the parties with respect to any dispute arising out of, relating to or resulting from the interpretation of the terms of this Agreement or its breach. The costs of such arbitration shall be allocated by the arbitrator under applicable law. Each party shall be responsible for its own attorneys' fees, unless the arbitrator makes an award of costs and attorney's fees under applicable law.

28 USE OF NAMES – COLLEGE shall not employ or use the name of the FOUNDATION or UNIVERSITY in any promotional materials, advertising, or in any other manner without the prior express written permission of FOUNDATION and UNIVERSITY, except that COLLEGE may, during the term of this Agreement, state that it is assisting with a Project at FOUNDATION or UNIVERSITY.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

CAL POLY POMONA FOUNDATION,  
INC.

\_\_\_\_\_

\_\_\_\_\_

By: James Buysse, Vice Chancellor  
Administration and Finance

By: G. Paul Storey  
Executive Director

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

EXHIBIT A

Scope of Work

It is agreed that staff from Cal Poly Pomona will provide the following services:

<p><b>Goal 1:</b> Improve the educational experience of pre-technology students by providing a complete fast-track career pathway in supply chain/logistics technology. In pursuit of Goal 1, RCCD proposes the following objectives:</p>			
<p>Objective 1: Recruit industry partners with automation expertise for integration to the existing Logistics Management Advisory Council.</p>			
Deliverables	Assessment Criteria	Person Responsible	Timeline ECD
<ul style="list-style-type: none"> <li>Build upon existing advisory councils by adding industry experts in the area of automated systems: Two partners with automation expertise will be integrated into the advisory council.</li> </ul>	<p>Proven attendance and participation at advisory council meetings.</p>	Hassan Halati	6/30/09
<p><b>Goal 1:</b> Improve the educational experience of pre-technology students by providing a complete fast-track career pathway in supply chain/logistics technology. In pursuit of Goal 1, RCCD proposes the following objectives:</p>			
<p>Objective 3: Build upon the articulation efforts in place with Cal Poly Pomona by adopting and articulating three Cal Poly courses, Supply Chain Technologies, Transportation and Vehicle Routing, and Supply Chain Modeling.          Objective 4: Provide a streamlined degree pathway to Cal Poly Pomona's Technology and Operations Management baccalaureate program.</p>			
Deliverables	Assessment Criteria	Person Responsible	Timeline ECD
<ul style="list-style-type: none"> <li>Integrate ABET and industry input into Cal Poly curricula</li> </ul>	<ul style="list-style-type: none"> <li>Cal Poly "Extended Course Outlines" completed on three courses and develop cases and hands-on class exercises as appropriate</li> </ul>	<ul style="list-style-type: none"> <li>Hassan Halati Henry Co</li> </ul>	6/30/09
<ul style="list-style-type: none"> <li>Course curriculum development with RCCD faculty</li> </ul>	<ul style="list-style-type: none"> <li>Integrate ARC Logistics and WMS software and modeling and collaborate with RCC faculty in designing lab and classroom exercises for the courses</li> </ul>	<ul style="list-style-type: none"> <li>Hassan Halati</li> </ul>	9/30/09
<ul style="list-style-type: none"> <li>Development of a clear pathway for transfer to Cal Poly. Hold student and parent workshop on transfer to Cal Poly conducted by Cal Poly faculty in last year of grant</li> </ul>	<ul style="list-style-type: none"> <li>Parent evaluations of 2 <i>workshops at JFK and Gateway middle college HSs</i></li> </ul>	<ul style="list-style-type: none"> <li>Hassan Halati</li> </ul>	6/30/11
<p>Objective 5: Equip an Automated Systems/Logistics Technology lab at RCCD Norco.</p>			
<ul style="list-style-type: none"> <li>Provide technical consultation regarding equipping RCCD Lab             <ul style="list-style-type: none"> <li>Acquire software and hardware donations</li> <li>Purchase necessary hardware and software</li> <li>Set up lab and Test lab</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Functioning lab replicated after Cal Poly automated systems lab and develop lab and demonstration exercises for students and industry partners</li> </ul>	<ul style="list-style-type: none"> <li>Hassan Halati Henry Co</li> </ul>	9/30/09

Goal 3: Prepare community college faculty to teach the automated systems and logistics technology program by developing their expertise in specialized curricula areas with the support of Cal Poly Pomona faculty.

Objective 1: Community college faculty will be trained in the Cal Poly Pomona Automated Systems/Logistics Technology lab.

Objective 2: Collaborate with Cal Poly Pomona faculty in the adoption of three courses at RCCD Norco Campus: Supply Chain Technologies, Transportation and Vehicle Routing, and Supply Chain Modeling.

Deliverables	Assessment Criteria	Person Responsible	Timeline ECD
<ul style="list-style-type: none"> <li>Train RCCD faculty</li> </ul>	<ul style="list-style-type: none"> <li>Completion of ten instructor tutorial sessions with Cal Poly faculty. Train instructors on hands-on cases and integration of lab exercises into courses</li> </ul>	<ul style="list-style-type: none"> <li>Henry Co, Hassan Halati,</li> </ul>	1/31/10

THE COLLEGE will reimburse THE FOUNDATION the cost of staff salary and benefits for the specified staff assigned to RCCD's National Science Foundation Grant – *Goods to Go* for completion of deliverables and tasks listed above.

THE FOUNDATION will invoice THE COLLEGE on a monthly basis. Invoicing will not exceed the following annual amounts:

- Year 1 FY 08-09 – A maximum of \$91,009.00
- Year 2 FY 09-10 – A maximum of \$95,558.00
- Year 3 FY 10-11 – A maximum of \$101,292.00



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: November 18, 2008

Subject: 2007-2008 Proposition 39 Financial and Performance Audits

Background: In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Vicenti, Lloyd and Stutzman LLP. A representative of the firm will be available to present the reports. Results of the audits are summarized below.

Audit Findings

There were no findings or questioned costs related to the audits of the Measure C general obligation bonds for the year ended June 30, 2008.

Recommended Action: It is recommended that the Board of Trustees receive the independent Proposition 39 Financial and Performance Audits of the Measure C general obligation bonds for the year ended June 30, 2008.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.  
District Controller

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**RIVERSIDE COUNTY**

**REPORT ON PROPOSITION 39 FUNDING  
FINANCIAL AND PERFORMANCE AUDITS**

**June 30, 2008**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**REPORT ON PROPOSITION 39 FUNDING  
FINANCIAL AND PERFORMANCE AUDITS**

**June 30, 2008**

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**INDEPENDENT AUDITORS' REPORT ON  
PROPOSITION 39 GENERAL OBLIGATION BOND  
FUNDED CAPITAL OUTLAY PROJECTS**

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

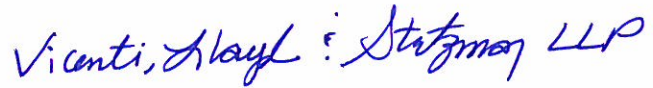
We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2008. These statements are the responsibility of the District's management. Our responsibility is to express an opinion on these statements based on our audit. The financial statements of the General Obligation Bond Funded Capital Outlay Projects of Riverside Community College District as of June 30, 2007 were audited by other auditors whose report dated September 13, 2007 expressed an unqualified opinion on those statements.

We conducted our audit of the General Obligation Bond Funded Capital Outlay Projects in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements for the General Obligation Bond Funded Capital Outlay Projects are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the General Obligation Bond Funded Capital Outlay Projects financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2008, in conformity with accounting principles generally accepted in the United States of America.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2008 on our consideration of the Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



VICENTI, LLOYD & STUTZMAN LLP

September 30, 2008

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**BALANCE SHEET**

**GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**June 30, 2008**

**ASSETS**

Cash in County Treasury	\$ 89,330,256
Accounts Receivable	<u>23,486</u>

<b>TOTAL ASSETS</b>	<b>\$ <u>89,353,742</u></b>
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**LIABILITIES AND FUND BALANCE**

**LIABILITIES**

Accounts Payable	\$ <u>2,866,501</u>
<b>TOTAL LIABILITIES</b>	<b><u>2,866,501</u></b>

**FUND BALANCE**

Designated	<u>86,487,241</u>
<b>TOTAL FUND BALANCE</b>	<b><u>86,487,241</u></b>

<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ <u>89,353,742</u></b>
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The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS  
For the Fiscal Year Ended June 30, 2008**

**REVENUES**

**Revenue from Local Sources**

Local Revenues	\$ 222,728
Interest and Investment Income	<u>4,410,239</u>

<b>TOTAL REVENUES</b>	<u>4,632,967</u>
-----------------------	------------------

**EXPENDITURES**

Other Services	1,147,470
Capital Outlay	17,317,073
Other Outgo	<u>252,824</u>

<b>TOTAL EXPENDITURES</b>	<u>18,717,367</u>
---------------------------	-------------------

Deficiency of revenues over expenditures	(14,084,400)
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Fund Balance at Beginning of Year	<u>100,571,641</u>
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Fund Balance at End of Year	<u>\$ 86,487,241</u>
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The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
 BUDGET AND ACTUAL - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS  
 For the Fiscal Year Ended June 30, 2008**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>REVENUES</b>			
<b>Revenue from Local Sources</b>			
Local Revenues	\$ 218,502	\$ 222,728	\$ 4,226
Interest and Investment Income	<u>3,500,000</u>	<u>4,410,239</u>	<u>910,239</u>
<b>TOTAL REVENUES</b>	<u>3,718,502</u>	<u>4,632,967</u>	<u>914,465</u>
<b>EXPENDITURES</b>			
Other Services	1,264,575	1,147,470	117,105
Capital Outlay	57,746,925	17,317,073	40,429,852
Other Outgo	<u>252,824</u>	<u>252,824</u>	<u>-</u>
<b>TOTAL EXPENDITURES</b>	<u>59,264,324</u>	<u>18,717,367</u>	<u>40,546,957</u>
Deficiency of revenues over expenditures	<u>\$ (55,545,822)</u>	(14,084,400)	<u>\$ 41,461,422</u>
Fund Balance at Beginning of Year		<u>100,571,641</u>	
Fund Balance at End of Year		<u>\$ 86,487,241</u>	

\* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.



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

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2008**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

**ACCOUNTING POLICIES**

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.

**FUND STRUCTURE**

The Statement of Revenues, Expenditures, and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

**BASIS OF ACCOUNTING**

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

**BUDGET**

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column entitled “Budget”. The amounts in this column represent the budget adopted by the Board and all amendments throughout the year.

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

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2008**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)**

**CAPITAL ASSETS AND LONG-TERM DEBT**

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects are accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

**NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:**

There were no excesses of expenditures over appropriations, by major object accounts.

**NOTE 3 – BONDED DEBT:**

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

The outstanding related bonded debt for the Riverside Community College District at June 30, 2008 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2007</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2008</u>
2004A	4.00-5.25%	2030	\$ 55,205,000	\$ 3,475,000	\$	\$	\$ 3,475,000
2004B	3.63-4.50%	2008	9,795,000	1,545,000		1,545,000	-
2005 Refunding	3.00-5.00%	2025	58,386,109	55,596,109		475,000	55,121,109
2007C	4.00-5.00%	2033	90,000,000	90,000,000		6,020,000	83,980,000
			<u>\$ 213,386,109</u>	<u>\$ 150,616,109</u>	<u>\$ -</u>	<u>\$ 8,040,000</u>	<u>\$ 142,576,109</u>

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

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2008**

**NOTE 3 – BONDED DEBT: (continued)**

**Series A & B**

In August 2004, the District issued the General Obligation Bonds, Series A and B in the amounts of \$55,205,000 and \$9,795,000, respectively. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District’s outstanding Certificates of Participation (1993 Financing Project). The Series B Bonds were issued to advance refund the District’s outstanding Certificates of Participation (2001 Refunding Project).

The annual requirements to amortize Series A bonds payable, outstanding as of June 30, 2008, are as follows:

<b><u>Year Ended June 30,</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
2009	\$	\$ 146,075	\$ 146,075
2010		146,075	146,075
2011		146,075	146,075
2012	500,000	136,075	636,075
2013	620,000	113,675	733,675
2014-2018	1,845,000	220,056	2,065,056
2019-2023	135,000	120,156	255,156
2024-2028	180,000	71,663	251,663
2029-2030	195,000	7,563	202,563
	<b><u>\$ 3,475,000</u></b>	<b><u>\$ 1,107,413</u></b>	<b><u>\$ 4,582,413</u></b>

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

**NOTES TO THE FINANCIAL STATEMENTS  
June 30, 2008**

**NOTE 3 – BONDED DEBT: (continued)**

**Refunding**

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District’s General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds.

The annual requirements to amortize Refunding bonds payable, outstanding as of June 30, 2008, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Accreted Interest Component</u>	<u>Total</u>
2009	\$ 1,260,000	\$ 2,503,276	\$	\$ 3,763,276
2010	1,495,000	2,440,763		3,935,763
2011	1,740,000	2,366,249		4,106,249
2012	1,252,016	2,310,499	577,984	4,140,499
2013	876,061	2,298,250	1,138,939	4,313,250
2014-2018	9,268,032	11,164,625	4,876,968	25,309,625
2019-2023	25,090,000	6,933,750		32,023,750
2024-2025	14,140,000	723,750		14,863,750
	<u>\$ 55,121,109</u>	<u>\$ 30,741,162</u>	<u>\$ 6,593,891</u>	<u>\$ 92,456,162</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the Riverside Community College District’s financial statements.

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

**NOTES TO THE FINANCIAL STATEMENTS  
 June 30, 2008**

**NOTE 3 – BONDED DEBT: (continued)**

**Series C**

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds.

The annual requirements to amortize Series C bonds payable, outstanding as of June 30, 2008, are as follows:

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2009	\$ 5,125,000	\$ 3,952,550	\$ 9,077,550
2010	5,160,000	3,746,850	8,906,850
2011	5,185,000	3,534,575	8,719,575
2012		3,425,500	3,425,500
2013		3,425,500	3,425,500
2014-2018		17,127,500	17,127,500
2019-2023		17,127,500	17,127,500
2024-2028	24,080,000	15,392,250	39,472,250
2029-2033	44,430,000	4,796,750	49,226,750
	<u>\$ 83,980,000</u>	<u>\$ 72,528,975</u>	<u>\$ 156,508,975</u>

**NOTE 4 – PURCHASE COMMITMENTS**

As of June 30, 2008, the District was committed under various capital expenditure purchase agreements for bond projects totaling approximately \$109,627,000.



**REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

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

We have audited the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of and for the fiscal year ended June 30, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Riverside Community College District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the fund financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's General Obligation Bond Funded Capital Outlay Projects financial statements that is more than inconsequential will not be prevented or detected by the District's internal control.



**REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

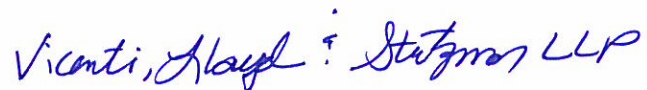
A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the General Obligation Bond Funded Capital Outlay Projects financial statements will not be prevented or detected by the District's internal control.

Our consideration of internal control over General Obligation Bond Funded Capital Outlay Projects financial reporting was for the limited purpose described in the first paragraph of this section and could not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverside Community College District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests of the General Obligation Bond Funded Capital Outlay Projects disclosed no instances of noncompliance and other matters that are required to be reported under *Government Auditing Standards*.

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



VICENTI, LLOYD & STUTZMAN LLP

September 30, 2008

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

**FINANCIAL AUDIT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
June 30, 2008**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2008.





**INDEPENDENT AUDITORS' REPORT ON  
PROPOSITION 39 GENERAL OBLIGATION BOND  
FUNDED CAPITAL OUTLAY PROJECTS  
COMPLIANCE REQUIREMENTS**

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

We have examined the Riverside Community College District's compliance with the performance requirements for the Proposition 39/Measure C General Obligation Bonds for the period ended June 30, 2008, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for the Riverside Community College District's compliance with those requirements. Our responsibility is to express an opinion on the Riverside Community College District's compliance with such requirements thereof based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Riverside Community College District's compliance with specified requirements.

In our opinion, the Riverside Community College District complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2008.

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

September 30, 2008

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

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2008**

**OBJECTIVES**

The objectives of our performance audit were to:

- Document the expenditures charged to the Riverside Community College District General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Note any incongruities or system weaknesses and provide recommendations for improvement.
- Provide the District Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

**SCOPE OF THE AUDIT**

The scope of our performance audit covered the period of July 1, 2007 to June 30, 2008. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2008 were not reviewed or included within the scope of our audit or in this report.

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

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2008**

**BACKGROUND INFORMATION**

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related State legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in State law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program have been expended only for the authorized bond projects.

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

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2008**

**PROCEDURES PERFORMED**

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the period of July 1, 2007 to June 30, 2008, for the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program. Within the period audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Proposition 39 and Measure C as to the bond projects. We performed the following procedures: --

- We reviewed the projects listed to be funded with general obligation bond proceeds as set out in the Measure C election documents.
- We selected a sample of expenditures for the period under audit and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were generally expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects and we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were not used for salaries of school administrators or other operating expenses of the District.

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

**PROPOSITION 39 PERFORMANCE AUDIT  
June 30, 2008**

**CONCLUSION**

Based upon our procedures performed, we found that for the items tested, the Riverside Community College District has properly accounted for the expenditures of the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program and that such expenditures were made for authorized bond projects. Furthermore, it was noted that the funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program, and expended by the District, were not expended for salaries of school administrators or other operating expenditures.

We did not have any findings and recommendations as a result of our audit.

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

**PROPOSITION 39 PERFORMANCE AUDIT  
BOND PROJECT SUMMARY**

**June 30, 2008**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$74,389,213 through June 30, 2008 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2007	2008 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2008
Parking Structure - Riverside	\$ 20,949,896	\$ 20,928,998	\$ 10,875	\$ 20,939,873
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,920,992	5,892,143	2,780,222	8,672,365
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	10,147,826	903,889	1,519,977	2,423,866
District Computer / Network / Phone Upgrades	1,381,044	532,444	757,077	1,289,521
Scheduled Maintenance - District Match for				
State Allocation	885,427	632,603	252,824	885,427
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	25,850,533	1,304,596	1,184,080	2,488,676
Phase III - Moreno Valley	1,157,320	513,275	132,009	645,284
Physical Education Phase II	190,631	190,631		190,631
Feasibility and Planning	180,361	103,228	65,020	168,248
Innovative Learning Center	7,653,605	4,250,987	1,848,970	6,099,957
Moreno Valley Secondary Effects	288,919	276,348	7,259	283,607
Norco Campus Room Renovations	100,020	100,019		100,019
Riverside Food Services Remodel	1,045,268	25,813	159,581	185,394
MoVal Food Services Remodel	1,956,615	71,050	33,047	104,097
Infrastructure Studies Project	484,451	465,695	989	466,684
Moreno Valley Hot Water Loop System	891,296	153,541	716,307	869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,185,920	3,202,172	2,396,479	5,598,651
Modular Redistribution Norco/MoVal/BC/Riv	10,210,988	1,144,862	4,243,311	5,388,173
ECS Upgrade/Retrofit Norco/MoVal	625,327	56,467	34,020	90,487
PBX Operations Center Riv/Nor/MV	625,550	27,212	454,247	481,459
Phys/Life Science 2ndary Effects StSvc	32,500	32,500		32,500
Norco Campus Student Support Center	19,994,500	58,438	764,187	822,625
Staff Costs	200,271	66,432	72,750	139,182
Long Range Master Plan Project	1,460,384	619,115	819,962	1,439,077
Construction Management Services	182,775	62,775	117,556	180,331
Logic Domain CPMX	96,000	71,000	12,500	83,500
Aquatic Pool Project	5,000,000		115,532	115,532
Norco Soccer Field	4,616,480		218,586	218,586
<b>Total Capital Outlay</b>	<b>145,300,512</b>	<b>55,671,846</b>	<b>18,717,367</b>	<b>74,389,213</b>
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,873	11,582,873		11,582,873
Costs of issuance	2,836,264	2,836,264		2,836,264
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
<b>Total Other Financing Uses</b>	<b>75,039,459</b>	<b>75,039,459</b>	<b>-</b>	<b>75,039,459</b>
<b>TOTALS</b>	<b>\$ 220,339,971</b>	<b>\$ 130,711,305</b>	<b>\$ 18,717,367</b>	<b>\$ 149,428,672</b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: November 18, 2008

Subject: Sublease with Riverside County Economic Development Agency for the Culinary Academy

Background: Attached for the Board's review and consideration is a sublease agreement between Riverside Community College District (RCCD) and Riverside County Economic Development Agency (EDA), to supply office space and adequate classroom and laboratory facilities to operate the Culinary Academy, at a rate of \$11,359.95 per month. Although the term of the agreement is from July 1, 2008 through October 31, 2009, RCCD operated under the previous sublease that allowed month-to-month payments while specifics of the new sublease were negotiated. The new lease rate represents an increase of \$795.38 per month. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the sublease to supply office space and adequate classroom and laboratory facilities at the Culinary Academy, for the term of July 1, 2008 through October 31, 2009, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Ron Vito  
Vice President, Career and Technical Programs

**SUBLEASE**

(Economic Development Agency,  
1151 Spruce Street, Riverside, California)

The **COUNTY OF RIVERSIDE**, herein called County, subleases to **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, herein called Sublessee, the property described below upon the following terms and conditions:

**1. Recitals.** County holds a leasehold interest, as Lessee, under that certain Lease Agreement between Daniel C. Burke, Michael P. Burke, Adrienne C. Burke and Elaine Ortuno, Lessor and County (herein defined as the "Master Lease") pertaining to the property described below.

**2. Description.** The subleased premises hereby consist of approximately 6,600 square feet of office space and 4,219 square feet of shared common space located within that certain building located at 1151 Spruce Street, Riverside, California, as more particularly described in Exhibit "A", attached hereto and by this reference made a part of this Sublease.

**3. Use.**

(a) The premises are subleased to Sublessee solely for the purpose of providing office space with non-proprietary rights.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall be in the absolute discretion of County.

**4. Term.**

(a) The Term of this Sublease shall be for a period of sixteen (16) months effective as of July 1, 2008 and terminating October 31, 2009.

(b) Any holding over by Sublessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

**5. Rent.** Sublessee shall pay the sum of \$11,359.95 per month to County through its Economic Development Agency as rent for the subleased premises, payable, in advance, on the first day of the month. In the event Sublessee cannot take useful occupancy of the subleased premises until after the first day of the month, the



1 rentals for the first and last month shall be pro-rated on a thirty (30) day calendar basis,  
2 payable on the date of occupancy for the first month and on the first day of the last  
3 month. Rent shall be increased based upon the annual rental increase in the Master  
Lease, and on the same date as in the Master Lease, as herein defined.

4 **6. Custodial Services.** Sublessee shall be responsible for all custodial  
5 within the Culinary, including, but not limited to, carpet and tile floors, Lessor to provide  
custodial services to the restrooms in the Culinary.

6 **7. Utilities.** Sublessee shall provide and pay for telephone services. EDA  
7 shall provide and pay all other utility services.

8 **8. Maintenance/Repairs.** Lessor shall maintain the exterior of the  
9 subleased premises in good working order and repair. Master Lease holder agrees to  
10 allow sublessee, through its maintenance/engineering department, to maintain the  
11 interior of the premises and to make repairs within the restaurant premises, such as  
minor plumbing, tile, drywall, etc., to include the exterior restaurant entry-door awning.  
Sublessee shall be responsible for cleaning and maintenance of the hoods and shafts  
and grease interceptor and all other equipment associated with Culinary operations.

12 **9. Security.** County shall provide security Monday through Friday, 6:30am  
13 to 6:00pm. Riverside Community College District agrees to provide regular college  
14 security for students Monday through Sunday beyond regularly scheduled building  
security.

15 **10. Furniture, Furnishings and Equipment.**

16 (a) All furniture, furnishings and equipment that are the property of the  
Riverside Community College District.

17 (b) At or prior to the termination of this Sublease, Sublessee shall  
18 remove, or cause to be removed, all such furniture, furnishings, equipment and office  
19 supplies from said building, which were not leased from County, in which the subleased  
20 premises are located, and in the event such removal injures or damages the premises,  
Sublessee, at Sublessee's expense, shall restore the subleased premises.

21 **11. Signs.** Sublessee shall not erect, maintain or display any signs or other  
22 forms of advertising upon the subleased premises without first obtaining the written  
approval of County, which approval shall not be unreasonably withheld.

23 **12. Improvements by Sublessee.** Any alterations, improvements or  
24 installation of fixtures to be undertaken by Sublessee shall have the prior written  
consent of County. Such consent shall not be unreasonably withheld by County.

25 **13. Rights of County.** County, through its authorized representatives, shall

1 have the right to enter the subleased premises for the purpose of inspecting, monitoring  
2 and evaluating the obligations of Sublessee hereunder and for the purpose of doing  
3 any and all things which it is obligated and has a right to under this Sublease.

3 **14. Compliance with Government Regulations.** Sublessee shall, at its  
4 expense, comply with the requirements of all local, state and federal statutes,  
5 regulations, rules, ordinances and orders now in force or which may be hereafter in  
6 force, pertaining to the subleased premises. The final judgment, decree or order of any  
7 court of competent jurisdiction, or the admission of Sublessee in any action or  
8 proceedings against Sublessee, whether Sublessee is a party thereto or not, that  
9 Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in  
10 the use of the subleased premises, shall be conclusive of that fact as between County  
11 and Sublessee.

8 **15. Termination by County.** County shall have the right to terminate this  
9 Sublease forthwith:

10 (a) In the event a petition is filed for voluntary or involuntary  
11 bankruptcy for the adjudication of Sublessee as debtors.

12 (b) In the event that Sublessee makes a general assignment, or  
13 Sublessee's interest hereunder is assigned involuntarily or by operation of law, for the  
14 benefit of creditors.

14 (c) In the event of abandonment of the subleased premises by  
15 Sublessee.

16 (d) In the event Sublessee fails or refuses to perform, keep or observe  
17 any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee  
18 shall have thirty (30) days in which to correct Sublessee's breach or default after written  
19 notice thereof has been served on Sublessee by County.

18 (e) County shall have the right to terminate this Sublease with sixty  
19 (60) days' advance written notice to Sublessee in the event that funding from county,  
20 state, or federal sources is reduced or eliminated.

21 **16. Notice of non-renewal by Sublessee.** In the event the Sublessee  
22 determines it will not renew the sublease, Sublessee shall have the right to terminate  
23 this Sublease with one-hundred twenty (120) days advance written notice of the  
24 expiration date of this Sublease to the County.

23 **17. Insurance.** Sublessee shall during the term of this Sublease:

24 (a) Procure and maintain Workers' Compensation Insurance as  
25 prescribed by the laws of the State of California.

1 (b) Procure and maintain comprehensive general liability, and  
2 coverage that shall protect Sublessee from claims for damages for personal injury,  
3 including, but not limited to, accidental and wrongful death, as well as from claims for  
4 property damage, which may arise from Sublessee's use of the subleased premises or  
5 the performance of its obligations hereunder, whether such use or performance be by  
6 Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either  
7 of them. Such insurance shall name County as an Additional Insured with respect to  
8 this Sublease and the obligations of Sublessee hereunder. Such insurance shall  
9 provide for limits of not less than \$1,000,000.00 per occurrence.

10 (c) Cause its insurance carriers to furnish County by direct mail with  
11 certificate(s) of Insurance showing that such insurance is in full force and effect, and  
12 that County is named as an Additional Insured with respect to this Sublease and the  
13 obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the  
14 covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to  
15 County prior to modification, cancellation or reduction in coverage of such insurance.  
16 In the event of any such modifications, cancellation or reduction in coverage and on the  
17 effective date thereof, County shall have the right to cancel this Sublease with thirty  
18 (30) days' advanced notice in writing to Sublessee, unless County receives prior to  
19 such effective date another certificate from an insurance carrier of Sublessee's choice  
20 that the insurance required herein is in full force and effect. **Sublessee shall not take  
21 possession or otherwise use the subleased premises until County has been  
22 furnished Certificate(s) of Insurance as otherwise required in this Paragraph 15.**

23 (d) The insurance requirements of Paragraph (a) and (b) above may  
24 be provided through self-insurance, in conjunction with a Joint Powers Authority, or a  
25 combination of both.

#### 16 **18. Hold Harmless.**

17 (a) Indemnification by RCCD. RCCD shall indemnify and hold EDA,  
18 through the County of Riverside, its officers, agents, employees, and independent  
19 contractors free and harmless from any claim or liability whatsoever, based or asserted  
20 upon any act or omission of RCCD, its Trustees, officers and agents, employees,  
21 volunteers, subcontractors, or independent contractors, for property damage, bodily  
22 injury or death, or any other element of damage of any kind or nature, occurring in the  
23 performance of this Agreement to the extent that such liability is imposed on EDA,  
24 through the County of Riverside by the provisions of California Government Code  
25 Section 895.2 or other applicable law; and RCCD shall defend at its expense, including  
attorney fees, EDA, through the County of Riverside, its officers agents, employees,  
and independent contractor in any legal action of any kind based upon such alleged  
acts or omissions.

(b) Indemnification by EDA, through the County of Riverside. EDA,  
through the County of Riverside shall indemnify and hold RCCD, its Trustees, officers,

1 agents, employees, and independent contractors free and harmless from any claim or  
2 liability whatsoever, based or asserted upon any act or omission of EDA, through the  
3 County of Riverside, its officers, agents, employees, volunteers, subcontractors, or  
4 independent contractors, for property damage, bodily injury or death, or any other  
5 element of damage of any kind or nature, occurring in the performance of this  
6 Agreement to the extent that such liability is imposed on RCCD by the provisions of  
California Government Code Section 895.2 or other applicable law; and EDA, through  
the County of Riverside 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.

7 (c) The specified insurance limits required in Paragraph 17 above  
8 shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold  
County free and harmless herein.

9 **19. Assignment.** Sublessee cannot assign, sublet, mortgage, hypothecate  
10 or otherwise transfer in any manner any of its rights, duties or obligations hereunder to  
11 any person or entity without the written consent of County being first obtained, which  
12 consent shall be in the absolute discretion of County. In the event of any such transfer,  
Sublessee expressly understands and agrees that it shall remain liable with respect to  
any and all of the obligations and duties contained in this Sublease.

13 **20. Toxic Materials.** During the term of this Sublease and any extensions  
14 thereof, Sublessee shall not violate any federal, state or local law, ordinance or  
15 regulation, relating to industrial hygiene or to the environmental condition on, under or  
16 about the subleased premises, including, but not limited to, soil and groundwater  
17 conditions. Further, Sublessee, its successors, assigns and Sublessees, shall not use,  
18 generate, manufacture, produce, store or dispose of on, under or about the subleased  
19 premises or transport to or from the subleased premises any petroleum products,  
20 flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic  
21 substances or related injurious materials, whether injurious by themselves or in  
22 combination with other materials, (collectively, "hazardous materials"). For the purpose  
23 of this Sublease, hazardous materials shall include, but not be limited to, substances  
24 defined as "hazardous substances", hazardous materials", or "toxic substances" in the  
comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation  
Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act,  
42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes"  
in Sections 25115 and 25117 of the California Health and Safety Code or as  
"hazardous substances" in Sections 25316 and 25501 of the California Health and  
Safety Code; and in the regulations adopted in publications promulgated pursuant to  
said laws.

25 **21. Free from Liens.** Sublessee shall pay, when due, all sums of money that  
may become due for any labor, services, material, supplies, or equipment, alleged to

1 have been furnished or to be furnished to Sublessee, in, upon, or about the subleased  
2 premises, and which may be secured by a mechanics', materialman's or other lien  
3 against the subleased premises or County's interest therein, and will cause each such  
4 lien to be fully discharged and released at the time the performance of any obligation  
5 secured by such lien matures or becomes due; provided, however, that if Sublessee  
6 desires to contest any such lien, it may do so, but notwithstanding any such contest, if  
such lien shall be reduced to final judgment, and such judgment or such process as  
may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and  
said stay thereafter expires, then and in such event, Sublessee shall forthwith pay and  
discharge said judgment.

7 **22. Employees and Agents of Sublessee.** It is understood and agreed that  
8 all persons hired or engaged by Sublessee shall be considered to be employees or  
agents of Sublessee and not of County.

9 **23. Binding on Successors.** Sublessee, its assigns and successors in  
10 interest, shall be bound by all the terms and conditions contained in this Sublease, and  
all of the parties thereto shall be jointly and severally liable hereunder.

11 **24. Waiver of Performance.** No waiver by County at any time of any of the  
12 terms and conditions of this Sublease shall be deemed or construed as a waiver at any  
13 time thereafter of the same or of any other terms and conditions contained herein or of  
the strict and timely performance of such terms and conditions.

14 **25. Severability.** The invalidity of any provision in this Sublease as  
15 determined by a court of competent jurisdiction shall in no way affect the validity of any  
other provision hereof.

16 **26. Venue.** Any action at law or in equity brought by either of the parties  
17 hereto for the purpose of enforcing a right or rights provided for by this Sublease shall  
be tried in a court of competent jurisdiction in the County of Riverside, State of  
18 California, and the parties hereby waive all provisions of law providing for a change of  
venue in such proceedings to any other county.

19 **27. Attorneys' Fees.** In the event of any litigation or arbitration between  
20 Sublessee and County to enforce any of the provisions of this Sublease or any right of  
either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay  
21 to the successful party all costs and expenses, including reasonable attorneys' fees,  
incurred therein by the successful party, all of which shall be included in and as a part  
22 of the judgment or award rendered in such litigations or arbitration.

23 **28. Notices.** Any notices required or desired to be served by either party  
24 upon the other shall be addressed to the respective parties as set forth below:

25 ///  
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1           Notices/Rent:

2           County of Riverside  
3           Economic Development Agency  
4           1151 Spruce Street  
5           Riverside, CA 92507

Sublessee:

              Riverside Community College District  
              Contracts, Compliance & Legal Services  
              4800 Magnolia Avenue  
              Riverside, CA 92506

6           or to such other addresses as from time to time shall be designated by the respective  
7           parties.

8           Additional Information:

9           County of Riverside  
10           Department of Facilities Management  
11           3133 Mission Inn Avenue  
12           Riverside, CA 92507-4199

13           or to such other addresses as from time to time shall be designated by the respective  
14           parties.

15           **29. Permits, Licenses and Taxes.** Sublessee shall secure at its expense,  
16           all necessary permits and licenses as it may be required to obtain, and Sublessee shall  
17           pay for all fees and taxes levied or required by any authorized public entity. Sublessee  
18           recognizes and understands that this Sublease may create a possessory interest  
19           subject to property taxation and that Sublessee may be subject to the payment of  
20           property taxes levied on such interest.

21           **30. Paragraph Headings.** The paragraph headings herein are for the  
22           convenience of the parties only, and shall not be deemed to govern, limit, modify, or in  
23           any manner affect the scope, meaning or intent of the provisions or language of this  
24           Sublease.

25           **31. County's Representative.** County hereby appoints the Director of  
              Facilities Management as its authorized representative to administer this Sublease.

**32. Agent for Service of Process.** It is expressly understood and agreed  
              that in the event Sublessee is not a resident of the State of California or it is an  
              association or partnership without a member or partner resident of the State of  
              California or it is a foreign corporation, then in any such event, Sublessee shall file with  
              the County's Director of Facilities Management, upon its execution hereof, a  
              designation of a natural person residing in the State of California, giving his or her  
              name, residence and business addresses, as its agent for the purpose of service of  
              process in any court action arising out of or based upon this Sublease, and the delivery  
              to such agent of a copy of any process in any such action shall constitute valid service  
              upon Sublessee. It is further expressly understood and agreed that Sublessee is  
              amenable to the process so served, submits to the jurisdiction of the court so obtained  
              and waives any and all objections and protests thereto.

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**33. Entire Sublease.** This Sublease 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 leases, agreements, and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

**34. Subject to Master Lease.** Sublessee expressly understands and agrees that this Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as herein defined. A copy of the Master Lease is attached hereto as Exhibit "B" and incorporated herein by reference.

**35. Interpretation.** The parties hereto have negotiated this Sublease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Sublease in its executed form.

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1           **36. Approval.** This Sublease shall not be binding or consummated until its  
2 approval by the County's board of Supervisors.

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

**RIVERSIDE      COMMUNITY      COLLEGE  
DISTRICT**

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

8            **COUNTY OF RIVERSIDE**

9  
10 By: \_\_\_\_\_  
11            Roy Wilson, Chairman  
12            Board of Supervisors

11 Attest:  
12 Nancy Romero  
13 Clerk to the Board

13 By: \_\_\_\_\_  
14            Deputy

15 Approved as to Form:

16 Joe S. Rank  
17 County Counsel

18 By: Gordon V. Woo 9/16/08  
19            Gordon V. Woo  
20            Deputy County Counsel

21 **CONSENT TO SUBLEASE:**

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

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

24 HR:pa  
25 9/10/08  
RV145C  
12.019





RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: November 18, 2008

Subject: Moreno Valley Feasibility Study-Nursing

Background: Presented for the Board's review and consideration is the Moreno Valley Feasibility Study for the Nursing program. On April 30, 2007, Riverside Community College District informed California Board of Registered Nursing (BRN) of its intention to extend and expand the District's preparation of nurses by establishing a second nursing program at its Moreno Valley Campus. The BRN in its response dated May 31, 2007 informed the District of the necessary steps associated with the process. In part, it required the District to conduct a feasibility study.

In September 2008, the District obtained the services of Ms. Diane W. Welch, Dean of Nursing, Emeritus, at Sacramento City College. She was asked to conduct a feasibility study, per California Board of Nursing guidelines. This report also will be used by the Moreno Valley campus for its strategic planning purposes.

Recommended Action: It is recommended that the Board of Trustees receive and accept the report for board consideration.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Ray Maghroori  
Vice Chancellor, Academic Affairs

Feasibility Study for a Potential Nursing Program at Moreno Valley  
College

Riverside Community College District

Submitted by

Diane D. Welch MSN, RN

Consultant

## Feasibility Study for a Potential Nursing Program at Moreno Valley College

### Overview

The purpose of this feasibility study is to determine if there is a need to establish a separate and distinct associate degree nursing (ADN) program at Moreno Valley Community College, one of three community colleges in the Riverside Community College District. Riverside Community College District already has a well established ADN program on the Riverside campus with an extended campus at the March Education Center. This study will address the status of the nursing shortage in California as well as in Riverside County as of early 2008, the steps already accomplished by Riverside City College to impact the shortage, the potential impact of a new nursing program within the Riverside Community College Service Area, and determination of what it would take to develop a new program.

#### Shortage of Registered Nurses in California

In 2007 Dr. Joanne Spetz from the Center for California Health Workforce Studies University of California, San Francisco was commissioned by the California Board of Registered Nursing (BRN) to conduct forecasts of the Registered Nurse Workforce in California. The report presents supply and demand forecasts for the Registered Nurse (RN) workforce in California from 2007 through 2030. The forecasts were based on data from the BRN's survey of registered nurses in 2006, the U.S. Bureau of Health Professions 2004 National Sample Survey of RNs, and data from the California Board of Registered Nursing's license records (Spetz, 2007).

The forecasts for the supply of RNs considered the aging of the RN workforce, the number of new graduates obtaining RN licensure in California, RNs moving to California from other states, and changes in license status. The forecasts for demand are based on national numbers of RNs per 100,000 population (Spetz, 2007).

The forecasts indicate that California continues to face a shortage of RNs with ranges between approximately 10,300 and 59,000 full-time equivalent (FTE) RNs as of 2007. Although traveling nurses have filled positions in some hospitals throughout the state, the need for more RNs remains (Spetz, 2007).

A Registered Nursing Occupation Report prepared in 2008 of the immediate Riverside Community College District service area reveals a need for 1,451 more registered nurses by 2018, an increase of 28% from the number of RNs in 2008. Of the 1,451 nurses, 479 will be needed by local government; generally, these nurses need to be baccalaureate prepared (EMSI, 2008).

#### Progress in California in Decreasing the Shortage

With the assistance of generous federal and state grants awarded to schools of nursing in California, progress has been made in meeting the need for more RNs. Expansion of established nursing programs and opening of new programs have increased the number of graduates each year.

Late in 2007, the California Board of Registered Nursing released a forecast reporting the number of new graduates for 2008 will increase 69% over the number graduated in 2004. If a

25% increase in educational capacity could be reached over the next 15 years, California could reach the national average of RNs per capita by 2022 (Jones, 2007).

### Riverside Community College District

Riverside Community College was founded in 1916 and has served surrounding communities for more than nine decades. Initially, the classrooms were located on the Polytechnic High School Campus. In 1964 a separate Board of Trustees was elected, and the Riverside Community College District separated from the Riverside City School system to become its own legal entity (Riverside Community College District Catalog, 2008-2009).

In March 1991 two additional campuses, Norco and Moreno Valley, were opened within the district and are in the process of becoming individually accredited colleges. It is projected that by 2020, more than 57,000 students will attend classes at the colleges (RCCD Catalog, 2008-2009).

For the purpose of this study, the facts presented will reflect those of Moreno Valley and Riverside City campuses.

#### *Moreno Valley Campus*

The mission statement of Moreno Valley Campus is: “Responsive to the educational needs of its region, Moreno Valley Campus offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially in health and public service preparation” (RCCD Catalog, 2008-2009).

Student demographics reflect a diverse student population. In 2007, 39% of the students were of Hispanic descent, 14% were African-American, 8% were Asian, 32% were White, and 7% were stated as “other”. As of Fall 2007, 29% of the students were under the age of 20, 27% were 20-24 years of age, 23% were 25-34 years of age, and 21% were 35 years of age and over. For the same year, 53% of the students were female, and 47% were male (RCCD Institutional Research, 2008).

In examining the courses and programs available at Moreno Valley Campus, it is apparent the administration and faculty provide excellent educational opportunities for their students. As noted in the demographics, the student population is young and ethnically diverse which enriches the community and, upon completion of their degrees/programs, will enhance their chosen professions and occupations for many years to come. The community holds the college as a whole and its health care programs in high regard and is extremely supportive of the college and its graduates.

The provision of a variety of certificates and degrees for health professions speaks to fulfilling the mission of the campus. The administration is very supportive of maintaining and growing allied health programs; the faculty members are outstanding role models for students who choose one of the health profession educational programs available. The specific health related programs include:

Dental Assisting

Physician Assistant

Dental Hygiene	Human Services
Dental Laboratory Technician	Community Interpretation for
Paramedic	Health Professionals
Emergency Medical Technician	
Medical Assisting—administration/clinical	
Medical Assisting—medical transcription	

The administration and faculty of Moreno Valley Campus are dedicated to expanding the choices of certificate and associate degree programs in health care available to the community. The programs provide numerous job opportunities for people of all ages as well as opportunities to pursue higher education.

### *Riverside City College*

The mission statement of Riverside is: “Riverside City College provides an affordable, high-quality education, including comprehensive student services and community programs, by empowering and supporting a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, the college offers tutorial and supplemental instruction, pre-college courses, transfer programs, career preparation, and technical programs leading to certificates or associate degrees. Based on a learner-centered philosophy, the college fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness (Board Approved, May 30, 2008).

Student demographics also reflect a diverse student population. In 2007, 35% of the students were of Hispanic descent, 11% were African-American, 9% were Asian, 35% were White, and 10% were stated as “other”. As of Fall 2007, 31% of the students were under the age of 20, 33% were 20-24 years of age, 16% were 25-34 years of age and 20% were 35 years of age and over. For the same year, 59% of the students were female, and 41% were male (RCCD Institutional Research, 2008).

Although the mission statement does not speak directly to allied health programs, Riverside City College provides four degree and certificate programs with the associate degree nursing program (registered nursing) having different tracks. The programs are:

- Registered Nursing (ADN)
- Vocational Nursing (VN)
- Certified Nursing Assistant

## Critical Care Nurse Certificate Program

The degrees/certificates for the health profession are specifically focused on three levels of those providing nursing care and one advanced course in critical care for registered nurses. In addition to the generic RN program, RCC currently houses an on-site ADN-BSN program in collaboration with CSU Fullerton (CSUF). RCC is working with CSUF and California Baptist University to provide a seamless ADN to MSN program.

Other pathways available toward achievement of the ADN include the Fast Track in partnership with Jurupa Unified School District (Rubidoux High School), Advanced Placement for those who are already LVNs or transferring from another registered nursing program, the Flexible Track where the student is an LVN and receives lectures in a video-streamed format that may be accessed from any computer terminal, and the 20/20 program where the student is an employee of Riverside County Regional Medical Center. In the 20/20 program, the student only works part time hours during the school year while attending classes and is paid full time wages. Less frequently used but available is the 30-unit option track in which a student, already an LVN, completes the science prerequisites and third and fourth semesters of the ADN program only. This is a non-degree track and is not recommended, although by BRN regulation must be offered.

The administration is very supportive of the nursing programs and plans for further expansion as the new Nursing/Sciences Building breaks ground in Spring 2009. The completion of this building is anticipated for Fall 2011.

The faculty are committed to providing the best nursing education possible and are outstanding role models for their students.

The Riverside City College Associate Degree Nursing Program is accredited by the National League for Nursing Accrediting Commission (NLNAC) and has one of the highest pass rates in California of the National Council Examination for Registered Nurses (NCLEX).

Beginning in 2002 the school of nursing formed partnerships with key community agencies with the goal of attaining grant funds to be used to increase enrollment, develop innovative programs, purchase needed equipment and plan for a new School of Nursing building. Within the last six years, the school has been awarded a number of federal, state, and private grants which have significantly increased the ability to enhance and expand the nursing programs.

In response to California's severe nursing shortage, almost 500 vocational nursing and associate degree nursing students were enrolled in spring 2008. An extended campus of the RCCD ADN program was opened at the March Education Center (MEC) and currently has 130 of the total number of nursing students. The new RCCD School of Nursing building, scheduled to open in 2011, will triple existing square footage and will include state-of-the-art technology. The new building will be able to accommodate all city campus and MEC nursing students; it will also allow for the ability to more than double the number of nursing students in the near future (School of Nursing at RCCD, 2008).

## Challenges for Continued Expansion of Nursing Programs in California

Although the number of graduates from registered nursing programs has increased, there remains a tremendous need in the state. There are two identified primary barriers to continuing expansion of nursing programs in California presently. One barrier is the critical need for qualified nursing faculty for all nursing programs; the other is a need for clinical placements for students in the areas reflecting their course content (Boller & Jones, 2008). Another potential challenge is the initial cost of starting a nursing program.

### *Faculty*

The critical need for nursing faculty has been documented and discussed for the last several years. In 2006, California nursing programs had a faculty vacancy rate of 6.6% or 193 positions (Spetz, 2007). Although baccalaureate prepared nurses may teach students in the clinical setting (under the direction of masters prepared faculty), graduate level education is required for full instructors as stated in the BRN regulations (California Nurse Practice Act, 2008). With the expansion of nursing programs within the state during 2007 and 2008, the need for faculty has increased significantly.

There is a perceived lack of incentive to return to school for graduate degrees, often due to major differences in salaries paid by clinical agencies compared to those paid by colleges and universities. New graduates often earn more at entry level positions than do many experienced faculty members. Another issue is a perceived lack of funding to return to school; many nurses need to work while continuing their education. Finding graduate programs considered to be “user friendly” for potential students has been somewhat difficult in the past. Recently an increase has been noted in graduate programs offered on-line as well as on-ground with hours convenient for working nurses with families.

Using baccalaureate prepared nurses as clinical adjunct faculty is common throughout California. However, they may be expert clinicians, but are often ill prepared in the concept of learning theories/styles and teaching methodologies to assist students in development of critical thinking and problem solving skills while caring for patients. A policy by the National League for Nursing Accrediting Commission (NLNAC) states fulltime faculty must have a masters degree with a major in nursing (MSN) and maintain expertise in their areas of responsibility. The majority of part time faculty must be masters prepared in nursing; the remaining part time faculty must have a BSN as a minimum (NLNAC, 2008). As an NLNAC accredited nursing program, Riverside Community College must adhere to these policies to maintain accreditation. The California Board of Registered Nursing requires programs to have more full time faculty than part time faculty (California Nurse Practice Act).

When interviewing for nursing faculty, it is not unusual to have less than three or four candidates from which to choose when trying to fill a faculty vacancy. Faculty must have the theoretical and clinical background in the specific area of content in which they will teach. Faculty for specialty areas such as psychiatric and pediatric nursing are often very difficult to find.

### *Clinical Placement*

The difficulty finding appropriate clinical placements is a critical issue. There are five clinical areas in which the BRN requires students to have theory content as well as clinical experience.



The requirements include 1) Medical/surgical nursing, 2) Pediatric nursing, 3) Maternity nursing, 4) Mental health nursing, and 5) Geriatric nursing. These content areas are necessary for student preparation for the national licensure exam (NCLEX) to become registered nurses.

Clinical agencies have been generous in providing clinical spaces for nursing students, but many have become severely impacted by the numbers of schools requesting placements. With so many schools expanding their numbers of admitted students, the need for clinical placements has surpassed the availability in many regions. Please note in Appendix A the list of clinical facilities used by a number of nursing programs in the surrounding area, most of which are expanding their programs.

A key concept to consider in obtaining clinical spaces is that of providing appropriate numbers of placements within the clinical setting concurrent with theory content taught on campus. Each clinical faculty is responsible for 10 students in the clinical setting at the same time. There must be an adequate number of patients available for students to learn how to manage more than one patient at a time. Depending upon the level of the student, there would need to be 20-40 patients available at any given time. For each faculty member in the facility, it adds 10 students, which in turn would increase the need for appropriate numbers of patients.

#### Cost

Cost has been a barrier for educational institutions to consider opening new programs in California. The initial outlay is the greatest; some of these expenses are ongoing for educational purposes. The cost includes, but is not limited to:

1. Building or remodeling classroom and laboratory space
  - a. Clinical skills lab
  - b. Simulation lab
2. Equipment for both laboratories
3. Library resources
4. Classroom furniture
5. State of the art audio-visual equipment
6. Computer laboratory
7. Administrative office space with equipment
8. Conference room space with equipment
9. Accreditation application and initial visit from NLNAC (a separate accreditation process would be needed for a new college in the district)
10. Faculty
11. Faculty offices
12. Well equipped laboratories for the physical science courses
13. Faculty for support courses required by the BRN and those general education courses required by the district for graduation.

Expansion of nursing programs in the California Community Colleges has been supported by funding provided by the governor and the legislature. The funding has been distributed by the California Community Colleges Chancellor's Office through a number of grants. With the downturn of California's economy, there is a concern the money from the state for nursing

programs may be less than it has been in the past. If the flow of money from the legislature is decreased, there will be a significant negative impact on the ability to either add new programs or expand those in existence. Building programs on “soft money” is always a risk. Colleges may be able to institutionalize the new program or expansion of an existing program or it may not be financially feasible to do so.

### Specific Challenges for the Riverside Community College District

#### *Faculty*

Dr. Sandra Baker, Dean and Director of the Nursing Programs, has fortunately been able to find and hire qualified faculty for the nursing programs as they exist presently. Several faculty are former graduates of the Riverside City College ADN program who continued their education to receive masters in nursing (MSN) and doctoral degrees. The District has “grown its own” faculty, which speaks highly of the educational experience in the nursing program and the college.

As RCC and other nursing programs in the vicinity have expanded, qualified faculty have become scarce. If schools continue to expand in Riverside and surrounding counties, the faculty shortage will become more significant than it is presently. There may be individuals who would like to teach, but lack the appropriate credentials and clinical experience to obtain a position. In addition, the discrepancy between faculty pay and that of nurses in the clinical setting is an issue in Riverside County as it is throughout the state.

#### *Clinical Placements*

Lack of clinical placement availability is, perhaps, the most critical concern when considering expansion of nursing programs or opening new nursing programs. Riverside City College uses the Inland Empire Consortium Clinical Placement system (IECP) in collaboration with 24 other nursing programs and 25 hospitals in the surrounding area (Appendix B). The IECP is an on-line clinical placement tool whereby data is collected from schools requesting placements and hospitals offering placements. This kind of tool has had success in other parts of the state in ascertaining where vacant clinical spaces are available and then trying to match school requests for dates and times. Unfortunately, there are clinical sections from a variety of schools that are unable to be placed at the dates and times requested, and negotiation occurs.

In examining the data for the Fall 2008 placements, it is apparent appropriate clinical placements are scarce (Appendix C). The clinical agencies are generous in attempting to offer the spaces they have to all schools that request them. There are facilities that have seven schools affiliating with them, sometimes six to seven days a week with day and evening shifts. Most facilities have required the students to work 12 hour shifts which helps to make room for other schools on different days.

In addition to the information in Appendix B, the Director of Education at Loma Linda University Medical Center (LLUMC) has determined they are actually beyond student nurse capacity. They host 675 students every quarter/semester on every day they are able to take

students. RCCD has one pediatric rotation per semester at LLUMC which is out of the RCC district.

While RCCD has previously been able to use Moreno Valley Community Hospital, the facility has been purchased by Kaiser and is undergoing a major transition. During this period, the hospital is not accepting students from any school or program. No decision will be made regarding student clinical placements at least until Spring 2009.

Recently, Dr. Sandra Baker, Dean and Director of Nursing Programs, was notified by Dr. Judy Papenhausen, Director, School of Nursing at California State University, San Marcos (CSUSM), that CSUSM has committed to try to place students in Kaiser facilities in San Diego and the Riverside region. They will be requesting placements at Kaiser Riverside and the new Kaiser Moreno Valley in the summer of 2009 and in the 2009/2010 academic year. This is a result of Kaiser awarding a large grant to CSUSM to develop an accelerated BSN program which will increase the number of BSN (Bachelor of Science in Nursing) prepared nurses employed by Kaiser facilities. This news has a significant impact on RCC and other nursing programs utilizing these facilities in the region. The concern is that if CSUSM students will be in Kaiser facilities, is that going to displace other students? If so, will the displaced students be able to be absorbed in already overcrowded clinical facilities?

The clinical placement document within the RCCD School of Nursing Portfolio lists the hospitals and nursing schools who are a part of the IECF system. There are 25 schools vying for spaces in 25 hospitals in the region; please note this list does not include the addition of CSUSM. Some of the schools have RN and VN programs; others have either an RN, VN or a nursing assistant program. The placements listed do not take into account health related programs such as medical assisting, physical therapy, respiratory and medical school all of which need clinical experience. Although each of these allied health programs has a different focus, their students are still in some hospitals and clinics with the nursing students. Staff members are inundated with healthcare students and often request some time without them, such as Saturdays or Sundays or both.

When looking for clinical placements for students, faculty consider a number of factors as they try to provide the best educational experiences possible. Shift times for clinical experience must often be scheduled around class times, especially when classroom space is used to capacity. Occasionally, times available for classroom time and clinical experience overlap, and adjustments have to be made in order to accommodate everyone using the facilities. Clinical experiences on Saturdays and Sundays are not often as meaningful to the students' education as are those during the week. In some institutions, opportunities for observing and participating in procedures and exposure to activities of other health care staff relating to patient care may not be available. In larger teaching hospitals, experiences are generally available seven days a week.

The kinds of clinical experience required are dependent upon the level of the student within the program and the nursing content being taught. For example, when students are learning in class about caring for medical/surgical patients with cardiovascular/pulmonary entities, they should be caring for patients with the same disease processes they have studied in class. The educational principle of transferring theory to practice is paramount in nursing. The concurrent theory and

clinical experience allows the student to synthesize the information and safely apply it in practice.

An example of the need for specificity in placement of students is: if a facility has spaces for students in a critical care unit but the student is in a foundational theory course, there is a disconnect in the learning that should occur. The student does not have the theoretical background to transfer appropriate knowledge to safely care for the patients.

Use of simulation in nursing education has significantly increased as the technology has developed to a level that provides excellent opportunities for learning. The Board of Registered Nursing allows for 25% of clinical laboratory experiences to be accomplished through the use of simulation. There is a pilot project presently at the University of San Francisco, School of Nursing to explore the effect on nursing students' learning if the percentage of simulation is increased. Depending upon the outcome of the project, the experience may be replicated at other schools to establish validity for an increase of time allowed. One of the advantages of simulation is the ability to allow students to make errors without harming a patient and learn from the experience. The BRN is clear that simulation experiences will not replace the need for real-life patient care.

The issue of lack of appropriate clinical spaces for students is paramount when considering expansion of nursing programs, either with the program itself or opening new programs. It is projected that more hospital beds will be available in the Riverside Community College District service area within the next five years. However, the timing is unclear.

An especially exciting project is the development of a multi-level health care complex through the March Joint Powers Authority and March Healthcare Development, LLC. The plans include development of three acute care hospitals, facilities for the concept of senior continuum of care from independent living to skilled nursing and hospice, a wellness center, medical office buildings, a center for research and education, a facility for rehabilitation opportunities, facilities for overnight lodging for patients' families, outpatient services and retail space, both medical and non-medical.

The three acute care hospitals will be built over a span of several years. One will have 100-300 beds for general medical/surgical acute care services. The two other hospitals will be specialty hospitals of 100 beds or less, dependent upon the need. As of October 2008, the timing for breaking ground on the first hospital is expected to be late 2009 to 2011. The availability for student clinical placements is not able to be determined at this time due to an unknown date of completion of the hospital(s).

#### *Cost*

The infrastructure may be the greatest cost to consider if classroom, laboratory, administrative, and faculty space is not available for implementation of a new program.

The space needs are predicated on enrolling 30-40 nursing students once a year.

1. A minimum of two classrooms
2. A clinical skills lab
3. Supply space in the labs
4. A simulation lab with space for a minimum of two human simulators with the compressors and other equipment used to run them
5. Office space for a minimum of six full time faculty
6. A conference room with furniture
7. A supply room for audio-video equipment
8. Administrative office space for a director of nursing
9. Office space for support persons
10. Computer laboratory

#### Equipment, supplies and resources needed

1. Library resources
2. Classroom furniture fully inclusive of classroom furniture, white boards, window coverings, state-of-the-art technology for various teaching methodologies.
3. Equipment and supplies for four hospital bed units in the skills lab
4. Conference room furniture
5. State of the art audio-visual equipment
6. Well equipped laboratories for the physical science courses
7. Computers, printers and supplies for the computer lab

#### Other

1. Minimum of six full time faculty
2. One administrative position for Director of Nursing
3. Funding for NLNAC Accreditation process and continuing yearly costs of accreditation.
4. Faculty for support courses required by the BRN and those general education courses required by the district for graduation. This cost is dependent upon the need for more sections of physical sciences, humanities, social sciences, English and mathematics courses.

#### Potential Sources of Funding for a Nursing Program at Moreno Valley Campus

With the state of the national and state economy, funding sources to assist the district in beginning a new nursing program may be difficult to obtain. The most likely sources may include:

1. U.S. Department of Health and Human Services
  - a. Health Resources and Service Administration (HRSA)
2. Robert Wood Johnson Foundation
3. WellPoint, Inc. through the Foundation for California Community Colleges
4. California Nurse Education Initiative

5. Song-Brown Nursing/Office of Statewide Health Planning and Development
6. Local healthcare systems utilized by nursing students
7. District funds/bonds

A number of schools of nursing in the state have been successful in having healthcare systems assist in paying for nursing faculty. This support is very individual, often dependent upon developing strong partnerships as well as the ability of the persons involved in the process to work together.

### Discussion

#### *Riverside City College School of Nursing*

The faculty of Riverside City College School of Nursing have expressed concerns about the impact of adding a new nursing program in the district on the RCC program. Major points that have been made include:

1. With the advent of the coming new Nursing/Sciences building (ground breaking is to occur spring of 2009) and the ability to increase enrollment, the perception is there is no need for an additional program in the district.
2. It does not make economic sense to duplicate resources.
3. Based on the state of the economy, concern was expressed that to open a new program would deplete the district's resources, which in turn may deplete resources needed at RCC School of Nursing as they expand to the new building.
4. Grave concern was expressed regarding lack of clinical spaces for additional students should a new program open with special attention to the lack of spaces for mandated clinical specialties.
5. Finding additional qualified nursing faculty is difficult at best.
6. Concern was expressed related to a new RCCD nursing program competing with Riverside City College for grants, hospital/private donations, and other resources.
7. How would the administrative structure function that would connect and integrate two separate programs?

#### *Moreno Valley Campus*

The Moreno Valley Campus faculty and administrators feel strongly that to have a nursing program would help fulfill the mission of the college. Many of the prerequisites are those that are also taken by other healthcare students; the classrooms, labs and faculty are already in place. The healthcare programs already established are strong with a lot of community support; a nursing program would be very welcome in the community. A need may exist to add portable classrooms, but there is a lot of space in which to expand. The geographic placement of the campus would allow for better access to college and nursing courses for students who live in the Moreno Valley area. There would be no need to travel to the Riverside campus for classes.

#### *Consultant*

Moreno Valley Campus is very impressive. The healthcare faculty and administrators are extremely committed to providing the community, in which the college resides, numerous opportunities for education leading to jobs in the healthcare arena. National statistics have shown

the health care occupations to be high on the list of job availability. It is obvious the faculty are experts in their chosen clinical professions as well as being committed educators. The programs they provide are outstanding, and the commitment to expand the number of offerings is to be commended.

The support from the community is outstanding. Having the opportunity to interact with the City Council was an exceptional experience, and the support for nursing and a new nursing program at Moreno Valley Campus was truly magnificent. At each meeting with professionals in the community, it was clear the need for nurses is understood by all.

The Riverside City College nursing program is well known as one of the premier nursing programs in California. The number of programs and tracks has allowed for those pursuing nursing careers to have opportunities to meet their goal. There still remain a large number of potential nursing students in the community who are unable to actually be admitted to a program and are waiting for an opportunity. When the new building opens on the Riverside campus, space will be available to increase the number of students admitted.

A major challenge to be overcome is the lack of available clinical spaces for nursing students. With all nursing programs in the area increasing the number of students they are admitting, and with schools such as CSUSM bringing students into the same facilities used by up to seven different programs, appropriate spaces are extremely limited. The possibility of new hospitals opening is on the horizon but they are in the future, and it is difficult to project when clinical spaces would be available for students. In meeting with administrators from Kaiser Permanente, it is apparent at this time that their facilities are at full capacity with students. With Kaiser's purchase of Moreno Valley Community Hospital, they will not be accepting students during the transition period and will not make any decisions regarding student placement until spring 2009. Kaiser remains very supportive of all nursing programs and is committed to nursing education and the programs with which they have been involved.

Although it could take up to two years before a new nursing program would be able to admit students, it is difficult to project how many clinical spaces would be available when the students are ready to start their clinical experiences. During this period of time other programs will continue to expand, including the program at Riverside City College. Creative scheduling and use of simulation may make a difference; however, there is no way yet to predict how simulation will impact the need for clinical spaces.

The critical faculty shortage has to be addressed before additional expansion can occur. As noted in discussion regarding clinical placements, all programs have expanded, and the shortage of qualified faculty has continued as available faculty have been hired during this expansion period.

With the opening of the new Nursing/Sciences building in 2012, the existing nursing program will have the ability to triple student capacity and will have state-of-the-art equipment available to educate their students. With the cost involved in opening a new nursing program in the district it would seem more cost effective to maintain the already approved major resources at one campus.

From a transportation perspective, it is 16.26 miles between the Moreno Valley and Riverside Campuses which is not a major distance to travel for students wanting to attend the nursing

program at Riverside. All of the prerequisites could continue to be taken at Moreno Valley along with the other healthcare students. Nursing students who reside in Moreno Valley can obtain clinical placements in Moreno Valley.

The student demographics at both colleges are quite similar and demonstrate the diversity of the population in the RCCD Service Center. Both colleges are providing education to students from diverse backgrounds and are enabling these students to achieve success in healthcare professions and occupations.

### Recommendation

It is the recommendation of this consultant that Riverside City College remain as the only nursing program in the Riverside Community College District at this time. In studying and evaluating the information available, the cost involved in starting a new program when resources are already in place elsewhere in the district, the shortage of qualified nursing faculty, and the critical shortage of clinical placements now and in the near future have formed the decision to make this recommendation.

Riverside City College has in place a career ladder for nursing which is effective in allowing students to enter at different levels and continue, if they wish, to become a registered nurse. Nursing has been and continues to be a clear and distinct focus for the college.

I also recommend that within the next five years the Riverside Community College District reevaluate the potential to open an additional nursing program based on the needs and availability of all resources at that time. The administration and faculty of Moreno Valley Campus are committed professionals and have built a strong allied health department. Revisiting the question at a later date may demonstrate the feasibility of including nursing in their offerings. There is no question there is immense support from the Moreno Valley community for the college and its healthcare programs. As plans for new hospitals come to fruition and the population continues to grow, the time for an additional nursing program may be evident.



## Reference List

Baker, S. (2008) School of Nursing at RCCD portfolio

Boller, J. & Jones, D. (2008). *Nursing education redesign for California*. Berkeley, CA:  
California Institute for Nursing and Health Care.

California Nurse Practice Act retrieved from [www.rn.ca.gov](http://www.rn.ca.gov)

Economic Modeling Specialists, Inc (EMSI) 2008.

Jones, D. (2007). Snapshot—status of the California workforce. Berkeley, CA: California  
Institute for Nursing and Health Care.

National League for Nursing retrieved from [www.nlnac.org](http://www.nlnac.org)

Riverside Catalog 2008-2009 retrieved from [www.rcc.edu](http://www.rcc.edu)

Spetz, J. (2007). Forecasts of the registered nursing workforce in California. Retrieved  
October 8, 2008 from <http://www.rn.ca.gov>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: November 18, 2008

Subject: Resolution to Amend the Appendix of Riverside Community College District's Conflict of Interest Code

Background: On December 12, 2006, the Board approved revisions to Board Policy 2712 establishing a Conflict of Interest Code and Appendix. The Appendix designates those employees, members, officers, and consultants who are subject to the District's Code and who must complete Form 700 each year, disclosing any conflicts of interest. By law, the District must update the Appendix every two years. Since approval in 2006, new job titles have been added, some job titles have been abolished, and other titles have been revised. In order to keep our Conflict of Interest Code Appendix current and pursuant to the Political Reform Act of 1974, these job title changes need to be made to the Appendix and approved by the Board of Trustees by way of a Resolution.

Recommended Action: It is recommended that the Board of Trustees adopt Resolution No. 08-08/09, amending the Appendix of the District's Conflict of Interest Code, pursuant to the Political Reform Act of 1974.

Irving G. Hendrick  
Interim Chancellor

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

LEGISLATIVE VERSION  
(SHOWS CHANGES)

APPENDIX

CONFLICT OF INTEREST CODE  
OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

(Amended November 18, 2008)

EXHIBIT "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701b), are NOT subject to the District's Code, but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et. Seq.). [Regs. §18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>3</sup>

Members of the Board of Trustees

Chancellor

Vice Chancellor, Administration and Finance

Associate Vice Chancellor, Finance

Investment Consultants

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<sup>3</sup>Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by §87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
<del>4faculty.org Project Manager</del>	<del>6</del>
<b>Accounting Services Manager</b>	<b>1, 2</b>
Activity Director, <del>Hispanic Serving Institutions</del> Title V	6
<del>Assistant Custodial Manager</del>	<del>6</del>
Assistant Dean, Library & Learning Resources	6
Assistant Director, Admissions and Records	6
Assistant Director, <b>Student</b> Financial Services	6
Assistant Director, Operations	6
Assistant Director, RCC Foundation	6
<del>Assistant Grounds Manager</del>	<del>6</del>
<del>Associate Dean, Academic Innovative Programs/Occupational Ed.</del>	<del>6</del>
<del>Associate Dean, College Program Support</del>	<del>6</del>
Associate Dean, Early Childhood Education	6
<del>Associate Dean, Early Childhood Programs Education</del>	<del>6</del>
Associate Dean, <del>Governmental Relations, Grants and Contracts</del>	6
<b>Associate Dean, Student Success</b>	<b>6</b>
Associate Dean, Teacher Preparation and Education Programs	6
Associate Director, <del>Grants and Contract Services</del>	6
Associate Director, Institutional Research	6
Associate Vice Chancellor, Facilities Planning Design & Construction	1, 2

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
Associate Vice Chancellor, Information Services	6
Associate Vice Chancellor, Institutional Effectiveness	6
Associate Vice Chancellor, Instruction	6
Associate Vice Chancellor, Public Affairs & Institutional Advancement	6
Associate Vice Chancellor, Student Services/Operations	6
<del>Auxiliary Business Services Manager</del>	<del>1, 2</del>
Budget Manager	5
<del>Campaign Manager</del>	<del>6</del>
Campus Administrative Support Center Manager	6
<b>Capital Program Administrator</b>	<b>6</b>
Community Education Supervisor	6
<del>Construction Program Manager</del>	<del>3, 6</del>
Custodial Manager	6
<b>Dean of Academic Support</b>	<b>6</b>
Dean of Education	6
Dean of Instruction	6
<b>Dean/Principal, Gateway to College &amp; RSA Charter School</b>	<b>6</b>
Dean, Public Safety Education and Training	6
Dean, Riverside School for of the Arts	6
Dean, Student Services	6
Dean, <del>Technology &amp;</del> Economic Development <b>and Community Education</b>	6

<u>DESIGNATED EMPLOYEES'</u> <u>TITLE/FUNCTION</u>	<u>DISCLOSURE CATEGORY</u> <u>ASSIGNED</u>
Director, Administrative Services	5
Director, Administrative Support Center	6
Director, Capitol Planning	1, 2
<b>Director, Career &amp; Technical Education Projects</b>	<b>6</b>
Director, Center for Applied Competitive Technologies	6
Director, Center for International Students and Programs	6
Director, Center for International Trade and Development	1
<del>Director/Chief of College Safety and Police</del>	6
Director, Communications and Web Development	6
Director, Contracts, Compliance & Legal Services/ Assistant to the Chancellor	1, 2
<b>Director, Cooperative Title V</b>	<b>6</b>
<del>Dean, Riverside School for the Arts</del>	6
Director, Corporate and Business Development	6
<del>Director, Design And Construction</del>	1, 2
Director, Distance Education	6
Director, Diversity and Human Resources	6
<b>Director, Facilities Operations and Maintenance</b>	<b>6</b>
<b>Director, Facilities Planning Design and Construction</b>	<b>1, 2</b>
Director, Fire Technology/Fire Academy Program	6
<b>Director, Food Services</b>	<b>6</b>
Director, Foster and Kinship Care Education Program	6
Director, Foster Youth Emancipation Program	6

DESIGNATED EMPLOYEES'  
TITLE/FUNCTION

DISCLOSURE CATEGORY  
ASSIGNED

<del>Director, Gear Up</del>	<del>6</del>
Director, Grants and Contract Services	6
Director, Hospitality/Culinary Arts Program	6
Director, Internal Audits	6
Director, Law Enforcement Training Programs	6
Director, Middle College High School	6
Director, Plant Operations and Maintenance	6
Director, Procurement Assistance Center	6
Director, RCC Foundation and Alumni Affairs	6
Director, Software Development	6
<b>Director, Upward Bound Program</b>	<b>6</b>
Director, Workforce Preparation Grants & Contracts	6
<del>District</del> Associate Dean, School of Nursing	6
<del>District</del> Controller	1, 2
<del>District</del> Dean Institutional Research	6
<del>District</del> Dean, Admissions and Records	6
<del>District</del> Dean, Disabled Student Programs and Services	6
<del>District</del> Dean, Occupational Education	<del>6</del>
<del>District</del> Dean, Open Campus	6
<del>District</del> Dean, Physical Education and Athletics	6
<del>District</del> Dean, School of Nursing	6
<del>District</del> Dean, Student Financial Services	6

DESIGNATED EMPLOYEES'  
TITLE/FUNCTION

DISCLOSURE CATEGORY  
ASSIGNED

<del>District Dean, Workforce Development</del>	<del>6</del>
District Dean/Director, Institutional Reporting and Academic Services	6
District Director, Diversity, Equity and Compliance	6
District Director, Health Services	6
District Director, Sports Information/Athletic Event Supervisor	6
EOPS Director	6
<b>Early Childhood Education Center Manager</b>	<b>6</b>
Executive Assistant to the Chancellor and Chief of Staff	1
<del>Executive Dean, Technology and Learning Resources</del>	<del>6</del>
<b>Executive Dean, Workforce Development and Student Support Programs</b>	<b>6</b>
Facilities Manager, Grounds and Projects	6
Food Services Manager	6
General Counsel	1, 2
Health Services Supervisor	6
<del>Human Resources Administrative Manager</del>	<del>6</del>
Instructional Media Center Manager	6
Instructor/Dean, Health Sciences Program	6
<del>International Trade Specialist</del>	<del>6</del>
<del>Library Learning Resources Administrative Manager</del>	<del>6</del>
Maintenance Manager	6
<del>Maintenance Site Manager</del>	<del>6</del>



DESIGNATED EMPLOYEES'  
TITLE/FUNCTION

DISCLOSURE CATEGORY  
ASSIGNED

Manager, Payroll	6
Microcomputer Support Supervisor	6
Network Manager	6
<del>Outcomes Assessment Specialist</del>	<del>6</del>
President, Moreno Valley Campus	1, 2
President, Norco Campus	1, 2
President, Riverside City College	1, 2
Producing/Artistic Director	1
Project Director, <del>Title V Developing Hispanic Service Institutions Grant</del>	6
<del>Project Director, Gateway to College</del>	<del>6</del>
<b>Project Manager</b>	<b>6</b>
Purchasing Manager	5
Purchasing Specialist	5
Statewide Director, Center for International Trade Development	6
<b>Student Services Supervisor</b>	<b>6</b>
Supervisor/Sergeant, Safety and Police	6
<del>Talent Search Director</del>	<del>6</del>
<b>Title V, Grant Coordinator</b>	<b>6</b>
Tri Tech Small Business Development Center Director	6
Trio Director	6
Vice Chancellor, Academic Affairs	6

DESIGNATED EMPLOYEES'  
TITLE/FUNCTION

DISCLOSURE CATEGORY  
ASSIGNED

Vice Chancellor, Diversity & Human Resources	6
Vice Chancellor, Student Services and Operations	6
Vice President, Academic Affairs	6
Vice President, Business Services	1, 2
<b>Vice President, Career and Technical Programs</b>	<b>6</b>
Vice President, Educational Services	6
Vice President, Student Services	6
Warehouse Supervisor	6
Consultant <sup>4</sup>	

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<sup>4</sup> Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chancellor, or designee, may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's, or designee's, determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **EXHIBIT B**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside the jurisdiction of the District.

Category 3: All investments and business positions in, and sources of income from business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in, and sources of income from business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department, Unit or Division.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: November 18, 2008

Subject: Revised and New Board Policies – First Reading

Background: In keeping with our current process of updating our Board Policies and adopting new Policies, the items below come before the Board for first reading.

The District

Policy 1200 – District Mission – updating the revised District and Riverside City College mission statements.

General Institution

3505 – Disaster Preparedness/Emergency Operations Plan. This was pulled from the October agenda in order to provide more information about violations and penalties. This is a new policy for the District.

3519 – Elder Abuse or Dependent Adult Abuse Reporting – This is a new policy for the District. When the District adopted the Policy on Child Abuse Reporting, it was suggested that a similar policy be prepared re Elder Abuse.

Academic Affairs

4220 – Standards of Scholarship – This is a new Policy for the District

4225 – Course Repetition – This is a new Policy for the District

4231 – Grade Changes – This is a new Policy for the District

4270 – Attendance Reporting – Replaces current Policy 6055.

Human Resources

7310 – Nepotism – Replaces current RCCD Policies 3005/4005. This was pulled from the October agenda for revision/addition of some language.

7330 – Communicable Disease – New

7340 – Leaves – Replaces current RCCD Policies 3020/4020 and 4021.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 1200, 3505, 3519, 4220, 4225, 4231, 4270, 7310, 7330 and 7340.

Irving G. Hendrick  
Interim Chancellor

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

## Riverside Community College District Policy

**No. 1200**

**The District  
DRAFT**

### **BP 1200 DISTRICT MISSION**

**Reference:**

Accreditation Standard I

The mission of the ~~Riverside Community College District~~ is:

Riverside Community College District  
Mission Statement

***Revised and Adopted by the Board of Trustees on October 21, 2008***

***Riverside Community College district is dedicated to the success of our students and to the development of the communities we serve.***

***To advance this mission, our colleges and learning centers provide educational and student services to meet the needs and expectations of their unique communities of learners.***

***To support this mission, District Offices provide our colleges with central services and leadership in the areas of advocacy, resource development, and planning.***

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

Moreno Valley Campus  
Mission Statement  
*Adopted by MV Strategic Planning Committee, May 11, 2006*

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

Norco Campus  
Mission Statement  
*Adopted by Norco Strategic Planning Committee, May 15, 2006*

Today's students, tomorrow's leaders.

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

Riverside City **College**  
Mission Statement  
*Revised and Adopted by Riverside Strategic Planning Committee, May 30, 2008*

***Riverside City College provides an affordable, high-quality education, including comprehensive student services and community programs, by empowering and supporting a diverse community of learners as they work toward individual achievement and life-long learning. To help students achieve their goals, the college offers tutorial and supplemental instruction, pre-college courses, transfer programs, career preparation, and technical programs leading to certificates or associate degrees. Based on a learner-centered philosophy, the college fosters critical thinking, develops information and communication skills, expands the breadth and application of knowledge, and promotes community and global awareness.***

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

~~innovative educational opportunities.~~

The mission statements are evaluated and revised on a regular basis.

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Date Adopted: May 15, 2007

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***Revised:***

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General Institution  
DRAFT

**BP 3505 DISASTER PREPAREDNESS/EMERGENCY OPERATIONS  
PLAN**

**References:**

Disaster Relief Act  
California Emergency Services Act, Government Code Sections 8550-8668  
**Penal Code Sections, 148(a) and 529.5**

*The District has established this Policy with the objective of ensuring the well being, safety and security of all personnel, students, visitors and children in child care programs during an emergency and to protect District property and data. This Policy will provide for the preparation and carrying out of plans for the protection of persons and property within the District in the event of the emergency or disaster conditions hereinafter referred to, the direction of the disaster organization and the coordination of the disaster functions of the District, with the City, County and with all other public agencies, corporations, organizations and affected private parties.*

*The Chancellor is directed to prepare an Emergency Operations Plan for the District. Said Plan shall be the Procedure for this Policy.*

**DEFINITIONS**

*As used in this Policy, the following words and phrases shall have the meanings respectively ascribed to them:*

*Local Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of the District, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy.*

*State of Emergency – the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the District caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency”, which conditions, by reason of their magnitude, are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of any single city or county and require the combined forces of a mutual aid region or regions to combat.*

*State of War Emergency – the conditions which exist immediately, with or without a*



***proclamation of the Governor, whenever this State or nation is attacked by an enemy of the United States, or upon receipt by the State of a warning from the Federal Government indicating that such an enemy attack is probable or imminent.***

***Other terms used herein shall have meanings as used in the California Emergency Services Act.***

#### **MEMBERSHIP OF DISASTER CORPS**

***The District disaster corps consists of all employees of the District, together with all volunteers and all groups, organizations and persons commandeered under the provisions of the California Emergency Services Act and this Policy, with all equipment and material publicly owned, volunteered, commandeered or in any way under the control of the aforementioned personnel, for the support of the aforementioned personnel in the conduct of disaster operations.***

#### **ACTIVATION OF DISASTER CORPS**

***The District disaster corps shall be activated and shall function as a disaster relief body, only:***

- 1. Upon the existence of a "state of war emergency";***
- 2. Upon the declaration by the Governor of the state, or of persons authorized to act in his stead, of a "state of emergency" affecting and including the District;***
- 3. Upon the declaration of a "local emergency" by the Riverside County Board of Supervisors, or by persons authorized to act in its stead, affecting and including the District;***
- 4. Upon the declaration of a "local emergency" by the City Councils of the Cities of Riverside, Moreno Valley, and Norco, or by persons authorized to act in their stead, affecting and including the District; or,***
- 5. Upon the declaration of a "local emergency" by the Board of Trustees of the District, or by persons authorized to act in their stead.***

#### **EMERGENCY OPERATIONS PLAN (EOP)**

***The disaster corps shall be composed of such elements as are provided for in the EOP of the District. The administrators of the District shall have the authority and duty to plan for the mobilization, operation and support of that segment of the disaster corps for which each is responsible as provided for in the EOP of the District and to conduct the activities thereof.***

***A copy of the EOP is available on the District's website at \_\_\_\_\_, or in the office of the Chancellor, Vice Chancellors, Presidents, the Emergency Operations Center and each Department Operations Center.***

**EMERGENCY SERVICES DIRECTOR**

***The Chancellor shall be the Emergency Services Director (ESD) and shall have authority over a declared District emergency. In the absence or inability to act of the Chancellor, he/she shall be succeeded as Emergency Services Director by the following officials in the order named:***

***Vice Chancellor, Student Services and Operations  
Vice Chancellor, Administration and Finance***

**EMERGENCY SERVICES DIRECTOR – POWERS AND DUTIES**

***The ESD shall have the following powers and duties:***

- 1) To make appointments, subject to the approval of the Board of Trustees, within the disaster corps;***
- 2) To request the Board of Trustees to proclaim the existence of a “local emergency” if the Board is in session, or to issue such proclamation if the Board is not in session. Whenever a “local emergency” is proclaimed by the ESD, the Board shall take action to ratify the proclamation with seven days thereafter or the proclamation shall have no further force or effect;***
- 3) During the existence of a “state of war emergency”, or the proclaimed existence of a “state of emergency”, or a “local emergency” affecting the District to:***
  - A) Control and direct the activities of the District’s disaster corps,***
  - B) Use all District resources for the preservation of life and property and to reduce the effects of disaster,***
  - C) Resolve questions of authority and responsibility that may arise in disaster operations,***
  - D) Obtain vital supplies, equipment and other resources needed for the preservation of life and property by either binding the District for fair value thereof or, if required immediately, by commandeering same for public use,***
  - E) Delegate to administrators and other employees of the District such duties and authorities as he/she deems necessary,***
  - F) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by any conditions proclaimed as provided herein,***
  - G) Require emergency services of any District administrator or other employee and to command the aid of as many citizens of the community as he/she deems necessary in the execution of his/her duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,***

- H) **Exercise complete authority over the District,**
  - I) **Apply for federal financial assistance under the Disaster Relief Act.**
- 4) ***In addition to the powers noted here, the ESD shall have such powers incidental to the performance of his/her duties as ESD as shall be necessary to allow him/her to carry out the EOP of the District. It is the intent of the powers enumerated in this Policy are not intended to be limitations upon his/her power.***

#### **OFFICE OF EMERGENCY SERVICES**

***The office of emergency services shall be headed by the Emergency Services Coordinator (ESC), who is the District's Director/Chief, College Safety and Police. This office may consist of other positions as may be established by the Board.***

#### **EMERGENCY SERVICES COORDINATOR – POWERS AND DUTIES**

***The ESC shall, prior to the existence of a “state of war emergency”, a “state of emergency”, or a “local emergency”:***

- 1) ***Develop and coordinate basic disaster planning for the District to provide for the use of all governmental entities; resources and equipment; all commercial and industrial resources; and all such special groups, bodies and organizations as may be needed to support disaster operations;***
- 2) ***Develop and coordinate such disaster training programs and exercises as may be needed;***
- 3) ***Develop and coordinate a public information program designed for basic self-protection;***
- 4) ***Coordinate planning and training with the Riverside County Office of Emergency Services and with other federal, state, county and city disaster or emergency agencies, and with appropriate elements of the Armed Forces;***
- 5) ***Recommend to the ESD matters of policy for consideration by the Board insofar as they relate to disaster; and,***
- 6) ***During a “state of war emergency”, a “state of emergency”, or a “local emergency” affecting the District, the ESC shall:***
  - A) ***Serve as staff advisor to the ESD; and,***
  - B) ***Perform such duties as may be assigned by the ESD.***

## **ORDERS**

***During the existence of a “state of war emergency” or of a proclaimed “state of emergency” or “local emergency” affecting the District, each member of the District disaster corps shall have authority to require that all persons follow reasonable orders given by him/her within the scope of his/her functions in order to execute the EOP of the District, and the willful failure of any person to follow such reasonable order or orders is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than six months, or both.***

## **CONTINUITY OF GOVERNMENT**

***For the purposes of this Policy, the line of succession for key personnel of the government and operation of the District shall be as follows:***

- 1) For the Chancellor: Anyone of the following positions, based on ability to serve – Vice Chancellor Academic Affairs, Vice Chancellor Administration and Finance, Vice Chancellor Diversity and Human Resources, Vice Chancellor Student Services/Operations.***

## **POWERS OF SUCCESSION – DISTRICT DEPARTMENTS**

***Each person who succeeds to each position of office within a District Department, as provided herein, and as provided in the EOP of the District, shall succeed to all the powers and duties of the office succeeded to immediately upon such succession.***

## **VIOLATIONS**

***It is a misdemeanor for any person during a disaster to:***

- 1) Willfully obstruct, hinder or delay any member of the District disaster corps in the enforcement of any lawful rule, regulation or order issued pursuant to this Policy, or in the performance of any duty imposed upon them by virtue of this Policy;***
- 2) Do any act forbidden by any lawful rule, regulation or order issued pursuant to this Policy if such is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil life or property, or to prevent, hinder or delay the defense or protection of persons or property;***
- 3) Wear, carry or display, without authority, any means of identification specified by the civil defense and/or disaster agencies of the federal or state governments.***

**PENALTIES**

***For the violations listed above, the offense is a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both the fine and imprisonment.***

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**NOTE:** This Policy is legally required. There does not appear to be a current Riverside CCD Policy that addresses this issue. Language in ***bold italic type*** has been prepared by RCCD staff.

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**Date Adopted:**

**General Institution  
DRAFT**

**BP 3519 ELDER OR DEPENDENT ADULT ABUSE REPORTING**

**References:**

Penal Code Sections 11174.4 – 11174.9;

Welfare and Institutions Code Sections 9700, 15600, **et seq.**, and 15750 - 15766

**The Chancellor shall establish procedures related to the reporting of suspected abuse and neglect of elder and/or dependent adults.**

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**NOTE:** *This policy is **legally advised**. The language in **bold type** is recommended wording from RCCD staff based on state law. There does not appear to be a current policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by RCCD staff)*

**BP 4220 STANDARDS OF SCHOLARSHIP**

**References:**

Education Code Section 70902(b)(3);  
Title 5 Sections **55002-55044**

**The Chancellor shall establish procedures for standards of scholarship consistent with the provisions of Title 5 Sections 55750 et seq. and Board Policy.**

**The procedures shall address: grading practices, academic record symbols, grade point average, credit by examination, academic and progress probation, academic and progress dismissal, academic renewal, course repetition, limits on remedial coursework, and grade changes.**

**The procedures shall also be described in the catalog(s).**

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**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 CCD Policy that addresses this issue.*

---

**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Academic Affairs  
DRAFT**

**BP 4225 COURSE REPETITION**

**References:**

Title 5 Sections 55**040-55044**, and 58161

**Students may repeat courses in which substandard grades (*D, F, or N/P*) were earned; *extenuating circumstances demonstrated; a significant lapse of time (defined as 5 years or more); the course is a special class for students with disabilities which needs to be repeated; or, the repetition is necessary to meet a legal mandate as a condition of continued paid or voluntary employment.***

**When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history.**

***Under special circumstances, students may repeat courses in which a C, CR, P or better grade is earned. The special circumstances are defined in administrative procedures.***

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**NOTE:** *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). 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 CC League and the League's legal counsel)*



**Academic Affairs  
DRAFT**

**BP 4231 GRADE CHANGES**

**Reference:**

Education Code Sections 76224 and 76232  
Title 5, Section 55025

The Chancellor shall implement procedures to assure the accuracy and integrity of all grades awarded by faculty. The procedures shall include, but not necessarily be limited to, the following:

- ❖ Assurance that in the absence of mistake, bad faith, fraud or incompetence, the grades awarded by faculty shall be final.
- ❖ Procedures for students to challenge the correctness of a grade.
- ❖ The installation of security measures to protect grade records and grade storage systems from unauthorized access.
- ❖ Limitations on access to grade records and grade storage systems.
- ❖ Discipline for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.
- ❖ Notice to students, faculty, transfer institutions, accreditation agencies and law enforcement agencies if unauthorized access to grade records and grade storage systems is discovered to have occurred.

***Also see BP 3310 titled Records Retention and Destruction, AP 4231 titled Grade Changes, and BP/AP 5040 titled Student Records.***

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**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.

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**Date Approved:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Student Services  
DRAFT**

**BP 4270 ATTENDANCE REPORTING**

**References:**

Title 5 Sections 51000 et seq., ~~59020, 59022, 59023, 59024, 59025,~~  
~~59026, 59027, 59028, and 59029;~~  
Education Code Sections ~~68000, 71020, 76000, 76300, 84040, 84040.5,~~  
~~84040.6, and 84500~~

❖ **From Riverside CCD Policy 6055 titled Enrollment, Attendance, and Disenrollment**

The Riverside Community College District recognizes the importance of establishing guidelines for attendance accounting. Therefore, in accordance with State guidelines, ~~regulations and procedures shall be established to document all course enrollment, attendance, and disenrollment information.~~ ***This information will be reported three (3) times per year in the District's Apportionment Attendance Report (320 Report).*** ~~Approved procedures for the implementation of this policy are to be found in the Office of Admissions and Records.~~

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**NOTE:** This policy is **legally required**. The language in regular type is current Riverside CCD Policy 6055 titled Enrollment, Attendance, and Disenrollment adopted on 3-6-84. The language in **bold italic type** has been provided by RCCD staff.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 6055)*

Human Resources  
DRAFT

**BP 7310 NEPOTISM**

**References:**

Government Code Sections 1090 et seq. and 12920 et seq.  
California Family Code 297, et seq.

*The District does not prohibit the employment of a relative, an immediate family member or domestic partner (as defined by Family Code Sections 297 et seq.) of a current employee in the same department or division, with the exception that they shall not be assigned to a position within the same department, division, or site that has an immediate family member, as defined below, who is in a position to recommend or influence personnel decisions.*

*Employees and Board members are prohibited from making or influencing personnel decisions about an employee who is in his/her immediate family, as defined below, or living in the same household.*

*Any employee of the District is also prohibited from making any admissions, financial aid, work-study, student hourly employment, or internship decisions for student(s) who are in the employee's immediate family, as defined below.*

*Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative or domestic partner as defined by Family Code Sections 297 et seq.*

*For purposes of this policy, immediate family means those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: spouse, domestic partner, parents, grandparents, siblings, children, grandchildren, children for which the employee or spouse is a legal guardian, foster child, foster parent, uncles, aunts, nieces, nephews and in-laws or any other relative living in the employee's home.*

*The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest.*

*Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place*

***spouses in the same department, division, or facility. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest.***

***This policy applies to all employees of the district, including student employees.***

Employees have the responsibility ***to immediately disclose*** for disclosing in writing that a conflict of interest may exist to the dean, director, department head or other relevant administrator prior to making any employment decisions. ***Failure of the employee to notify the District may lead to disciplinary action.***

### **~~From current Riverside CCD Policy 3005/4005 titled Employment of Relatives/Nepotism~~**

~~The Board of Trustees recognizes that the Riverside Community College District may employ for any position qualified individuals who are related to a current employee. This policy establishes regulations for the District.~~

### **~~❖ From Riverside CCD Regulation 3005/4005 titled Employment of Relatives/Nepotism~~**

~~It is the policy of the Riverside Community College District to employ the best qualified individuals based on the total needs of the communities it serves.~~

~~The District may employ for any position, qualified persons who are related to a current employee provided the following conditions are met:~~

- ~~A. Employees of the District shall not initiate or participate in personnel decisions such as appointment, retention, re-appointment, tenure, work assignment, promotion, demotion, salary, termination, leave of absence, etc., of members of their immediate family; and~~
- ~~B. Employees of the District shall not participate in the evaluation of another person who is in their immediate family; and~~
- ~~C. Employees of the District shall not exercise direct supervision over another person who is in their immediate family.~~

~~For purposes of the policy, "members of the immediate family" as used in this section 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, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew or any person living in the employee's household.~~

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**NOTE:** This policy is **legally advised**. The language in **bold italic type** is provided by RCCD staff. The information in **regular type** is current Riverside CCD Policy 3005/4005 titled *Employment of Relatives/Nepotism* adopted on 11-19-02.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 3005/4005)*

**Riverside Community College District Policy**

**No. 7330**

**Human Resources  
DRAFT**

**BP 7330 COMMUNICABLE DISEASE**

**References:**

Education Code Sections 87408 and 87408.6

**Newly hired academic employees, who have not previously been employed in an academic position within the State of California, shall have on file a medical certificate indicating freedom from communicable diseases. Said employee shall not commence service until the required medical certificate has been provided to the District.**

**All newly hired employees must show that they have been examined within the past 60 days to determine that they are free from active tuberculosis. Thereafter, the employee shall be required to undergo testing every four years to determine that they are free from tuberculosis.**

***See also Administrative Procedure 7330 Communicable Diseases and Administrative Procedure 7336 Certification of Freedom from Tuberculosis.***

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**NOTE:** *This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff. There does not appear to be a current policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Riverside Community College District Policy**

**No. 7340**

**Human Resources  
DRAFT**

**BP 7340 LEAVES**

**References:**

Education Code Sections 22719, 87763 et seq., 88190 et seq., and cites below

The Chancellor shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves may include, but are not limited to:

- illness leaves for all classes of permanent employees;
- vacation leave for members of the classified *and confidential* service, administrators, supervisors and managers;
- leave for service as an elected official of a community college district public employee organization, or of any statewide or national employee organization with which the local organization is affiliated (Education Code Sections 87768.5 and 88210);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945);
- use of illness leave for personal necessity (Education Code Sections 87784 and 88207);
- industrial accident leave;
- bereavement leave;
- jury service or appearance as a witness in court (Education Code Sections 87036 and 87037);
- military service (Education Code Section 87700); and
- sabbatical leaves

In addition to this Policy and collective bargaining agreements, the Board of Trustees retains the power to grant leaves with or without pay for other purposes or for other periods of time.

- ❖ **From current Riverside CCD Policy 3020/4020 titled Management Leaves of Absence**

~~The Board of Trustees shall provide appropriate leaves of absence for Management/ Supervisory employees as required by statute and as the Board may choose to supplement.~~

❖ **From current Riverside CCD Policy 4021 titled Confidential Classified Leaves of Absence**

~~The Board of Trustees shall provide appropriate leaves of absence for Confidential Classified Employees as required by statute and as the Board may choose to supplement.~~

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**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 3020/4020 titled Management (Academic) Leaves of Absence adopted on 10-1-85, Policy 4021 titled Confidential Classified Leaves of Absence adopted on 3-18-85,

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**Date Adopted:**

*(Replaces current Riverside CCD Policies 3020/4020, 4021)*



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-3

Date: November 18, 2008

Subject: Revised Board Policies – Second Reading

Background: In keeping with our current process of updating our current Board Policies and adopting new Policies, the items below came before the Board for first reading on October 21, 2008. They are now presented for second reading and approval.

Board of Trustees

Policy 2345 – Participation at Board Meetings – Updates and replaces Policy 1036

Policy 2710 – Conflict of Interest. This is a new policy for the District.

Policy 2712 – Conflict of Interest Code. Updates and replaces Policy 1080.

Policy 2725 – Board Member Compensation. This is a new policy for the District.

General Institution

Policy 3280 – Grants. This is a new policy for the District.

Policy 3310 – Records Retention and Destruction. Updates and replaces Policy 7060.

Policy 3410 – Nondiscrimination. Updates current policy based on changes in the law.

Policy 3430 – Prohibition of Harassment and Retaliation. Updates current policy based on changes in the law.

Student Services

Policy 5010 – Admissions. This is a new policy for the District.

Policy 5011 – Admission and Concurrent Enrollment of High School and Other Young Students. Updates and replaces Policy 6058.

Policy 5012 – International Students. Updates and replaces Policy 6068.

Policy 5015 – Residence Determination. This is a new policy for the District.

Policy 5020 – Non Resident Tuition. This is a new policy for the District.

Policy 5035 – Withholding of Student Records. This is a new policy for the District.

Policy 5040 – Student Records, Directory Information and Privacy. Updates and replaces Policy 6070.

Policy 5045 – Student Records: Challenging Content and Access Log. This is a new policy for the District.

Policy 5050 – Matriculation. Updates and replaces Policy 6091.

Policy 5052 – Open Enrollment. Updates and replaces Policy 5015.

Policy 5075 – Course Adds and Drops. This is a new policy for the District.

Policy 5130 – Financial Aid. This is a new policy for the District.

Policy 5140 – Disabled Student Programs and Services. This is a new policy for the District.

Policy 5150 – Extended Opportunity Programs and Services. This is a new policy for the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-3

Date: November 18, 2008

Subject: Revised Board Policies – Second Reading – Continued

Student Services (Continued)

Policy 5205 – Student Accident Insurance. This is a new policy for the District.

Policy 5210 – Communicable Disease. This is a new policy for the District.

Policy 5570 – Student Credit Card Solicitations. This is a new policy for the District.

Policy 5800 – Bookstore(s). This is a new policy for the District.

Policy 5850 – Vending Machines. Updates and Replaces Policy 7055.

Human Resources

Policy 7126 – Applicant Background Investigations and Reference Checks. This is a new policy for the District.

Policy 7130 – Compensation. This is a new policy for the District.

Policy 7140 – Collective Bargaining. Updates and replaces Policies 3024 and 4024.

Policy 7155 – Evaluation of President.

Policy 7234 – Overtime. Updates and replaces Policy 4027.

Policy 7260 – Classified Supervisors and Managers. This is a new policy for the District.

Policy 7335 – Health Examinations. This is a new policy for the District.

Policy 7345 – Catastrophic Leave Program. This is a new policy for the District.

Policy 7350 – Resignations. Updates and replaces Policy 1042.

Policy 7370 – Political Activity. This is a new policy for the District.

Policy 7371 – Personal Use of Public Resources. This is a new policy for the District.

Policy 7380 – Retiree Health Benefits. Updates and replaces Policies 3097 and 4097.

Policy 7385 – Salary Deductions. This is a new policy for the District.

Policy 7510 – Domestic Partners. This is a new policy for the District.

Policy 7515 – Group Benefits for Domestic Partners. Updates and replaces Policies 3030 and 4030.

Policy 7600 – District Police. This is a new policy for the District.

Recommended Action: It is recommended that the Board of Trustees approve Board Policies 2345, 2710, 2712, 2725, 3280, 3310, 3410, 3430, 5010, 5011, 5012, 5015, 5020, 5035, 5040, 5045, 5050, 5052, 5075, 5130, 5140, 5150, 5205, 5210, 5570, 5800, 5850, 7126, 7130, 7140, 7155, 7234, 7260, 7335, 7345, 7350, 7370, 7371, 7380, 7385, 7510, 7515 and 7600.

Irving G. Hendrick  
Interim Chancellor

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

**Riverside Community College District Policy**

**No. 2345**

**Board of Trustees  
DRAFT**

**BP 2345 PARTICIPATION AT BOARD MEETINGS**

**References:**

Education Code Sections 72121, 72121.5, and 72129;  
Government Code Sections 54950 et seq., especially 54954.2, 54954.3, 54956,  
54956.5, 54957.5, 54960.1, and 54960.5

It is the policy of the Riverside Community College District that all meetings, except for closed sessions, be open to the public, and all Board actions authorized or required by law of the governing board shall be taken at those meetings.

**The Board of Trustees shall provide opportunities for *participation* in the business of the Board.**

**Matters directly related to the business of the District *may be brought* to the attention of the Board of Trustees in one of two ways:**

- 1. There will be a time at each regularly scheduled Board meeting for *individuals* to discuss items not on the agenda.**
- 2. *Individuals* may place items on a *Board* agenda in accordance with Administrative Procedure 2345.**

**If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.**

**Claims for damages are not considered communications to the Board of Trustees under this rule, but shall be submitted to the District.**

~~It is also the policy of the Riverside Community College District that members of the public be able to place matters directly related to District business on the meeting agenda of the governing board, and that members of the public be able to address the Board regarding items on the agenda. Members of the public, including students, faculty and staff of the Riverside Community College District, shall be provided at Board~~

~~meetings an opportunity to be fully informed and to express their views regarding decisions being considered by the Board of Trustees.~~

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**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 Policy 1036 titled Open Meetings and Public Participation adopted on April 3, 1979 and amended on June 20, 1989 and October 6, 1992.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 1036)*

**Riverside Community College District Policy**

**No. 2710**  
**Board of Trustees**  
**DRAFT**

**BP 2710 CONFLICT OF INTEREST**

**References:**

Government Code Sections 1090 et seq., and 1126

**Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members.**

**A Board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.**

**A Board member who has a remote interest in any contract considered by the Board of Trustees shall disclose his or her interest during a Board meeting and have the disclosure noted in the official Board minutes. The Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.**

**Incompatible Activities**

**A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the District.**

***No officer or employee of the District shall engage in any employment (including self-employment), activity, or enterprise for compensation that is inconsistent, incompatible, in conflict with, or inimical to his/her duties as an officer or employee of the District. No officer or employee shall perform any work, service, or counsel for compensation outside of the District where any part of his or her efforts will be subject to approval by any other officer, employee, Board, or commission of this District, unless otherwise approved in the manner prescribed by this policy.***

***The Chancellor, with the assistance of legal counsel, will determine those outside activities that, for officers and employees of the District, are inconsistent with, incompatible to, or in conflict with duties as an officer or employee of this District. An officer or employee's outside employment, activity, or enterprise may be prohibited if it:***

- *Involves the use, for private gain or advantage, of District, time, facilities, equipment, or supplies; or the badge, uniform, prestige, or influence of District's office of employment; or*
- *Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the District for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of District employment or as a part of duties as a District officer or employee; or*
- *Involves the performance of an act, other than in his/her capacity as a District officer or employee, which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other District officer or employee; or*
- *Involves such time demands as would render performance of his/her duties as a District officer or employee less efficient*

Board of Trustees members are encouraged to seek counsel from the District's legal advisor in cases where questions arise.

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**NOTE:** This policy is **legally advised**. 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 Policy 1080 titled Conflict of Interest Code adopted on January 5, 1978 and amended on April 21, 1981. The language in **bold italic type** is provided by RCCD staff.

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**Date Adopted:**

**Riverside Community College District Policy**

**No. 2712**  
**Board of Trustees**  
**DRAFT**

**BP 2712 CONFLICT OF INTEREST CODE**

**References:**

Government Code Sections **81000-91014 (Political Reform Act of 1974);**  
**Title 2, California Code of Regulations, Section 18730**

❖ **From current RCCD Policy 1080 titled Conflict of Interest Code**

It is ~~The purpose of~~ **the Conflict of Interest Code** ~~is in compliance with the Political Reform Act of 1974, California Government Code Sections 87100, et seq., to provide for the disclosure and disqualification of governing Board members and designated employees of the Riverside Community College District. from the making of or participating in the making of governmental decisions which may foreseeably have a material effect on their financial interest.~~

The Conflict of Interest Code shall apply to all governing Board members and designated employees of the Riverside Community College District, as specifically required by **the Political Reform Act** California Government Code Section 87300 and implemented by the regulations attached hereto.

**This Code has the force and effect of law. Any Board member or designated employee violating any provision of the code, or Political Reform Act, are subject to the administrative, criminal, and civil sanctions provided in the Act.**

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**NOTE:** This procedure is **legally required**. 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 1080 titled Conflict of Interest Code (#2) approved on June 17, 2003.

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**Date Approved**

(Replaces current Riverside CCD Policy 1080)

**Riverside Community College District Policy**

**No. 2725**  
**Board of Trustees**  
**DRAFT**

**BP 2725 BOARD MEMBER COMPENSATION**

**References:**

Education Code Sections 1090, 35120, and 72024

**Members of the Board of Trustees shall receive *compensation at a rate not to exceed that permissible under the Education Code, based on FTES. ~~the maximum allowable by law.~~***

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**NOTE:** *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*



**Riverside Community College District Policy**

**No. 3280**

**General Institution  
DRAFT**

**BP 3280 GRANTS**

**Reference:**

Education Code Section 70902

**The Board will be informed about all grant applications made and grants received by the District *on a periodic basis*.**

**The Chancellor shall establish procedures to assure timely application and processing of grant applications and funds, and that the grants that are applied for directly support the purposes of the District.**

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**NOTE:** The **bold type** signifies language that is legally advised. There does not appear to be a current RCCD policy on this topic.

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**Date Adopted:**

*(This is a new policy for the District)*

**General Institution  
DRAFT**

**BP 3310 RECORDS RETENTION AND DESTRUCTION**

**References:**

Title 5 Sections 59020 et seq.;  
Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45

**The Chancellor shall establish administrative procedures to assure the retention and destruction of all District records—including electronically stored information as defined by the Federal Rules of Civil Procedure—in compliance with Title 5. Such records shall include but not be limited to student records, employment records, and financial records.**

❖ From Riverside CCD Policy 7060 titled Retention/Destruction of Records

~~The Riverside Community College District will classify records and provide destruction of these records, where applicable, in accordance with Education Code. The detailed functions of the policy retention/destruction of records will be as outlined in related regulations.~~

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**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 7060 titled Retention/Destruction of Records adopted on 5-3-77 and amended on 10-4-83.

**Date Adopted:**

*(Replaces current Riverside CCD Policy 7060)*

**Riverside Community College District Policy**

**No. 3410**

**General Institution  
DRAFT**

**BP 3410 NONDISCRIMINATION**

References:

Education Code Sections 200 et seq, 66250 et seq., **70901**, 72010, et seq., and 87100 et seq.;

Penal Code Sections 422.55 et seq.;

Government Code Sections 11135 -11139.5, 12926.1 and 12940 et seq.;

California Code of Regulations, Title 5 Sections 53000 et seq. and 59300 et seq.;

**Title 20, United States Code, Section 1681**

**Title 29, United States Code, Section 794**

**Title 42, United States Code Sections 6101, 12100 et seq, and 2000d**

Accreditation Standard I.6

Veterans Employment Opportunity Act of 1998

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to actual, ~~or~~ perceived **or association with others' ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, or physical or mental disability**, disability, ~~sex/gender, nationality, race or ethnicity, religion, sexual orientation, age, or~~ any characteristic listed or defined in Section 11135 of the Government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code. In addition to these protected bases, the District additionally provides equal employment opportunities to all applicants and employees regardless of gender, medical condition, marital status, or status as a Vietnam-era veteran.

The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any ~~private~~ organization whose membership practices are discriminatory.

The District shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the development, procurement, maintenance, or use of electronic or information technology and respond to and resolve unlawful discrimination complaints regarding accessibility. Such complaints will be treated as complaints of discrimination on the basis of disability.

Information regarding the filing of a complaint can be obtained from the District Director, Diversity, Equity and Compliance at ~~(951) 222-8039~~, and is also included in Administrative Procedures 3410 and 3435.

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Date Approved: May 15, 2007

Revised: February 26, 2008

**Revised:**

(Replaces Policies 6100 and 6200)

**General Institution  
DRAFT**

**BP 3430 PROHIBITION OF HARASSMENT AND RETALIATION**

**References:**

Education Code Sections 212.5, 44100, 66250, *et seq*, **66271.1**, 66281.5  
**66700, 70901 and 72011;**

California Code of Regulations, Title 5, Sections 59320, *et seq*;

Government Code Sections 11135-**11139.5**, and 12950.1;

Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e;

Title IX, Education Amendments of 1972

Penal Code Section **422.55 and** 422.6

**Title 20, United States Code, Section 1681**

**Title 29, United States Code, Section 794**

**Title 42, United States Code, Sections 6101, 2000d and 12100, et seq.**

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on actual, or perceived **or association with others' ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation or physical or mental disability** ~~disability, sex/gender, nationality, race or ethnicity, religion, sexual orientation, age,~~ or any characteristic listed or defined in Section 11135 of the government code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the Penal Code.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Retaliation may involve, but is not limited to, the making of reprisals or threats of reprisals, intimidation, coercion, discrimination or harassment following the initiation of an informal or formal complaint. Such conduct is illegal and constitutes a violation of this policy.

Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint, who refers a matter for investigation or complaint, who participates in an investigation, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of unlawful discrimination or harassment.

All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will pursue all measures within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

The Chancellor shall establish procedures that define harassment and establish reporting procedures for employees, students, and other members of the District community that provide for the investigation and resolution of complaints regarding discrimination and harassment.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled "Handling Complaints of Unlawful Discrimination or Harassment". A copy of the procedure is available at <http://www.rcc.edu/administration/board/policies.cfm?new>, in each College library and all administrative offices in the District. Supervisors are required to report all incidents of harassment and retaliation that come to their attention.

To this end, the Chancellor shall ensure that the institution undertakes at least education and training activities to counter discrimination harassment and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment. However, because of their special responsibilities under the law, supervisors will also undergo mandatory training within six (6) months of assuming a supervisory position. This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution.

Employees found in violation of this policy may be subject to disciplinary action up to and including termination. Students found in violation of this policy may be subject to disciplinary measures up to and including expulsion.

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Date Adopted: February 26, 2008

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**Revised:**

(Replaces Policies 3110/4110/6110)

**Student Services  
DRAFT**

**BP 5010 ADMISSIONS**

**References:**

Education Code Sections 76000, 76001, 76002, and 78030-78034;  
Labor Code Section 3077

**The District shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:**

- Any person over the age of 18 and possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the Chancellor or his or her designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in Section 3077 of the Labor Code.

**Admission**

**Any student whose age *is 16 and above*, or class level is equal to grades *eleven and twelve*, is eligible to *apply* as a special part-time student for advanced scholastic or vocational courses.**

**Any student whose age *is 16 and above*, or class level is equal to grades *eleven and twelve*, is eligible to *apply* as a special full-time student.**

***The District may consider admission, in extraordinary cases, where a student under the age of 16 demonstrates superior ability and capacity to succeed on college level work.***

**The Chancellor shall establish procedures regarding ability to benefit and admission of high school and younger students.**

**Denial of Requests for Admission**

**If the Board of Trustees denies a request for special full time or part time enrollment by a pupil who is identified as highly gifted, the Board of Trustees will**

record its findings and the reason for denying the request in writing within 60 days.

The written recommendation and denial shall be issued at the next regularly scheduled Board of Trustees meeting that occurs at least 30 days after the pupil submits the request to the District.

The Chancellor shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a pupil who is identified as highly gifted.

**Claims for State Apportionment for Concurrent Enrollment**  
Claims for state apportionment submitted by the District based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Chancellor shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

~~❖ **From Riverside CCD Policy 6030/7030 titled Interdistrict Attendance Agreements**~~

~~The Riverside Community College District supports the concept of equal educational opportunity for all area residents. To this end, the exchange of students between this District and other community college districts shall be permitted in accordance with interdistrict attendance agreements approved by the Board of Trustees and/or designated representatives for the respective boards of the community college districts involved. ***(NOTE: Interdistrict Attendance Agreements no longer exist and were deleted from the Ed Code.)***~~

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**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. The language in regular type is current Riverside CCD Policy 6030/7030 titled Interdistrict Attendance Agreements adopted 6/16/81.

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**Date Adopted:**  
(Replaces current Riverside CCD Policy  
6030/7030)



**Riverside Community College District Policy**

**No. 5011**

**Student Services  
DRAFT**

**BP 5011 ADMISSION AND CONCURRENT ENROLLMENT OF HIGH SCHOOL AND OTHER YOUNG STUDENTS**

**References:**

Education Code Sections ~~48200.5~~, 48800, 48800.5, 76000, 76001, and 76002

❖ **From Riverside CCD Policy 6058 titled Enrollment of Minors**

The Riverside Community College District, ~~under the provisions of the California Education Code Sections 48200.5, 48800, 76000 and 76001,~~ may authorize the enrollment of eligible minor students whom the Board of Trustees determines would benefit from collegiate educational course work. It is the intent of the Board of Trustees to consider the enrollment of eligible minor students in compliance with the ~~District~~ **District** priority admission mandates outlined in the ~~California Education Code Section 76000~~ and in the ~~District's~~ **District's** fulfillment of its educational mission. Further, the Board of Trustees may authorize the acceptance of eligible minor students, when the collegiate educational course work being requested provides course work otherwise not available to the minor student, when the enrollment of the minor student in college course work is not in conflict or in lieu of the compulsory school attendance laws of the state, and when the exceptions to allow enrollment of minors is consistent with the philosophy and mission of the college ~~college~~ **District**.

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**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 **regular type** is current Riverside CCD Policy 6058 titled Enrollment of Minors adopted on 6-20-00.

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**Date Adopted:**

(Replaces current Riverside CCD Policy 6058)

## Riverside Community College District Policy

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**No. 5012**

### Student Services DRAFT

#### BP 5012 INTERNATIONAL STUDENTS

##### References:

Education Code Sections 76141 and 76142;  
Title 5 Section 54045;  
Title 8 U.S.C. Sections 1101 et seq.

##### ❖ From Riverside CCD Policy 6068 titled International Student Acceptance

The Riverside Community College District supports the concept of integrating international students into the ~~College~~ **District** and community with as many countries represented as possible. Furthermore, ~~we are~~ **the District is** committed to ensuring that ~~our~~ **the** international student program design ~~shall~~ allows those admitted to benefit from instruction and ~~shall~~ includes only that number which ~~we~~ can **be served** adequately.

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**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 **regular type** is current Riverside CCD Policy 6068 titled International Student Acceptance adopted on 5-8-80.

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##### **Date Adopted:**

(Replaces current Riverside CCD Policy  
6068)

**Student Services  
DRAFT**

**BP 5015 RESIDENCE DETERMINATION**

**References:**

Education Code Sections 68040 and 76140;  
Title 5 Sections 54000 et seq.

**Students shall be classified at the time of each application for admission or registration as a resident or non resident student.**

**A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. *A student who is without lawful immigration status may be classified as a resident if he/she meets all requirements.* The residence determination date shall be the day immediately preceding the first day of *the term* for which the student applies to attend.**

**Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student previously classified as a non resident may be reclassified as of any residence determination date.**

**The Chancellor shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 regulations.**

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**NOTE:** *This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore).*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

**No. 5020**

**Student Services  
DRAFT**

**BP 5020 NON RESIDENT TUITION**

**References:**

Education Code Sections 68050, 68051, 68130, 68130.5 and 76141  
Title 5, Section 54045.5

**Non resident students shall be charged non resident tuition for all units enrolled, unless specifically required otherwise by law.**

**Not later than February 1 of each year, the Chancellor shall bring to the Board of Trustees for approval an action to establish non resident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.**

**The Chancellor shall establish procedures regarding collection, waiver, and refunds of non resident tuition.**

**The Chancellor is authorized to implement an *additional per unit* fee to be charged only to persons who are both citizens and residents of foreign countries. This fee will not exceed the amount expended by the District for capital outlay in the preceding year divided by the total FTES in the preceding fiscal year.**

**EXEMPTIONS**

***Citizens and Residents of Foreign Countries***

***Pursuant to the Education Code, students who are citizens and residents of foreign countries, who would otherwise be charged this fee, shall be exempt from paying non-resident tuition, if they meet the criteria stated in Administrative Procedure 5020.***

**Title 5**

***Any student, other than a student who is a nonimmigrant alien under 8 U.S.C. 1101(a)(15), shall be exempt from paying non-resident tuition if he or she meets the criteria stated in Administrative Procedure 5020.***

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**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 CCD Policy that addresses this issue.

**Date Adopted:**

(This is a new policy recommended by the  
CCLC)

**Riverside Community College District Policy**

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**No. 5035**

**Student Services  
DRAFT**

**BP 5035 WITHHOLDING OF STUDENT RECORDS**

**References:**

Title 5 Section 59410

**Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation shall have grades, transcripts, diplomas, and registration privileges withheld.**

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***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 CCD Policy that addresses this issue. .*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Student Services  
DRAFT**

**BP 5040 STUDENT RECORDS, DIRECTORY INFORMATION *AND*  
*PRIVACY***

**References:**

Education Code Sections 76200 et seq.;  
Title 5 Sections 54600 et seq.;  
U.S. Code Sections 93-380

**The Chancellor shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.**

❖ From Riverside CCD Policy 6070 titled Release of Student Information

~~The Riverside Community College District is dedicated to maintaining the absolute integrity of all student educational records. The District will ensure the students' rights of access to and will protect against the unauthorized disclosure of those records. The policy and regulations for~~ Inspection, review and security of student education records shall be in accordance with federal and state law and regulations. (Family Educational Rights and Privacy Act — FERPA)

**Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District.**

**No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.**

**Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit the information.**

**Directory information shall include:**

- ***Student's name, address, telephone listing, e-mail, major field of study, dates of attendance, enrollment status (e.g. full/part time);***
- **Student participation in officially recognized activities and sports including weight, height, and high school of graduation of athletic team members;**

- **Degrees and awards received by students, including honors, scholarship awards, athletic awards, and Dean's List recognition;**
- ***The most recent previous public or private school attended by the student;***
- ***Any other information authorized, in writing, by the student.***

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**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. **The** language in regular type is current Riverside CCD Policy 6070 titled Release of Student Information adopted on 10-6-76 and revised on 8-3-82 and 5-19-04.

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**Date Adopted:**

(Replaces current Riverside CCD Policy  
6070)

**Student Services  
DRAFT**

**BP 5045 STUDENT RECORDS: CHALLENGING CONTENT AND  
ACCESS LOG**

**References:**

Education Code Sections 76222 and 76232;  
Title 5 Section 54630

***Any student may file a written request with the campus Chief Student Services Officer to correct or remove information recorded in his or her student records that the student alleges to be: (1) inaccurate; (2) an unsubstantiated personal conclusion or inference; (3) a conclusion or inference outside of the observer's area of competence; or (4) not based on the personal observation of a named person with the time and place of the observation noted.***

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***NOTE:*** This policy is ***suggested as good practice***. The language in ***bold italics*** is language to consider, which is provided by the CCLC consultant..

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**Date Adopted:**

*(This is a new policy created to align with the procedure)*



**Riverside Community College District Policy**

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**No. 5050**

**Student Services  
DRAFT**

**BP 5050 MATRICULATION**

**References:**

Education Code Sections 78210, et seq.;  
Title 5 Section 55500, et seq.

**The District shall provide matriculation services to students for the purpose of furthering equality of educational opportunity and academic success. The purpose of matriculation is to bring the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements.**

**The Chancellor shall establish procedures to assure implementation of matriculation services that comply with legal regulations.**

**❖ From Riverside CCD Policy 6091 titled Matriculation Title V**

~~Riverside Community College District has a strong commitment to ensuring access to all its programs and services and to the success of its students. To this end, the District fully supports the establishment of a comprehensive matriculation process for all eligible students. The matriculation process is a partnership between the District and its students, and defines services the District will provide as well as the responsibilities of matriculated students.~~

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**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 regular type is current Riverside CCD Policy 6091 titled Matriculation Title V adopted on 10-20-92.

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**Date Adopted:**

(Replaces current Riverside CCD Policy  
6091)

**Riverside Community College District Policy**

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**No. 5052**

**Student Services  
DRAFT**

**BP 5052 OPEN ENROLLMENT**

**Reference:**

Title 5 Section 51006 *and 58106*

**All courses, course sections, and classes, and programs of the District shall be open for enrollment to any person who has been admitted to the colleges. Enrollment may be subject to any priority system that has been established. Enrollment may also be limited to students meeting properly validated prerequisites, co-requisites, and other limitations on enrollment, or due to other practical considerations, such as exemptions set out in statute or regulation.**

**The Chancellor shall assure that this policy is published in the catalog(s) and schedule(s) of classes.**

❖ **From Riverside CCD Policy 5015 titled Open Enrollment**

~~It is the policy of the Riverside Community College District that, unless specifically exempted by statute, every course, course section class, the average daily attendance of which is to be reported for state aid, wherever offered and maintained by the District, shall be fully open to enrollment and participation by any person who has been admitted to the College and who meets such prerequisites as may be established pursuant to Title V of the California Administrative Code.~~

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**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 CCD Policy that addresses this issue.

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**Date Adopted:**

(Replaces RCCD Policy 5015, Open Enrollment)

**Riverside Community College District Policy**

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**No. 5075**

**Student Services  
DRAFT**

**BP 5075 COURSE ADDS AND DROPS**

**References:**

Title 5 Sections 55024 and 58004

*Students may add or drop courses in accordance with the procedures recommended by the Chancellor and deadlines pursuant to Title 5.*

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**NOTE:** This policy is **suggested as good practice**. The language in **italics** is sample language provided by the consultant.

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**Date Adopted:**

*(This is a new policy created to align with the procedure)*

**Riverside Community College District Policy**

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**No. 5130**

**Student Services  
DRAFT**

**BP 5130 FINANCIAL AID**

**References:**

20 U.S. Code Sections 1070 et seq.;  
34 CFR Section 668;  
Education Code Section 76300

**A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.**

**All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency and will incorporate federal, state, and other applicable regulatory requirements.**

**The Chancellor shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.**

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***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 CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Student Services  
DRAFT**

**BP 5140 DISABLED STUDENT PROGRAMS AND SERVICES**

**References:**

Education Code Sections 67310 and 84850;  
Title 5 Sections 56000 et seq.

***The District is committed to the full inclusion of and effective communication with individuals with disabilities.***

***Disabled Student Programs and Services (DSP&S) shall be the primary provider of reasonable accommodations, academic adjustments, adaptive equipment, rehabilitation counseling and academic counseling to students with qualifying documented disabilities who request these services. The Chancellor shall assure that the Offices of DSP&S conform to all requirements established by the relevant laws and regulations.***

***Procedures that specify the standards for publication of alternative formats and guidelines for designing, creating, purchasing, and disseminating materials utilized in communicating to the community we serve will be revised and updated as appropriate.***

***Employees and designees of the District who are responsible for providing information and services in the appropriate format(s) to achieve universal accessibility.***

**No student with disabilities is required to participate in Disabled Students Programs and Services Program.**

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**NOTE:** This policy is **legally required**. The language in **bold italic type** is provided by RCCD Staff in conjunction with recommendations by the CCLC, There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

(This is a new policy recommended by the CCLC)

**Student Services  
DRAFT**

**BP 5150 EXTENDED OPPORTUNITY PROGRAMS AND SERVICES**

**References:**

Education Code Sections 69640 – 69656;  
Title 5 Sections 56200 et seq.

**Support services and programs that are in addition to the traditional student services programs shall be provided in order to assist students who have language, social, and economic disadvantages to succeed academically in the District.**

**The Extended Opportunity Programs and Services (EOPS) is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, counseling and advising, *and financial aid.***

**The Chancellor shall assure that the EOPS Program conforms to all requirements established by the relevant law and regulations.**

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***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 added by RCCD staff. There does not appear to be a current Riverside CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**No. 5205**

**Student Services  
DRAFT**

**BP 5205 STUDENT ACCIDENT INSURANCE**

**References:**

Education Code Section 72506

**The District shall assure that students are covered by accident insurance in those instances required by law or contract.**

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***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore).*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**No. 5210**

**Student Services  
DRAFT**

**BP 5210 COMMUNICABLE DISEASE**

**References:**

Education Code Section 76403

**The Chancellor shall establish procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases in students.**

-----  
***NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore).*

---

**Date Adopted:**

*(This is a new policy recommended by the CCLC)*



**Riverside Community College District Policy**

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**No. 5570**

**Student Services  
DRAFT**

**BP 5570 STUDENT CREDIT CARD SOLICITATIONS**

**References:**

Education Code Section 99030;  
Title 5 Section 54400;  
Civil Code Section 1747.02(m)

**The Chancellor shall establish procedures that regulate the solicitation of student credit cards on campus.**

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***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 CCD Policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**No. 5800**

**Student Services  
DRAFT**

**BP 5800 BOOKSTORE(S)**

**References:**

Education Code Section 81676

**The District's bookstore(s) *may be operated by the District, or, by an outside, qualified vendor.***

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**NOTE:** The **bold type** signifies **legally required** language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in ***italic type*** is additional language to consider including in this policy (suggested as good practice). There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Riverside Community College District Policy**

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**No. 5850**

**Student Services  
DRAFT**

**BP 5850 VENDING MACHINES**

**References:**

No references

~~All vending machine operations on the Riverside Community College campuses shall be under the direction of the Director of Food Services. ***The District's vending machine program shall be operated by an outside, qualified vendor.*** All income generated from such machines will be credited to the Food Services Vending Fund.~~

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**NOTE:** The information in regular type is current Riverside Policy 7055 titled Vending Machines adopted on 11-5-75 and amended on 11-20-79. Information in ***bold italic*** type is provided by RCCD staff.

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**Date Adopted:**

*This is current Riverside CCD Policy 7050  
(just re-numbered)*

**Human Resources  
DRAFT**

**BP 7126 APPLICANT BACKGROUND INVESTIGATIONS AND  
REFERENCE CHECKS**

**References:**

Civil Code Sections 47, 1785.16, 1785.20, and 1786.16 et seq.;  
Penal Code Sections 11075-11081;  
Fair Credit Reporting Act (Federal)

*All applicants for positions in the District's police department will be subject to background checks to determine suitability for employment in a law enforcement agency. Such checks will vary based upon the position being filled, as may be required by state law or regulation, and may include a thorough and intrusive background investigation.*

*Reference checks will be performed on all prospective employees prior to an offer of employment.*

*Procedures for performing background investigations and reference checks will be developed in accordance with applicable statutes.*

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**NOTE:** *This policy is legally advised. The information in **italic type** is additional language to consider including in this policy.*

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**Date Adopted:**

*(This is a new policy recommended by the  
CCLC and the League's legal counsel)*

**Riverside Community College District Policy**

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**No. 7130**

**Human Resources  
DRAFT**

**BP 7130 COMPENSATION**

**References:**

Education Code Sections 70902(b)(4), 87801, and 88160;  
Government Code Section 53200

**The Board of Trustees shall establish salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee.**

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***NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The current Riverside CCD policies seemed more procedural in nature and were placed in new AP 7130 titled Compensation.*

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

## Riverside Community College District Policy

**No. 7140**

Human Resources  
DRAFT

### BP 7140 COLLECTIVE BARGAINING

#### References:

Government Code Sections 3540 et seq.

**If eligible employees of the District select an employee organization as their exclusive representative, and if after recognition by the District or after a properly conducted election, an exclusive representative is certified as the representative of an appropriate unit of employees under the provisions of the Educational Employment Relations Act, Government Code Section 3540 et seq., the District will meet and negotiate in good faith on matters within the scope of bargaining as defined by law.**

~~The Riverside Community College District in compliance with applicable sections of the Government Code, has negotiated a collective bargaining agreement with the Riverside Community College **District** Classified Employees, Chapter #535, CSEA. That agreement represents the regulations for this policy and shall be amended in accordance with laws governing collective bargaining.~~

~~The Riverside Community College District **has also** in compliance with applicable sections of the Government Code, has negotiated a collective bargaining agreement with the Riverside Community College Association, CTA/NEA. That agreement represents the regulations for this policy and shall be amended in accordance with laws governing collective bargaining.~~

***These agreements represent the administrative procedure for this Policy and shall be amended in accordance with laws governing collective bargaining.***

#### **Also see BP 2610 titled Presentation of Initial Collective Bargaining Proposals**

**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 **regular type** is current Riverside CCD Policy 4024 titled Classified Collective Bargaining Agreement adopted on 3-7-89.*

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#### **Date Adopted:**

*(Replaces current Riverside CCD Policy 3024 and 4024)*

***Riverside Community College District Procedure***

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**No. 7155**

**Human Resources  
DRAFT**

**BP 7155 EVALUATION OF PRESIDENT**

**References:**

Accreditation Standard IV B.1.

***The Chancellor shall establish a procedure for the annual evaluation of each College President.***

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**NOTE:** The information in ***bold italics type*** is language added by RCCD staff. This document is legally required.

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**Date Approved:**

*(This is a new policy for the District)*

**Riverside Community College District Policy**

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**No. 7234**

**Human Resources  
DRAFT**

**BP 7234 OVERTIME**

**References:**

Education Code Sections 88027, ~~88028, 88029,~~ and ***through*** 88030

- ❖ **From current Riverside CCD Policy 4027 titled Confidential Classified Employees' Overtime Pay**

The Board of Trustees ***District*** shall provide overtime pay or compensatory time off in accordance with statute, ***Administrative Procedure 7234 and the Collective Bargaining Agreement between the District and Riverside Community College District Employees, Chapter #535.*** and the rules and regulations of this policy.

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**NOTE:** This procedure 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 procedure. The information in ***regular type*** is current Riverside CCD Policy 4027 titled Confidential Classified Employees' Overtime Pay adopted on 10-1-85. The information in ***bold italic type*** is provided by RCCD staff.

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**Date Adopted:**

(Replaces current Riverside CCD Policy 4027)



**Riverside Community College District Policy**

**No. 7260**

**Human Resources  
DRAFT**

**BP 7260 CLASSIFIED SUPERVISORS AND MANAGERS**

**References:**

Education Code Section 72411; **88013**  
Government Code Sections 3540.1(g) and (m)

**Classified administrators are administrators who are not employed as educational administrators.**

**Classified supervisors are those classified administrators, regardless of job description, having authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.**

**Classified managers are those classified administrators, regardless of job description, having significant responsibilities for formulating District policies or administering District programs other than the educational programs of the District.**

***All other* classified administrators may be employed in the same manner as the other members of the classified service. If a classified administrator is employed as a regular member of the classified service, employment shall be consistent with other provisions of these policies regarding employment of classified employees.**

***The probationary period for classified supervisors and managers shall be nine (9) months and may be extended for a period of up to three (3) months, not to exceed a total of twelve (12) calendar months. An employee who is promoted shall serve a probationary period of six (6) working months in the higher classification. If the employee fails to complete the probationary period for the promotional classification, they shall be employed in the position from which he or she was promoted, unless there is cause for dismissal. Anyone hired prior to the adoption of this policy, will be exempt from the probationary criteria stated herein.***

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**NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Riverside Community College District Policy**

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**No. 7335**

**Human Resources  
DRAFT**

**BP 7335 HEALTH EXAMINATIONS**

**References:**

42 U.S. Code Section 12112;  
29 C.F.R., Part 1630;  
Government Code Section 12940  
Education Code Section 88021

**The Chancellor shall establish administrative procedures related to medical examinations of candidates for appropriate positions prior to assuming the duties of the position. Such pre-employment medical examinations shall be required only after a conditional job offer has been made and shall be required of any candidate for a position for which a pre-employment medical examination has been deemed appropriate. No candidate shall be required to participate in such an examination solely on the basis of the candidate's age or disability.**

**The procedures may require any employee to undergo a physical or mental examination where such a fitness for duty exam is job related and consistent with business necessity.**

**All such medical examinations shall be at the District's expense and shall be conducted by an *appropriately licensed medical professional* ~~physician~~ chosen by the District.**

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**NOTE:** *This policy is **legally advised**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Riverside Community College District Policy**

**No. 7345**

**Human Resources  
DRAFT**

**BP 7345 CATASTROPHIC LEAVE PROGRAM**

**Reference:**

Education Code Section 87045

**The Board of Trustees authorizes implementation of a Catastrophic Leave Program to permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.**

**The Chancellor shall establish administrative procedures to administer the program that comply with the requirements established by the Education Code. The administrative procedures shall assure that the program is administered in a nondiscriminatory way.**

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***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. There does not appear to be a current policy that addresses this issue.*

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

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**Riverside Community College District Policy**

**No. 7350**

**Human Resources  
DRAFT**

**BP 7350 RESIGNATIONS**

**References:**

Education Code Sections 87730 and 88201

The Board of Trustees hereby delegates to the Chancellor the authority to accept resignations on its behalf at any time. Resignations shall be deemed accepted by the Board of Trustees when accepted in writing by the Chancellor. When accepted by the Chancellor, the resignation is final and may not be rescinded. All such resignations shall be forwarded to the Board of Trustees for ratification.

❖ **From current Riverside CCD Policy 1042 titled Authority to Accept Resignations**

~~The Chancellor of the District, or his designee, shall be authorized by the Board of Trustees to officially accept the resignation of any employee. Acceptance of the resignation shall be effective at the time of receipt by the Chancellor of the District or his designee.~~

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**NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The information in **regular type** is current Riverside CCD Policy 1042 titled Authority to Accept Resignations adopted on 11-4-80 and amended on 5-17-05.

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**Date Adopted:**

(Replaces current Riverside CCD Policy 1042)

**Riverside Community College District Policy**

**No. 7370**

**Human Resources  
DRAFT**

**BP 7370 POLITICAL ACTIVITY**

**References:**

Education Code Sections 7054 and 7056;  
Government Code Section 8314

**Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees. This policy prohibits political activity during an employee's working hours but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.**

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**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. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

*(This is a new policy recommended by the CC League and the League's legal counsel)*

**Human Resources  
DRAFT**

**BP 7371 PERSONAL USE OF PUBLIC RESOURCES**

**References:**

Government Code Section 8314;  
Penal Code Section 424

**No employee or consultant shall use or permit others to use public resources, for personal purposes or any other purpose not authorized by law, except that which is incidental and minimal.**

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***NOTE:*** This policy is **legally advised**. 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.

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**Date Approved:**

*(This is a new procedure recommended by the CC League and the League's legal counsel)*

**Riverside Community College District Policy**

**No. 7380**

**Human Resources  
DRAFT**

**BP 7380 RETIREE HEALTH BENEFITS**

**References:**

Education Code Sections 7000 et seq.

**❖ From current Riverside CCD Policy 3097/4097 titled Medical Insurance After Retirement or Resignation**

The Board of Trustees of the Riverside Community College District, recognizing the value of continuity of service in the District by its employees, shall provide for retirees (***certificated/academic, classified/confidential, management***) who qualify, District paid medical insurance after retirement and until the retiree reaches age 65.

For those who do not qualify, ***based on years of service or age at retirement, the*** opportunity shall be provided to continue in the District's group medical insurance program by reimbursement to the District of the total cost of the premium ***until age 65***.

In addition, employees who resign, ***or are terminated***, are eligible for continued medical and dental insurance coverage under the provisions of COBRA and AB 528, at full cost to the individual.

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**NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The information in **regular type** is current Riverside CCD Policy 3097/4097 titled Medical Insurance After Retirement or Resignation adopted on 10-1-85 and amended on 6-21-88.

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**Date Adopted:**

(Replaces current Riverside CCD Policy  
3097/4097)

**Riverside Community College District Policy**

**No. 7385**

**Human Resources  
DRAFT**

**BP 7385 SALARY DEDUCTIONS**

**References:**

Education Code Sections 87040, 87833, 87834, and 88167

An employee may request reduction of his or her salary in any amount for any or all of the following purposes:

- participation in a deferred compensation program;
- paying premiums on any policy or certificate of group life insurance or disability insurance or legal expense insurance, or any of them;
- paying rates, dues, fees, or other periodic charges on any hospital service contract;
- Other voluntary deductions as approved by the District in conjunction with the Riverside County Office of Education.

The reduction provided for above *may be revoked* by the employee, *upon written request, and shall be effective beginning with the next pay period. The cut-off date for such written request is the 15<sup>th</sup> of each month. If the request is received between the 1<sup>st</sup> and the 15<sup>th</sup> of the current month, then it will become effective that month. If the request is received between the 16<sup>th</sup> and the last day of the month, then it will become effective the following month. For instance, received by May 15, it will be effective in May OR received May 16-31, it will become effective in June. Employees may elect a future effective date with respect to the above cut-off dates.*

The District shall, without charge, reduce the salary payment by the amount which the employee has authorized in writing for the purpose of paying his or her membership dues in any local, statewide, or other professional organization. Revocation of such authorization shall be in writing and shall be effective beginning with the next pay period

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**NOTE:** This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **bold italic type** is provided by RCCD staff. The language in **bold italic type** is provided by RCCD staff. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

(This is a new policy recommended by the CC League and the League's legal counsel)



**Riverside Community College District Policy**

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**No. 7510**

**Human Resources  
DRAFT**

**BP 7510 DOMESTIC PARTNERS**

**References:**

Family Code Sections 297 and 297.5

**Domestic partners registered with the California Secretary of State shall have, insofar as permitted by California law, all of the same rights, protections, and benefits, as well as the same obligations, responsibilities, and duties of married persons (spouses) under state law. Former domestic partners shall have all of the rights and obligations of former spouses. Surviving domestic partners shall have the same rights, protections, and benefits as are granted to a surviving spouse of a decedent.**

**Therefore, all references to “spouses” in the District’s policies or procedures shall be read to include registered domestic partners as permitted by California law.**

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**NOTE:** *This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy.*

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**Date Adopted:**

New

**Human Resources  
DRAFT**

**BP 7515 GROUP BENEFITS FOR DOMESTIC PARTNERS**

**References:**

Family Code Sections 297, 295.5, 298, 298.5, 299, 299.2, and 299.3

- ❖ **From current Riverside CCD Policy 3030/4030 titled Group Benefits for Domestic Partners**

~~The Board of Trustees has approved group benefits for the domestic partners of employees.~~

***In accordance with current laws, group benefits are available for the domestic partners of employees if the domestic partnership is registered with the State of California.***

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**NOTE:** This policy is **legally advised**. The information in **italic type** is additional language to consider including in this policy. The information in **regular type** is current Riverside CCD Regulation 3030/4030 titled Group Benefits for Domestic Partners adopted 6-10-02.

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**Date Approved:**

*(Replaces current Riverside CCD Policy 3030/4030)*

**Riverside Community College District Policy**

**No. 7600**

**Human Resources  
DRAFT**

**BP 7600 DISTRICT POLICE**

**References:**

Education Code Sections 72330 et seq.

The Board of Trustees has established a police department under the supervision of the Chief of Police, who shall report directly to the *Vice Chancellor, Student Services/Operations*. The purpose of the department is to enforce the law on or near the campuses and other grounds or properties owned, operated, controlled or administered by the District or by the State, acting on behalf of the District.

District police officers shall be employed as members of the classified service but shall, when duly sworn, be peace officers as defined by law. Prior to employment, they shall satisfy the training requirements set out in Penal Code Sections 830 et seq.

The *Vice Chancellor, Student Services/Operations* shall establish minimum qualifications of employment for the Chief of Police including, but not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officers' Standards and Training.

The Chancellor shall ensure that every member of the police department first employed by the District before July 1, 1999 satisfies the requirements of state law regarding qualifications for continued employment.

Every member of the police department shall be issued a suitable identification card and *authorized to wear a badge bearing the words "Riverside Community College District Police"*.

The *Vice Chancellor, Student Services/Operations*, in cooperation with the Chief of Police, shall issue such other regulations as may be necessary for the administration of the police department.

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**NOTE:** This policy is **legally advised**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

(This is a new policy recommended by the CC League and the League's legal counsel)



MINUTES OF THE BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE MEETING  
OF OCTOBER 14, 2008

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, Vice President, Board of Trustees  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student  
Services and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Mr. Doug Beckstrom, Senate Representative, District and  
Moreno Valley Campus  
Ms. Debbie Cazares, CTA Representative, Riverside City College  
Dr. Sharon Crasnow, Senate Representative, Norco Campus  
Dr. Richard Davin, Senate Representative, Riverside City College  
Dr. Dariush Haghghat, CTA Representative, Riverside City College  
Ms. Kyl Myers, ASRCCD Representative  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs  
and Institutional Advancement  
Ms. Patricia Braymer, Vice President, Business Services,  
Moreno Valley Campus  
Dr. Gaither Loewenstein, Vice President, Educational Services,  
Norco Campus  
Dr. Sandy Baker, District Dean, School of Nursing  
Dr. Lisa Howard, District Associate Dean, School of Nursing  
Mr. Ron Vito, Vice President, Career and Technical Education  
Ms. Jan Schall, Associate Professor, Sociology  
Dr. Heather Smith, Instructor, Biology

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Mr. Aaron Brown, Associate Vice Chancellor, Finance

Ms. Schall led the committee review of the agreement to  
provide educational and travel services for the study  
abroad program during Fall 2008 (Florence, Italy) that  
will be presented to the Board for approval at the October  
21<sup>st</sup> regular meeting. Discussion followed.

AGREEMENT WITH CENTERS FOR  
ACADEMIC PROGRAMS ABROAD

Ms. Schall led the committee review of the agreement to provide travel services to Turkey (Summer 2009) for the study abroad program that will be presented to the Board for approval at the October 21<sup>st</sup> regular meeting. Discussion followed.

AGREEMENT WITH ADVENTURE-  
LAND SAFARI LLC

This item was withdrawn from consideration.

AGREEMENT WITH CAL POLY  
POMONA FOUNDATION, INC.

Dr. Smith presented information to the committee about a subcontract to fund a collaborative project with the University of California, Riverside that will be presented to the Board for approval on the 21st. Discussion followed.

SUBCONTRACT AGREEMENT WITH  
THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

Mr. Vito led the review of the course sequencing plans for Riverside County Career and Technical Education/Regional Occupational Program that will also be presented to the Board for approval on October 21, 2008. Discussion followed.

REGIONAL OCCUPATIONAL  
PROGRAM COURSE SEQUENCING  
PLAN

Drs. Baker and Howard led the committee update on the School of Nursing and its program. Discussion followed.

SCHOOL OF NURSING UPDATE

The committee adjourned the meeting at 6:45 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES  
PLANNING COMMITTEE MEETING OF OCTOBER 14, 2008

Chairperson Green called the committee to order at 6:45 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson  
Mr. Mark Takano, Vice Chairperson  
Ms. Virginia Blumenthal, Vice President, Board of Trustees  
Mr. Jose Medina, Member, Board of Trustees  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs  
Mr. Doug Beckstrom, Senate Representative, District and  
Moreno Valley Campus  
Mr. Mark Carpenter, CTA Representative, Riverside City College  
Mr. Joe Eckstein, CTA Representative, Norco Campus  
Ms. Karina Medel, ASRCCD Representative  
Mr. Lee Nelson, Senate Representative, Riverside City College  
Mr. Tom Wagner, Senate Representative, Norco Campus  
Ms. Ginny Haguwood, CSEA Representative, Riverside Campus  
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement  
Ms. Patricia Braymer, Vice President, Business Services, Moreno Valley Campus  
Dr. Gaither Loewenstein, Vice President, Educational Services, Norco Campus

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations  
Mr. David Higginson, AIA, Higginson+Cartozian Architects, Inc.

Ms. Kauffman led the committee review of the strategic plan and District mission statement. Discussion followed.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT STRATEGIC PLAN 2008-  
2012

Ms. Braymer and Architect Higginson presented the committee with an overview of the remodel project, as well as the final budget for the project. Discussion followed.

FOOD SERVICES REMODEL –  
MORENO VALLEY CAMPUS

The committee adjourned the meeting at 7:11 p.m.

ADJOURNMENT



MINUTES OF THE BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING OF OCTOBER 14, 2008

Chairperson Blumenthal called the committee to order at CALL TO ORDER  
7:15 p.m., in Board Room AD122, Riverside City  
College.

Committee Members Present

Ms. Virginia Blumenthal, Committee Chairperson  
Mr. Jose Medina, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Ms. Janet Green, Secretary, Board of Trustees  
Mr. Mark Takano, Member, Board of Trustees  
Dr. Irving G. Hendrick, Interim Chancellor  
Ms. Chris Carlson, Chief of Staff  
Mr. Doug Beckstrom, Senate Representative, District and  
Moreno Valley Campus  
Ms. Anette Guldhammer, CTA Representative,  
Moreno Valley Campus  
Dr. Dariush Haghighat, CTA Representative, Riverside  
Ms. Ginny Haguewood, CSEA Representative, Riverside  
Mr. Richard Mahon, Academic Senate Representative,  
Riverside City College  
Mr. Mark Sellick, CTA Representative, Riverside  
Deborah Tompsett-Makin, Academic Senate Representative,  
Norco Campus

Resource Persons Present

Dr. Linda Lacy, Interim President, Riverside City College  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Ms. Patricia Braymer, Vice President, Business Services,  
Moreno Valley Campus  
Dr. Gaither Loewenstein, Vice President, Education Services,  
Norco Campus  
Ms. Ruth Adams, Esq., Director, Contracts, Compliance and Legal Services

Guests Present

Dr. James Buysse, Vice Chancellor, Administration and Finance  
Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services  
and Operations  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Ms. Adams led the committee review of Policies 2345,  
2710, 2712, 2725, 3280, 3310, 3410, 3430, 3505, 5010,  
5011, 5012, 5015, 5020, 5035, 5040, 5045, 5050, 5052,  
5055, 5075, 5130, 5140, 5150, 5205, 5210, 5570, 5800,  
5850, 7126, 7130, 7140, 7155, 7234, 7260, 7335, 7345,

REVISED BOARD POLICIES – FIRST  
READING

7350, 7370, 7371, 7380, 7385, 7510, 7515 and 7600 that will be brought to the Board for first reading at the October 21<sup>st</sup> regular meeting. Discussion followed.

The committee adjourned the meeting at 8:17 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING OF OCTOBER 14, 2008

Chairperson Takano called the committee to order at 8:25 p.m., in the Board Room AD122, Riverside City Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson  
Ms. Virginia Blumenthal, Vice Chairperson  
Ms. Mary Figueroa, President, Board of Trustees  
Ms. Janet Green, Secretary, Board of Trustees  
Mr. Jose Medina, Member, Board of Trustees  
Dr. James L. Buisse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources  
Mr. Doug Beckstrom, Senate Representative, District and  
Moreno Valley Campus  
Ms. Tamara Caponetto, CSEA Representative, Norco Campus  
Ms. Tish Chavez, Confidential Representative, Riverside City College  
Ms. Ginny Haguewood, CSEA Representative, Riverside City College  
Ms. Shari Yates, Senate Representative, Riverside City College  
Mr. Richard Mahon, Senate Representative, Riverside City College  
Ms. Meshay Brown, ASRCCD Representative  
Mr. Gustavo Segura, CSEA Representative, Riverside City College

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor  
Dr. Linda Lacy, Interim President, Riverside City College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Mr. Orin Williams, Associate Vice Chancellor, Facilities  
Planning, Design and Construction  
Ms. Patricia Braymer, Vice President, Business Services,  
Moreno Valley Campus  
Mr. Norm Godin, Vice President, Business Services, Norco Campus

Guest(s) Present

Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services  
and Operations  
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Mr. Williams led the committee review of the change order for the projects that will be brought to the Board for approval at the October 21<sup>th</sup> regular meeting. Discussion followed.

DISTRICT MODULAR PROJECTS –  
MORENO VALLEY ALLIED HEALTH  
SCIENCES AND RIVERSIDE CITY  
CAMPUS – CHANGE ORDER NO. 1

Mr. Williams also led the committee consideration of the change orders for the project that will be brought to the Board on October 21<sup>th</sup> regular meeting. Discussion followed.

Dr. Buysse and Mr. Brown led the committee review of the budget that will be brought to the Board for approval at the regular meeting on the 21st. Discussion followed.

The committee adjourned the meeting at 10:11 p.m.

PHASE III NORCO/INDUSTRIAL  
TECHNOLOGY BUILDING PROJECT  
– CHANGE ORDERS

FY 2008-09 BUDGET – PUBLIC  
HEARING AND BUDGET ADOPTION

ADJOURNMENT