Request for Proposals (RFP) No. 2085

Classification and Compensation/Benefits Study
for
Rio Hondo Community College District

Date Issued: May 20, 2022

Response Closing Date / Time: June 17, 2022 at 5:00p.m. PST

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.
1. Background about Rio Hondo College:

Rio Hondo Community College ("District") was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries. Measure A, a bond passed by voters in 2004, provides new buildings and facilities upgrades campus-wide as well as new off-site educational centers in South Whittier and El Monte. The District provides transfer, vocational, and short-term courses for roughly 15,500 full-time equivalent students; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five-member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

2. Objective of the Project:

The District and the California School Employees Association (CSEA) has agreed to begin the process of selection of a class/compensation consultant, reaching mutual agreement of the selected consultant no later than September 1, 2022. Thus, the District is soliciting proposals from qualified firms ("Consultant") to conduct a comprehensive classification and compensation and benefits (medical, dental, vision, life, pension, etc.) study for the District’s bargaining unit member positions. The purpose of this study is to evaluate the current classification, salary and benefits relationships, survey the comparability to current salaries and benefits with other educational institutions and community colleges and to make recommendations for classification and salary adjustments.

This study will encompass all classified positions and shall consist of two (2) phases:

   Phase I: Classification Review and Class Specification Development; and
   Phase II: Compensation/Benefit Analysis.

The classification review will encompass 172 bargaining unit member positions (See Appendix A). The District seeks a complete analysis of all current classifications with recommendations for internal classification alignment and external compensation alignment with other community colleges within or bordering the District’s local service area (Los Angeles - Orange - San Bernardino - Riverside Counties).

3. Definition of Terms:

A. The designation and reference of District refers to Rio Hondo Community College District, a political subdivision of the State of California.

B. Bidder, Firm, and Consultant refers to companies which choose to submit Proposals to this RFP and used interchangeably within this document.

C. Proposal and RFP are used interchangeably within this document.

D. Contract and Agreement are used interchangeably within this document.

4. Contract Type / Term:

The contract type will be lump sum.

However, if deemed necessary, the District may opt to increase the Consultant’s involvement in the awarded contract via an Amendment. Such Amendment, if any, to increase or decrease the dollar value and extend the period of performance shall be at the sole discretion of the District.

5. RFP Schedule:

The following are the schedule of events for this solicitation:
6. Pre-Proposal Conference:

A non-mandatory pre-proposal conference will be conducted. District and CSEA representatives will be available to answer questions.

Topic: Pre-Proposal Conference

Time: May 27, 2022 02:00 PM Pacific Time (US and Canada)

Join from PC, Mac, Linux, iOS or Android: https://cccconfer.zoom.us/j/98848348558

Or iPhone one-tap (US Toll): +16699006833,98848348558# or +12532158782,98848348558#

Or Telephone:

Dial:
+1 669 900 6833 (US Toll)
+1 253 215 8782 (US Toll)
+1 346 248 7799 (US Toll)
+1 646 876 9923 (US Toll)
+1 301 715 8592 (US Toll)
+1 312 626 6799 (US Toll)

Meeting ID: 988 4834 8558
International numbers available: https://cccconfer.zoom.us/u/anL1GqXYQ

Or an H.323/SIP room system:

H.323: 162.255.37.11 (US West) or 162.255.36.11 (US East)
Meeting ID: 988 4834 8558

SIP: 98848348558@zoomcrc.com

Or Skype for Business (Lync):

SIP: 98848348558@lync.zoom.us

7. Minimum Qualification Requirements:

Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP. Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award:

- Minimum of five (5) years of experience providing the required services in this RFP.
- Ability to obtain and maintain the insurance required by the District (see Exhibit C “Sample Agreement”).
8. Preparation of RFP:

A. Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.

B. The District is not responsible for payment of costs incurred in the preparation of the requested Proposals or any other ancillary expense.

9. Dissemination of RFP Information:

A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of written Addendum issued by the District Point of Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.

B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

10. District Contact:

All communication should be directed to the following District Contact:

Felix G. Sarao  
Director of Contract Management & Vending Services  
3600 Workman Mill Road  
Whittier, CA 90601-1616  
Phone: (562) 908-3493  
Email: fsarao@riohondo.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above up by 5:00 pm on June 3, 2022.

NOTE: When communicating with the District Contact, please indicate in the subject line “RFP No. 2085 Query”

11. Restriction on Communications:

A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:

1. The course of a Bidders' conference, if conducted;
2. Oral presentations and site visits, if conducted.

B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

12. Questions Regarding the RFP:

A. All inquiries, questions, and requests for clarification of the contents of this RFP No. 2085 should be sent by email to the District Contact. All inquiries should include:

1. A clear and concise question and reference page number; and
2. References to specific points within this RFP.
B. Questions are due by the date specified in the RFP schedule in Section 5 of this RFP.

C. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

13. Errors and Omissions:

A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

14. Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposals and related documentation will be borne by the Bidder.

15. Submission of Proposals:

A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.

B. Bidder’s response should contain one (1) signed paper copy (bearing original signatures), five (5) extra copies and one (1) electronic copy on a CD or flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:

1. Date of the Bidder’s response
2. RFP Project Name
3. Name of Bidder’s representative, phone number, and e-mail

C. Bidders should forward their responses, in full conformity with the requirements of this RFP, by the stated deadline to the District contact above. Business hours are 8:00 am to 4:00 pm Monday through Friday. The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

16. RFP Exceptions:

A. The District will not consider the submission of the Bidder’s standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 16.

1. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any services that could be made by the Bidder to satisfy those requirements.

2. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.
B. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the
RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be
non-responsive and ineligible for contract award.

17. General Terms and Conditions:

A. Exhibit C (Sample Agreement) contains the general terms and conditions for this project.

B. The District, reserves the right to modify Exhibit C to the extent that it deems necessary either before or
during any negotiations with a selected Bidder.

Each Bidder is expected to review the general terms and conditions or their objections to specific parts of
Exhibit C as a mechanism to expedite the contract negotiation process.

18. Specifications:

Bidders are expected to meet or exceed the specifications in their entirety. Each proposal shall be in
accordance with this specification. If products and/or services as proposed do not comply with specifications
as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each
and every deviation or variation from these specifications. Absence of any such itemization and explanation
should be understood to mean that Bidder proposed to meet all details of these specifications. Successful
Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet
specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not
meet requirements of this specification, the successful Bidder(s) shall be required to correct same at
Bidder’s own expense.

19. Acceptance of Bidder’s Response to RFP:

The District, reserves the right to accept or reject any and all proposals, or any item or part thereof, or to
waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time
without prior notice; postpone proposal openings for its own convenience; and request or obtain additional
information about any and all proposal(s).

20. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal
deadline.

21. Rejection of Proposal:

Reasons for rejection of proposals include the following:

A. Late proposals will not be accepted. Proposals may also be rejected for failure to conform to the rules
or requirements contained in the RFP;

B. Failure to sign the proposal;

C. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be
rejected;

D. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals,
incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete,
indefinite or ambiguous as to its meaning; and

E. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms
and conditions that are contrary to those in the solicitation.
22. Proposal Acceptance Period:

All proposals shall remain available for acceptance for a minimum of one hundred and twenty (120) days following the RFP closing date.

23. District Rights:

A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.

B. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District’s requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District’s requirements.

24. Disclosure of Records:

All proposals, supporting materials and related documentation will become the property of the District. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

25. Conflict of Interest:

A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.

B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.

C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

26. Ethics:

A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.

B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:

   i. Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

   ii. Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

27. Proposal Format:

Bidder’s Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder’s proposed product/services, the Bidder should mark the requirement as “Non-Applicable” and include the section in the Bidder’s Response.

28. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- Cover Letter and Company Description
- Bidder Qualifications and Related Experience
- Project Plan and Methodology
- Proposed Staffing and Project Organization
- Financial Proposal
- References/Others

A. Cover Letter and Company Description.

Provide a cover letter and introduction including the name of the firm, address, telephone number, email address and position of the person or persons authorized to represent the firm regarding all matters related to the proposal. The letter should provide a brief company description and address the company’s willingness and commitment, if selected, to provide the required services, and why should your firm be chosen for this service and how does your firm differentiate your services from your competition. The cover letter shall be signed by a person(s) authorized to bind the firm to all commitments made in the proposal. Exhibit B: Bidder Information should be completed and submitted.

B. Bidder Qualifications and Related Experience.

This section of the proposal should provide a general description of the Bidder’s background, nature of business activities, and verifiable experience providing the required products and/or services. It should explain the ability of the Bidder to satisfactorily perform the required work as a result of: (i) experience in performing work of a similar nature to that identified in the RFP; (ii) demonstrated experience working with similar organizations to District; (iii) strength and stability of the Bidder; (iv) current staffing capability and availability; (v) current work load; and (vi) proven record of meeting schedules on similar type of work.

Bidder should include information that will address the following question(s):

1. Detail experience including specific experience in providing classification, compensation and benefits studies for other educational entities, similar in scope, size or discipline to the required services described in this request for proposal, performed or undertaken within the past five (5) years. Experiences which relate to Community Colleges are preferred.

2. Provide a list of all public school district or community college district clients in the State of California.

3. Identify and describe any litigation or investigation by a regulatory authority that your organization or officers have been involved in over the last five (5) years that relate to classification, compensation and benefits study.
C. Project Plan and Methodology.

Identify the approach used by your firm to complete the classification, compensation and benefits study. This approach should include an explanation of all services that will be performed by your firm and should, at minimum, include the following:

1. Communication Plan:
   a) Describe your proposed communication program to ensure an up-to-date understanding by all District staff of the processes and work being conducted by the Consultant and the ultimate outcomes anticipated by the District for this project and to provide progress report updates to the District’s VP, Human Resources.
   b) Describe the tools/resource you propose to use.
   c) Submit a single project schedule/timeline incorporating all of the elements in the project. The schedule should be in days or weeks starting from the receipt of the notice to proceed.

2. Job Classification System:
   a) Describe your processes to develop the comprehensive job classification system.
   b) Describe how you plan to obtain information from the employees.
   c) If you plan to interview or perform desk audits on less than 100% sample size for each classification, describe your sampling processes, minimum response levels, and how you plan to meet these minimum response levels.
   d) Provide at least one sample each of questionnaires, interview procedures and questions, desk audit procedures, or other tools that you have used to complete the job analysis components, as an appendix to the body of this section.

3. Compensation Survey:
   a) Describe your process to work with the District to formulate and adopt a compensation philosophy.
   b) Given the list of agencies have already been determined; describe how you will determine benchmark classifications.
   c) Describe how you will compare these benchmarked classifications to the District’s classifications.
   d) Describe your process to develop the appropriate wage and salary structures.
   e) Describe your processes to advise the District on budgetary cap as it relates to the proposed recommendations.

4. Implementation Plan:
   a) Describe your processes to develop an implementation plan for the study, including requirement to negotiate with duly authorized employee representative.
   b) Describe actions you will take to train the District’s Human Resources staff to maintain the newly implemented classification plan and compensation and benefits survey results.

5. Appeal Process:
   a) Recommend an appeals process.

Note: Bidder should provide information on duration of each milestone described above.

C. Proposed Staffing and Project Organization.

This section of the proposal should include resumes of Bidder’s key personnel to be assigned to the project, with information on their roles and responsibilities and project organizational chart. The project organization chart should clearly delineate communication/reporting relationships among the project
staff, including sub-contractor(s) (if applicable). All key staff will be named in the proposal. Bidder should include a statement that key personnel will be available to the extent proposed for the duration of the project and, acknowledge that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the District.

Bidder should include information that will address the following:

1. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide brief resumes. The response should indicate the abilities, qualifications, licenses, certifications and experience of these individuals.

D. Financial Proposal

Bidder will submit a financial proposal which will include the following:

1. A “Base Bid” which is the Bidder’s total costs (labor, materials, equipment, travel, mileage, etc.) in providing the required services.

2. A “Cost Loaded Schedule” showing the proposed hours of the proposed project team aligned with milestones and/or specific tasks required for the study.

3. A “Payment Schedule” that is aligned with the cost loaded schedule.

4. A “Fee Schedule” (fully burdened hourly rates) for each member of the project team that will be used as reference for any additional service that may be required by the District outside the scope of this RFP’s Statement of Work.

5. Based on the RFP scope, clearly specify any work that would be considered additional services.

6. The financial proposal must be signed by an authorized representative of the Bidder’s organization and submitted with the Bidder’s proposal.

7. Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration.

E. References/Others

Bidders should provide at least three (3) letters or reference from their current clients. At least one (1) should be a California Community College District that demonstrates your ability to provide the services included in the description of work.

The list of client references shall be completed for each and include:

1. Entity Name
2. Entity Address
3. Contact Individual
4. Telephone Number/E-mail address
5. Description of services

Bidder should include information that will address the following:

1. Is your firm or any member of your firm involved in any litigation relative to your transactions with other educational institutions?
2. Please disclose any conditions that may affect your firm’s ability to perform contractually such as:
   a) Financial issues
   b) Planned office closures
c) Impending merger

d) Disbarment / suspension imposed by any federal, state, or local public agency

The District reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Contact for references may be made with several or all the clients listed. The District reserves the right to contact prior or current client references not listed.

29. Method of Evaluation:

A. Proposals will be evaluated by the District, based on the response to the information requested above and the following weights are assigned for evaluation purposes:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Qualifications and Related Experience</td>
<td>20</td>
</tr>
<tr>
<td>Project Plan and Methodology</td>
<td>15</td>
</tr>
<tr>
<td>Proposed Staffing and Project Organization</td>
<td>15</td>
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<tr>
<td>Financial Proposal</td>
<td>25</td>
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<tr>
<td>References/Others</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top proposals (up to a maximum of five) may be called for interviews. If interviews are conducted, Bidder team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.

C. The District through mutual agreement with CSEA has the sole authority to select the final consultant(s)/firm(s), and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest priced proposal. The District shall not be responsible for any costs associated with a Bidder’s preparation of a proposal in response to this RFP.

E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit C). Bidders should not propose their own standard contract, or terms and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

30. Incorporated Documents:

A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District as well as the contents of the Bidder’s proposal as accepted by the District.
B. The following exhibits shall also apply and incorporated by reference:

   Exhibit A: Statement of Work
   Exhibit B: Bidder Information Form
   Exhibit C: Sample Agreement

Thank you for considering this solicitation.
EXHIBIT A: Statement of Work
RFP No. 2085: Classification and Compensation/Benefits Study

A. Scope.

Consultant will conduct a review of job classifications, compensation and benefits of all District bargaining unit member positions (see Appendix A). The District seeks a complete analysis of all current classifications with recommendations for internal classification alignment and external compensation alignment with other educational institutions and community colleges within or bordering the District’s local service area (Los Angeles - Orange - San Bernardino - Riverside Counties).

B. Scope Objectives.

1. To review and amend job classification specifications for approximately 172 bargaining unit member positions.

2. To recommend placing each employee into a specific job classification based on his/her respective duties and responsibilities.

3. To provide disaggregated data of employees by race, ethnicity, age, and gender within classifications.

4. To recommend the appropriate interval placement on a salary schedule based on the difficulty of the job, the education, knowledge, skills and abilities required for the classification, local market analysis, and any particular environmental working condition inherent in the duties of the classification.

5. To recommend Fair Labor Standards Act overtime exempt or non-exempt status of each classification.

6. To make unit recommendations regarding classifications performing management responsibilities.

7. To align compensation with other educational institutions and community colleges within or bordering the District’s local service area (Los Angeles - Orange - San Bernardino - Riverside Counties).

C. Scope of Services.

The following scope of services identified below is intended to summarize what is required for this project but is not intended to be complete or comprehensive. Instead, it serves as a summary guideline of services expected by the District.

The Consultant will do the project in two (2) phases:

1. Phase I - Classification Review and Class Specification Development.

   The Consultant will:

   a) Provide clear distinctions in different job levels; promote internal equity; establish performance standards/job qualifications for all newly created job classifications and provide legally defensible classification specifications in compliance with the American with Disabilities Act (ADA), Fair Employment and Housing Act (FEHA), Fair Labor Standards Act (FLSA).

   b) Provide a letter to each classified staff member and their immediate supervisor explaining the objectives of and methodology for the study.

   c) Meet and communicate with the District through all phases of the study.

   d) Have all employees in the study complete a job questionnaire and have the supervisor comment and review the completed questionnaire.

   e) Hold personal interviews with employees to discuss or explain the questionnaire.

   f) Collect and analyze job questionnaires.

   g) Prepare/revise written job descriptions for each position/classification. State essential duties for each classification.
h) Determine internal relationships between positions.
i) Allocate each position/employee to a specific job description.
j) Identify and publish an appeal process regarding the job descriptions reviewed by the Consultant.
k) Conduct the appeal process and prepare a written decision.

2. Phase II - Compensation and Benefit Survey.

The Consultant will:

a) Conduct a compensation and benefits study using agreed-upon districts. Identify appropriate benchmark positions within the districts based on salary and benefits, and providing a narrative for each recommendation that explains the basis for the recommendation.
b) Recommend benchmark positions to be used in the compensation and benefits study. As it relates to benchmark positions, in the event a large enough pool is not found in which to compare a position, other public districts other than those listed above shall be utilized, upon approval by the District's Vice President, Human Resources. Moreover, positions shall be deemed comparable if such position contains at least 75% of the duties and responsibilities (including experience and education) as identified in the current job descriptions and/or job questionnaires completed by employees.
c) Using those benchmark positions, create an appropriate compensation structure that recognizes internal equity, yet enables Rio Hondo College to attract and retain a highly skilled work force. The compensation structure will include recommended salary schedules and ranges for classification/positions taking into account District benefits.
d) Compare the District to other educational institutions and community colleges within or bordering the District's local service area (Los Angeles - Orange - San Bernardino - Riverside Counties), and similar sized districts.
e) Identify and publish an appeal process regarding the salary classification reviewed by the Consultant.
f) Conduct the appeal process and prepare a written decision.
g) Prepare a final report outlining procedures and techniques used in the review of salaries and benefits and the results of the study, and present the results to the District's administration.

D. Reports and Deliverables.

Specific services, although not all-inclusive, to be performed by Consultant as follows:

1. Conducting a series of orientation meetings and presentations with District representatives, as an example but not limited to:
   a) Rio Hondo College’s Superintendent/President
   b) Rio Hondo College Vice President, Human Resources

2. Provide a timeline of critical activities and/or phases.

3. Developing communication materials describing the process of the study and instructions for completing position information questionnaires for distribution to all respective employee groups during employee orientation sessions. Communication materials will include an electronic version of an orientation session that will be uploaded to a Rio Hondo College web or portal site for viewing.

4. Developing a position information questionnaire and administering the questionnaire to all incumbents in studied classes.

5. Conducting interviews or focus groups with position incumbents within each class for verification and clarification purposes.
6. Submitting an electronic bi-weekly status report to the Vice President, Human Resources, providing written reports on unresolved issues, and meeting personally with the Vice President, Human Resources as appropriate to the phases of the timeline.

7. Presenting preliminary recommendations and draft reports to the Vice President, Human Resources.

8. Provide an appeals process, wherein the Consultant will hear the appeals of affected employees regarding the Consultant’s recommendations for treatment of their positions or classifications. The Consultant will prepare a written response for each appeal that describes the nature of the appeal issue and explains the basis for the appeal recommendation.

9. Presenting final classification and compensation recommendations to the Rio Hondo College Superintendent/President and Vice President, Human Resources

E. Consultant Responsibilities.

1. Unless otherwise identified, all written deliverables, except final reports, shall be formatted and delivered in Microsoft Word format attached to an e-mail message to the Vice President, Human Resources (Tina Kuperman, email: tkuperman@riohondo.edu).

2. Each final report shall be formatted and delivered in Microsoft Word format attached to an e-mail message, along with a USB drive delivered to the Vice President, Human Resources (Tina Kuperman) at address below:

   Rio Hondo Community College District  
   3600 Workman Mill Road,  
   Whittier, CA 90601

3. Sign-in forms for orientations and meetings shall be scanned and submitted as PDF documents.

4. Prior to submission of invoice for final payment, all deliverables must be completed to the satisfaction of the District.

F. Rio Hondo College Responsibilities.

1. The District will provide the Consultant with requested current documents used in the current classification system.

2. The District will provide the Consultant with a list of potential meeting sites, the corresponding capacities and contacts to assist with scheduling the sites.
EXHIBIT B: Bidder Information Form  
RFP No. 2085: Classification and Compensation/Benefits Study

Bidder should fill out the following:

<table>
<thead>
<tr>
<th>Authorized Representative (Name &amp; Position)</th>
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<tr>
<td>Company Name</td>
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<td>Signature</td>
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EXHIBIT C: Sample Agreement

RIO HONDO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this XXth day of Month, 2022 at Whittier, County of Los Angeles, State of California, by and between the Rio Hondo Community College District, hereinafter called “District”, and ________________, hereinafter called “Consultant”.

W I T N E S S E T H:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Engagement of Consultant. District hereby contracts with Consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit “A” (Statement of Work), attached hereto and incorporated herein by reference, to the satisfaction of District.

(b) Consultant shall keep District's representative, __________, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant during the period commencing on ________________. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consultant's Fee. District shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Agreement the sum as follows: Not To Exceed _______________. These fees shall include normal operating and office expenses or costs associated with completion of the work to be done. District shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the District, unless specific exception is provided herein.

Article 5. Payments. Payment of Consultant's fee shall be made within 30 days of invoice or approved performance, whichever is later (NET 30). Consultant agrees and acknowledges that it is Consultant's sole
responsibility to report as income all compensation received from District, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

Article 6. Employee Benefits. Consultant shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Indemnity. Consultant will defend, indemnify, and hold harmless the District, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Consultant, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Consultant, or any person or persons under Consultant's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Consultant, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Consultant's direction and control. District agrees to provide Consultant with prompt notice of any such claim or action and to permit Consultant to defend any claim or action, and that District will cooperate fully in such defense. District retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Article 8. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 9. Insurance. Consultant agrees to carry comprehensive general and automobile liability insurance with limits of five hundred thousand dollars ($500,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 10. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 11. Confidentiality and Use of Information.

(a) Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Consultant shall advise District of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant
under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 12. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For DISTRICT:

Stephen Kibui  
VP, Finance and Business  
Rio Hondo Community College District  
3600 Workman Mill Road  
Whittier, CA 90601  
Phone: (562) 463-7088  
Email: skibui@riohondo.edu

For CONSULTANT:

Name  
Address  
City State Zip  
Phone:  
Email:

Article 13. Designated Project Manager. The District's Designated Project Manager for this Contract is:

Name  
Phone:  
Email:

Article 14. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 15. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, notes, tables, graphs, reports, files, computer programs, and source code, will be the sole property of District and no reproduction of any portions of the work product may be made in any form without the express written consent of District. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

Article 16. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver
is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, the District may secure the required services from another consultant. If the cost to the District of obtaining the services from another consultant exceeds the cost of providing the service pursuant to this Agreement, the excess cost may be charged to and collected from Consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall, at the option of District, become the property of District.

Article 17. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 18. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 19. Conflict of Interest. Prior to execution of this contract, contractor shall disclose in writing to District any and all compensation, actual or potential, which contractor may receive in any form from a party other than the District as a result of performance of this contract by contractor. If contractor becomes aware of the potential for such compensation subsequent to the execution of this contract, contractor shall disclose such compensation
within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, contractor shall disclose any financial interest that contractor may have in any manufacturer or provider of the recommended products or services. The term “financial interest” includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 20. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 21. Compliance With Applicable Laws. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 22. Permits/Licenses. Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 23. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 24. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 26. Attorney’s Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 27. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 28. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 29. California State Tax Withholding For Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is
required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars ($1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

Article 30. Incorporated Documents. The following documents are attached hereto by reference and in order of precedence:

A. RFP No. 2085: RFP Packet (including Addenda, Bulletins and Appendices if any)
B. RFP No. 2085: Exhibit A - Statement of Work
C. XXX proposal dated Moon, date, 2022

Article 31. Entire Agreement/Amendment. This Agreement and the Incorporated Documents listed in Article 30 above constitute the entire contract between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. The terms and conditions of this Agreement shall govern over conflicting terms and conditions stated in any order form(s), attachment(s), appendix, exhibit(s), proposal(s), statement of work or other document related to this Agreement. Any modification to this Agreement must be on Amendment forms and signed by both parties.

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

CONSULTANT

______________________________  ______________________________
Name                        Date

Stephen Kibui
VP, Finance and Business
Rio Hondo Community College District

DISTRICT

RHC Board Date: Month Day, 2022
Appendix A
Bargaining Unit Job Classifications

1) Accessibility and Compliance Specialist
2) Account Clerk I
3) Account Clerk II
4) Account Clerk III
5) Account Clerk III / Billing
6) Accountant
7) Accountant II
8) Accounting Technician II
9) Accounting Technician II - Special Projects
10) Accounting Technician III
11) Accounting Technician / Budget Control
12) Accounting Technician / Cash Receipts
13) Accounting Technician / Disbursements
14) Administrative Secretary - Classified
15) Admissions and Records Assistant
16) Admissions and Records Assistant Coordinator
17) Admissions and Records Coordinator
18) Admissions and Records Senior Coordinator
19) Admissions and Records Specialist - Analyst
20) Amnesty Specialist
21) Apprenticeship and IBID Program Assistant
22) Assistant Accountant
23) Assistant Buyer
24) Assistant Range Master
25) Athletic Trainer
26) Audio Visual Multimedia Repair Technician
27) Buyer
28) CAD / GIS Computer Specialist
29) Career Development Center Specialist
30) Carpenter
31) Child Development Center Assistant Teacher
32) Child Development Center Teacher
33) Children’s Center Aide
34) Children's Development Center Coordinator
35) Clerk Typist I
36) Clerk Typist II
37) Clerk Typist II - FLEX
38) Clerk Typist II - Teacher Preparation
39) Clerk Typist III
40) Clerk Typist III - Children’s Center
41) Computer Equipment Repair Technician
42) Computer Operations Technician
43) Coordinator of Grant Development
44) Coordinator, Parking Services/Dispatcher
45) Counseling Assistant
46) Curriculum / Articulation Specialist
47) Custodial Leadperson
<table>
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<tr>
<th>Job Classification</th>
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<tr>
<td>48) Custodian</td>
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<tr>
<td>49) DSPS Support Services Aide</td>
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<tr>
<td>50) Educational Advisor, Student Support Services, Outreach &amp; Matriculation</td>
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<tr>
<td>51) Educational Advisor, STEM</td>
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<tr>
<td>52) Educational Advisor, Upward Bound/Student Support Services</td>
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<tr>
<td>53) Electrician</td>
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<tr>
<td>54) Electronic/Business Machines Repair Technician</td>
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<td>55) EOPS Evaluator</td>
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<td>56) EOPS Specialist</td>
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<tr>
<td>57) EOPS / CARE Specialist</td>
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<tr>
<td>58) EOPS / CARE Tutor Technician</td>
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<td>59) Evaluations Technician</td>
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<td>60) Facilities Secretary</td>
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<td>61) Financial Aid Assistant</td>
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<td>62) Financial Aid Coordinator</td>
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<td>63) Financial Aid Technician</td>
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<td>64) Fire Academy Training and Operations Specialist</td>
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<td>65) Food Services Worker</td>
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<td>66) Foster / Kinship Care Education (FKCE) &amp; Independent Living Program Specialist</td>
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<td>67) General Maintenance Worker</td>
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<tr>
<td>68) Graphic Artist</td>
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<td>69) Grounds Equipment Operator</td>
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<td>70) Grounds Maintenance Worker</td>
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<td>71) Heating / Air Conditioning &amp; Plumbing Journeyperson</td>
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<td>72) Human Resources Assistant I</td>
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<td>73) Human Resources Assistant II</td>
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<td>74) Human Resources Technician</td>
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<td>75) HVAC Mechanic</td>
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<td>76) Information Specialist</td>
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<td>77) Instructional Assistant</td>
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<td>78) Instructional Assistant - Administration of Justice</td>
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<td>79) Instructional Assistant - Business Skills</td>
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<td>80) Instructional Assistant - Communications; Apprenticeship; Non-credit, Citizenship &amp; ESL</td>
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<td>81) Instructional Assistant - ESL Foreign Languages Lab</td>
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<td>82) Instructional Assistant - Fabrication / Welding</td>
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<td>83) Instructional Assistant - Fitness Center</td>
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<td>84) Instructional Assistant - Health Science Skill Center</td>
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<td>85) Instructional Assistant - Learning Assistance Center</td>
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<td>86) Instructional Assistant - Math Science Center</td>
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<td>87) Instructional Assistant - On-Line Education</td>
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<td>88) Instructional Assistant - Virtual College</td>
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<td>89) Instructional Division Secretary</td>
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<td>90) Instructional High Tech Access Computer Lab Technician</td>
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<td>91) Instructional Lab Technician - Biology</td>
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<td>93) International Students Specialist</td>
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<td>94) Internet Web Designer</td>
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<td>95) Interpreter Coordinator</td>
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<td>96) Irrigation Specialist &amp; Grounds Lead</td>
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<td>97) Job Developer</td>
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<td>98) Lead Equipment Mechanic</td>
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150) Senior Systems Analyst
151) Senior Systems Programmer / Analyst
152) Senior Tool Room Attendant
153) Special Education Aide - Physically Disabled
154) Sprinkler Maintenance and Repair Person
155) Student Activities Assistant
156) Student Services Assistant
157) Student Services Representative
158) Switchboard Operator / Mail Room Clerk I
159) Switchboard Operator / Mail Room Clerk II
160) Systems Analyst
161) Technology Systems Trainer
162) Testing Technician
163) Theatre Production Coordinator
164) Theatre Technician
165) Tool Room Attendant
166) Trans Coordinator / Vehicle and Equipment Mechanic
167) Utility Leadperson
168) Utility Worker
169) Vehicle and Equipment Mechanic
170) Warehouse Storekeeper
171) Web Developer
172) Welder