

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees - Regular Meeting – October 19, 2004 - 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.

Closed Session

- Pursuant to Education Code Section 54956.9, conference with legal counsel, existing litigation. Name of case: Dizon vs. RCCD.

**Recommended Action: To be Determined**

**Public Hearing – Adoption of 2004-2005 Budget**

- I. Approval of Minutes - Special planning meeting of September 14, 2004  
Special meeting of September 15, 2004  
Adjourned special planning meeting of September 15, 2004  
Special meeting of September 16, 2004  
Special meeting of September 28, 2004

II. President’s Reports

A. Communications

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

**Information Only**

1. “Recognition of Partnership by Health Careers Academy, Canyon Springs High School” – Ms. Phyllis Rowe, Associate Professor/Nursing (LVN)

III. Student Report

IV. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

- (a) Management
- (b) Contract Faculty
- (c) Extra-Curricular Assignments, Academic Year 2004-2005
- (d) Department Chair Assignments, Academic Year 2004-2005
- (e) Coordinator Assignment, Academic Year 2004-2005
- (f) Long-Term, Temporary Substitute, Fall Semester 2004
- (g) Overload Assignments, Fall Semester 2004
- (h) Part-Time Faculty, Hourly Assignments, Fall Semester 2004
- (i) Child Development Center, Hourly Employees, Fall Semester 2004
- (j) Overload Assignments, Summer Intersession 2004
- (k) Part-Time Faculty, Hourly Assignments, Summer Intersession 2004
- (l) Child Development Center, Hourly Employees, Summer Intersession 2004
- (m) Part-Time Faculty, Hourly Assignments, Spring Semester 2004
- (n) Special Assignments

2. Salary Reclassification
  3. Salary Placement Adjustment
  4. Separations
- b. Classified Personnel
1. Appointments
    - (a) District
    - (b) Categorically Funded
    - (c) Short Term
    - (d) Temporary As Needed Student Workers
    - (e) Community Education Program – Fall Semester 2004
    - (f) Special Project
  2. Reorganization of Classified Management Position
  3. Professional Growth
  4. Correction to Professional Growth Step
  5. Permanent Increase in Workload
  6. Temporary Reduced Workload for Classified Bargaining Unit Employee
  7. Request to Adjust Military Leave
  8. Request for an Extension of Leave Without Pay
  9. Administrative Leave With Pay for Classified Bargaining Unit Employee
  10. Request for Leave Under the Federal Family and Medical Leave Act of 1993
  11. Request to Adjust Child Care Leave
  12. Separations

2. Purchase Order and Warrant Report -- All District Funds  
- Purchase orders and warrant reports issued by the Business Office and Auxiliary Business Services.
3. Annuities  
- Tax shelter annuities for employees, amendments and terminations.
4. Approval – Budget Adjustments (None)
5. Bid Awards (None)
6. Donations  
- Recommend accepting the listed donated items.
7. Out-of-State Travel  
- Recommend approving out-of-state travel requests.
8. Grants, Contracts and Agreements
  - a. Service Agreement with Innovative Interfaces  
- Recommend ratifying the renewal of the services agreement to provide maintenance on INNOPAC hardware and software in the Digital Library. The term of the agreement is July 1, 2004 to June 30, 2005.
  - b. Service Agreement with Hewlett-Packard  
- Recommend ratifying the renewal of the service agreement to provide maintenance on Compaq equipment in the Digital Library. The term of the agreement is July 1, 2004 to June 30, 2005.
9. Other Items (None)

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

- B. Information (None)

V. Board Committee Reports

A. Academic Affairs and Student Services

1. Open Campus

- a. Subcontractor Agreement with California Manufacturing Technology Consulting (CMTC)  
- Recommend ratifying the agreement to supply technical consulting and training expertise to CMTC at no cost to the District. Term of the agreement is September 6, 2004 to September 5, 2006.

**Recommended Action: Request for Ratification**

- b. University of California, Riverside, Extension Center Agreement  
- Recommend approving the agreement to use the UCR Extension Center Conference Facilities, with a waiver of requirements for UCR to hold the District harmless and indemnify the District for any claims arising from operation of the contract, and insertion of reciprocal indemnification and insurance language. Term of the agreement is for one day on November 3, 2004.

**Recommended Action: Request for Approval**

- c. MOU – San Bernardino Community College District (SBCCD), Professional Development Center (PDC) and RCCD, Center for International Trade Development (CITD)

- Recommend approving the MOU to provide export and international trade services to the San Bernardino area through the Professional Development Center.

**Recommended Action: Request for Approval**

- d. Agreement with August Enterprises, Inc.  
- Recommend ratifying the agreement with August Enterprises, Inc. for the purchase of LLMC (Life Long Management System) software and annual subscription fee to be used by the Community Education program. The term of the agreement is September 23, 2004 to September 22, 2005.

**Recommended Action: Request for Ratification**

2. Use of Facilities

- Recommending ratifying the renewal of agreements and application for use of facilities. In order to provide academic and physical education classes for the Norco Campus, arrangements have been made to use off-campus facilities. The time is from September 1 to December 17, 2004 (Fall Session) and February 14 to June 9, 2005 (Spring Session).

**Recommended Action: Request for Ratification**

3. Occupational Education

- a. Riverside Refrigeration Maintenance Agreement  
- Recommend approving the maintenance agreement to provide quarterly scheduled maintenance on refrigeration equipment at the Culinary Academy. The agreement begins on October 20, 2004 and continues until 30 days written notice is given by either party.

**Recommended Action: Request for Approval**

- b. CISCO Networking Academy Program  
- Recommend ratifying the training agreement to provide training to RCC instructors in all four levels of CISCO training. The agreement is from July 1, 2004 to June 30, 2005.

**Recommended Action: Request for Ratification**

4. Workforce Preparation

- a. Professional Service Agreement between Riverside Community College District and Riverside County Economic Development Agency (EDA)  
- Recommend approving the agreement to provide two full-time nursing instructors previously identified as participating through the Nurse Workforce Initiative grant. Term of agreement is December 15, 2004 to September 30, 2005.

**Recommended Action: Request for Approval**

- b. Catering Agreement between Riverside Community College District and Riverside Marriott  
- Recommend approving an agreement with Riverside Marriott to provide room and food services for nine breakfast meeting workshops for the Foster and Kinship Care Education Program. Term of the agreement is October 21, 2004 to June 9, 2005.

**Recommended Action: Request for Approval**

- c. Consultant Agreement with Victoria Stephens  
- Recommend approving a service agreement to present training and education to foster parents, kinship care providers, and non-relative extended-family care providers. Term of the agreement is October 20, 2004 to June 30, 2005.

**Recommended Action: Request for Approval**

- d. Agreement – Teresa Samano
    - Recommend approving a service agreement to prepare and conduct a series of nine three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. The term of the agreement is October 20, 2004 to June 30, 2005.
    - Recommended Action: Request for Approval**
  - e. Agreement – Michelle Runnels
    - Recommend approving an agreement with Michelle Runnels to prepare and conduct a series of three three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. The term of the agreement is October 20, 2004 to June 30, 2005.
    - Recommended Action: Request for Approval**
  - f. Agreement – Elizabeth Hernandez-Falk
    - Recommend approving an agreement with Elizabeth Hernandez to prepare and conduct a series of eight three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. The term of the agreement is October 20, 2004 to June 30, 2005.
    - Recommended Action: Request for Approval**
  - g. Agreement – Luz Estrada
    - Recommend approving an agreement with Luz Estrada to prepare and conduct a series of eight three-hour workshops to fulfill the requirements of the Foster and Kinship Care Education Program. The term of the agreement is October 20, 2004 to June 30, 2005.
    - Recommended Action: Request for Approval**
  - h. Memorandum of Understanding (MOU) between Riverside Unified School District (RUSD), Riverside Gateway to College Early College High School (ECSH), and Riverside Community College District
    - Recommend approving a Memorandum of Understanding which details the fiscal, administrative, and legal responsibilities relative to the Gateway to College Early College High School. Term of the Memorandum of Understanding is October 20, 2004 to June 30, 2004.
    - Recommended Action: Request for Approval**
5. School of Education
- a. Item pulled.

- b. Consultant Agreement with Laurie Riggs
  - Recommend approving a consultant agreement with Laurie Riggs to provide evaluation services applicable to a grant award from the Fund for the Improvement of Postsecondary Education (FIPSE). The term of the agreement is October 20, 2004 to September 30, 2007.**Recommended Action: Request for Approval**

6. Performing Arts

- a. Contract with Bodie J. Smith
  - Recommend approving the contract with Bodie J. Smith to videotape two performances of Kinetic Conversations for RCC Dance. The term of the agreement is December 1, 2004 to December 15, 2004.**Recommended Action: Request for Approval**
- b. Contract – Fred Strickler
  - Recommend approving the contract with Fred Strickler to perform as a guest artist in Collaborations for RCC Dance. The term of the agreement is January 10-15, 2005.**Recommended Action: Request for Approval**
- c. Contract with Christine M. Hernandez
  - Recommend approving the contract with Christine M. Hernandez to perform as a guest artist in Collaborations for RCC Dance. The term of the agreement is January 10-15, 2005.**Recommended Action: Request for Approval**
- d. Contract with Wayne Downey
  - Recommend ratifying the contract with Wayne Downey to provide arrangements for the RCC Marching Band. The Term of the agreement is from August 30-September 5, 2004.**Recommended Action: Request for Ratification**
- e. Contract with James Wunderlich
  - Recommend ratifying the contract with James Wunderlich to provide arrangements for the Pit Percussion for the 2004 Field Show of the RCC Marching Band. The term of the agreement is from August 30-September 5, 2004.**Recommended Action: Request for Ratification**



7. Steris Corporation Comprehensive Service Contract  
- Recommend ratifying the contract for renewal of the service agreement to provide parts and maintenance for the autoclave in the Life Science Department on the Riverside Campus. The term of the agreement is July 1, 2004 to June 30, 2005.

**Recommended Action: Request for Ratification**

- 8.\* Agreement with Case Western Reserve University and Frances Payne Bolton School of Nursing and Riverside Community College District Community Education Services  
- Recommend ratifying the agreement to provide doctoral classes for RCC nursing faculty on the Riverside Campus from October 19, 2004 to October 19, 2005.

**Recommended Action: Request for Ratification**

B. Planning and Development (None)

C. Personnel and Labor Relations (None)

D. Finance and Audit

1. 2004-2005 Budget – Public Hearing and Budget Adoption  
- Staff is recommending adopting the 2004-2005 Budget for the Riverside Community College District.
2. Consultant Agreement with Rick G. Allen  
- Staff is recommending approving a consultant agreement to provide assistance in preparing a cost allocation study and report, and to negotiate with the cognizant federal agency on behalf of the District to obtain the most favorable indirect cost rate possible. The term of the agreement would be October 19, 2004 to June 30, 2005.
3. Item pulled.
4. Martin Luther King High-Tech Center Roof Replacement  
- In an effort to avoid damage to the newly renovated MLK High-Tech building and the equipment to be housed therein, as well as program disruption during installation, it is recommended that the roof be replaced while the building is undergoing construction.
5. Change Order No. 2 – Final – Norco Early Childhood Education Center  
- Facilities staff is requesting approval of Change Order No. 2 in the amount of \$11,373 relative to the Norco Early Childhood Center.

\* Added subsequent to posting the agenda.

6. California Environmental Quality Act (CEQA) Study for Riverside Campus Parking Structure
  - An environmental assessment study was performed for the Riverside Campus Parking Structure and associated improvements. Said study determined that the proposed project will not have a significant effect on the environment. Thus, the Associate Vice President, Facilities, must now file a Negative Declaration and De Minimis Impact Finding with the Riverside County Clerk's Office. A "Staff Report" describing the findings, conclusions, and recommendations is submitted for review.
7. Item pulled.
8. Martin Luther King High-Technology Center – Group 2 Technology
  - Staff is requesting budget approval in the amount of \$3.852 million for necessary equipment and furnishings for the MLK High-Technology facility. Staff is also requesting that the \$2.6 million budget provided by the State for this purpose, down from an earlier \$4.254 million, be augmented by Measure C funding in an amount not to exceed \$1.252 million.

**Recommended Action: Request for Approval**

E. Legislative

1. Resolution in Appreciation of the Leadership of the Governor in Support of Community College Equalization – Resolution No. 4-04/05
  - Recommend approving the resolution to express appreciation to the Governor for his support of equalization funding for the Community College System.

**Recommended Action: Request for Approval**

2. Resolution in Support of the California Community College System Response to the California Performance Review – Resolution No. 5-04/05
  - Recommend approving the resolution to express support for the leadership response to the recommendations of the California Performance Review that pertain to the Community College System.

**Recommended Action: Request for Approval**

- F. Board of Trustees Committee Meeting Minutes
  - Recommend receipt of Board committee minutes from the September 7, 2004 Academic Affairs and Student Services and Planning and Development Committee Meetings, and the September 8, 2004 Legislative, Personnel and Labor Relations and Finance and Audit Committee Meetings.

**Information Only**

VI. Administrative Reports

- A. Vice President
- B. Provosts

VII. Academic Senate Report

VIII. Business from Board Members

- A.\* Proposed Recommendations to Appoint a Replacement for Dr. Henry Jackson to Serve on the Bond Oversight Committee
  - Recommend selecting an individual from applicants as the at-large community member on the Bond Oversight Committee.

**Recommended Action: Select Bond Oversight Committee Member**

IX. Comments from the Public

X. Closed Session

- Pursuant to Government Code Section 54956.8, conference with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3801 Market Street and 3892 University Avenue, Riverside.

**Recommended Action: To be Determined**

XI. Adjournment

\* Added subsequent to posting the agenda.

MINUTES OF THE SPECIAL BOARD OF TRUSTEES PLANNING MEETING  
OF SEPTEMBER 14, 2004

President Figueroa called the special planning meeting of the Board of Trustees to order at 6:10 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano  
Ms. Gina Grace, Student Trustee

Trustees Absent

Ms. Kathleen Daley

Staff Present

Dr. Salvatore G. Rotella, President  
Dr. James Buysse, Vice President, Administration and Finance  
Dr. Linda Lacy, Interim Vice President, Student Services  
Dr. Ray Maghroori, Vice President, Academic Affairs  
Dr. Brenda Davis, Provost, Norco Campus  
Dr. Richard Tworek, Provost, Moreno Valley Campus  
Ms. Virginia MacDonald, Executive Assistant to the President/Chief of Staff  
Mr. Jim Parsons, Interim Associate Vice President, Public Affairs and Institutional Advancement  
Mr. Pankaj Bajaj, Director, Effectiveness Services  
Dr. Susan Mills, Associate Professor, Mathematics  
Ms. Patricia Bufalino, Vice President, Academic Senate  
Ms. Virginia McKee-Leone, President, Academic Senate  
Mr. Tom Wagner, Vice President, Academic Senate

Guests Present

Mr. Tom Johnson, Advisor to the President  
Ms. Marcia McQuern, Consultant

Ms. Deborah Tompsett-Makin, Instructor, Political Science, led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Dr. Rotella reviewed the agenda and expected outcomes for both evenings.

REVIEW OF AGENDA AND EXPECTED OUTCOMES

Mr. Bajaj facilitated the review of the significant finds and general trends from the 2002 report.

REVIEW OF THE McINTYRE SCAN

Dr. Mills led the facilitated review and dialog

REVIEW AND UPDATE ON

regarding the District's strategic planning.

The Board recessed at 8:30 p.m. and reconvened at 8:40 p.m.

Mr. Johnson led the review and dialog on the accreditation self-study and timeline.

The Board adjourned the meeting at 9:15 p.m., to reconvene on September 15, 2004, at 6:00 p.m., in Board Room AD122, Riverside City Campus.

RCCD 2003-2004 AND DRAFT  
STRATEGIC PLANNING  
PROCESS UPDATE, JUNE 2004  
RECESS AND RECONVENE-  
MENT

ACCREDITATION SELF-STUDY  
UPDATE AND REVIEW OF  
TIMELINE AND CRITICAL  
DATES

ADJOURNMENT

MINUTES FOR ADJOURNED SPECIAL BOARD OF TRUSTEES  
PLANNING MEETING OF SEPTEMBER 15, 2004

President Figueroa called the special planning meeting of the Board of Trustees to order at 6:29 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, President  
Dr. James Buysse, Vice President, Administration and Finance  
Dr. Linda Lacy, Interim Vice President, Student Services  
Dr. Ray Maghroori, Vice President, Academic Affairs  
Dr. Brenda Davis, Provost, Norco Campus  
Dr. Richard Tworek, Provost, Moreno Valley Campus  
Ms. Virginia MacDonald, Executive Assistant to the President/Chief of Staff  
Mr. Jim Parsons, Interim Associate Vice President, Public Affairs and Institutional Advancement  
Dr. Susan Mills, Associate Professor, Mathematics  
Ms. Patricia Bufalino, Vice President, Academic Senate  
Ms. Virginia McKee-Leone, President, Academic Senate  
Mr. Tom Wagner, Vice President, Academic Senate

Guests Present

Mr. Michael J. Bazdarich, MB Economics/Senior Economist,  
UCLA Anderson Forecast  
Ms. Marcia McQuern, Consultant

Mr. Bazdarich facilitated a review and dialog on the economic impact of the District in the region. Discussion followed.

ECONOMIC IMPACT REPORT

Ms. McQuern led the review and discussion of the audit report on administration. Discussion followed.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT: AN AUDIT  
OF ADMINISTRATION

Mr. Takano requested that the President of the Board

charge the Legislative Board Committee to begin the process of looking into Moreno Valley and Norco representation on the Board of Trustees. It was also requested that the Personnel and Labor Relations Board Committee review all of the personnel issues in the audit report, and report back to the Board.

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees adopt the following transition principles:

1. Each college should be as independent as possible consistent with the benefits of one district;
2. The leader of each college should have the authority and resources to manage that college to best serve its community;
3. The district office should be as lean as possible;
4. Collaboration among and within the district colleges should be encouraged;
5. District functions should be separated from Riverside Campus functions as soon as possible;
6. The smaller campuses must put priority on building a solid liberal arts and sciences;  
and
7. Adequate support staff must be provided for academic programs.

Motion carried. (4 ayes, 1 no [Slocum])

Comments were made by a member of the community.

The Board adjourned the meeting at 9:17 p.m.

COMMENTS FROM THE PUBLIC

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF SEPTEMBER 15, 2004

President Figueroa called the special meeting of the Board of Trustees to order at 4:33 p.m., in Staff Telemeeting Room 409, Digital Library/Learning Resource Center/Riverside City Campus.

CALL TO ORDER

Trustees Present

Mrs. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano (arrived at 4:45 p.m.)

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, President  
Ms. Virginia MacDonald, Executive Assistant to the President/Chief of Staff  
Ms. Rosella Marilao, Associate Vice President, Human Resources  
Ms. Monica Flores, Director, Diversity, Equity and Compliance/Assistant to the President

Members of the Board of Trustees, Dr. Rotella, and staff held a conference call interview with Mr. John Pickleman, representing the Academic Search Consultation Service, and held a personal interview with Ms. Elaine Turner, representing The Turner Group, whose firms were being considered to assist in the recruitment of the President of the Riverside Campus.

INTERVIEW PRESIDENTIAL  
SEARCH FIRMS

By consensus, the Board of Trustees selected the Turner Group to assist in the recruitment of the President of the Riverside Campus

The Board adjourned the meeting at 6:19 p.m.

ADJOURNMENT



MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF SEPTEMBER 16, 2004

President Figueroa called the special meeting of the Board of Trustees to order at 6:07 p.m., in Board Room AD122, Riverside City Campus.

CALL TO ORDER

Trustees Present

Ms. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano  
Ms. Gina Grace, Student Trustee

Trustees Absent

Staff Present

Dr. Salvatore G. Rotella, President  
Dr. James Buysse, Vice President, Administration and Finance  
Dr. Linda Lacy, Interim Vice President, Student Services  
Dr. Ray Maghroori, Vice President, Academic Affairs  
Dr. Brenda Davis, Provost, Norco Campus  
Dr. Richard Tworek, Provost, Moreno Valley Campus  
Ms. Virginia MacDonald, Executive Assistant to the President/Chief of Staff  
Mr. Jim Parsons, Interim Associate Vice President, Public Affairs  
Institutional Advancement  
Ms. Patricia Bufalino, Vice President, Academic Senate  
Ms. Virginia McKee-Leone, President, Academic Senate

Dr. Horace Jackson led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the regular meeting of August 10, 2004. Motion carried. (5 ayes)

MINUTES OF REGULAR MEETING OF AUGUST 10, 2004

Ms. Daley, seconded by Mr. Medina, moved to amend the agenda to consider item VIII-A. Motion carried. (5 ayes)

AMEND AGENDA

PRESIDENT’S REPORTS

Dr. Rotella introduced Ms. Wiest who expressed support for local companies working on local projects and thanked the Board for their support by adopting the resolution being presented for their approval.

“Support for Local Companies Working on Local Projects” – Ms. Candace Wiest, Chairman of the Board, Greater Riverside Chamber of Commerce

Mr. Parsons introduced the Measure C Bond

“Introduction of RCC’s

Oversight Committee Members present: Ms. Cynthia Urrutia, the student representative; Dr. Horace Jackson, at-large member; Ms. Virginia Blumenthal, business representative; and Mr. George Beloz, senior citizen representative.

Measure C Bond Oversight Committee Members” – Mr. Jim Parsons, Associate Vice President, Public Affairs and Institutional Advancement

Mr. Takano, seconded by Ms. Daley, moved that the Board of Trustees approve the contract with Elaine Turner, The Turner Group, to provide assistance in the recruitment of a President for the Riverside City Campus. Motion carried. (5 ayes)

Proposed Contract with Elaine Turner, The Turner Group, or John Pickleman, Academic Search Consultation Service

Item II-C was withdrawn from the agenda for consideration, to be presented to the Board at the October 19, 1994 regular Board meeting.

Riverside School for the Arts Design Selection

Mr. Takano, seconded by Ms. Slocum, moved that the Board of Trustees approve awarding the rank of Professor Emerita (Posthumously) to Dr. Pouran Eslamidoust, Associate Professor, Sociology; Professor Emeritus (Posthumously) to Dr. James Mehegan, Associate Professor, Geology; and Professor Emeritus to Mr. Kenneth Shabell, Associate Professor, Mathematics. Motion carried. (5 ayes)

Rank of Emeritus Awards

Dr. Rotella withdrew items V-B-1, V-B-2, V-B-4, V-B-6 and V-B-7, indicating they will be brought back to the Board at the October Board meeting.

BOARD COMMITTEE REPORTS –  
PLANNING AND DEVELOPMENT

Ms. Grace, student trustee, reported on recent and planned ASRCC activities.

STUDENT REPORT

CONSENT ITEMS

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees:

Action

Approve the amended, listed academic and classified appointments, and assignment and salary adjustments, correcting item IV-A-1-b-10 to indicate with pay; (Appendix No. 7)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and

Purchase Order and Warrant

Purchase Order Additions totaling \$5,466,816.94, and District Warrant Claims totaling \$3,337,439.01; (Appendix No. 8)

Report – All District Funds

Approve amendment to employment contracts and terminations as presented; (Appendix No. 9)

Annuities

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

Out-of-State Travel

Find that the property does not exceed the total value of \$5,000, declare the listed property to be surplus, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District. (Appendix No. 6)

Surplus Property

Motion carried. (5 ayes)

#### Information

In accordance with Board Policy 1040.1, the President has accepted the resignation of Mr. Mike Churchill, Associate Professor, Physical Education, effective August 26, 2004, for retirement, Mr. Tommie Vitzelio, Project Director, Hispanic-Serving Institutions Title V Grant (Norco), effective August 31, 2004, for personal reasons, Ms. Donna Clark, Payroll Manager, effective October 31, 2004, for personal reasons, Ms. Maria Diaz Gomez, Clerk Typist (Title V), effective August 31, 2004, for personal reasons, Ms. Sharon Hill, Clerk Typist (Title V), effective August 31, 2004, for personal reasons, Ms. Robin Hughes, Secretary I (p/t, 50%), effective September 3, 2004, for personal reasons, Ms. Vonetta Mixson, Secretary III, effective August 24, 2004, for personal reasons, Ms. Kacy Norlin, Student Services Technician, effective September 2, 2004, for personal reasons, Ms. Patricia Platner, Accounts Payable Specialist, effective August 30, 2004, for retirement, Ms. Michelle Ramirez, Student Financial Services Support Specialist (p/t, 47.5%) effective August 19, 2004, for personal reasons, and Mr. Michael

Separations

Sullivan, Culinary Assistant/Clerk, effective August 13, 2004, for personal reasons.

## BOARD COMMITTEE REPORTS

### Academic Affairs and Student Services

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees ratify the services agreement with Altek Advertising Agency for marketing services for \$15,000 from July 1, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Services Agreement – Altek Advertising Agency

Mr. Medina, seconded by Ms. Daley, moved that the Board of Trustees approve the consultant agreement with Network International Exports, Inc. from October 1, 2004 through September 30, 2005, for up to \$57,500 (\$52,000 in services and \$5,500 for travel), and authorize the Vice President, Administration and Finance, Dr. James L. Buysse, to sign the agreement. Motion carried. (5 ayes)

Consultant Agreement with Network International Exports, Inc.

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

Approve the agreement with Sarah Burnett to provide a workshop on “Identifying Sensory Integration Problems” on February 17, 2005, at the Temple Beth El Social Hall in Riverside, California, in an amount not to exceed \$200, and authorize the Vice President, Administration and Finance, to sign the agreement;

Agreement with Sarah Burnett

Approve the agreement with Angela Calloway to provide a workshop on “How to Handle Stress-Related Challenging

Agreement with Angela Calloway

Behaviors” on April 25, 2005, at the Temple Beth El Social Hall in Riverside, California, in an amount not to exceed \$200, and authorize the Vice President, Administration and Finance, to sign the agreement.

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees:

Approve the agreement between Sanford Systems, Inc. for assistance in the evaluation and training of both projects from September 20, 2004 to September 1, 2005, for an amount not to exceed \$5,500, and authorize the Vice President, Administration and Finance, to sign the contract;

Agreement – Sanford Systems  
Evaluation

Approve the agreement with Richard Hishmeh and Jason S. Spangler for their assistance and participation in the English Articulation Project from September 20, 2004 to September 1, 2005, for an amount not to exceed \$1,000 each (total of \$2,000), and authorize the Vice President, Administration and Finance, to sign the contract.

Agreement – English  
Articulation Project, Richard  
Hishmeh and Jason S. Spangler

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees:

Approve the contract between Riverside Community College District and Richard Gray, and authorize Vice President, Administration and Finance, to sign the contract for one (1) choreographic work of approximately eight (8) minutes for performances of the RCC Ballet Ensemble/Intersect Dance Theatre during the 2004-2005 school year. The term of the agreement is October 17, 2004 to June 1, 2005, and includes the creation of choreography, for a total of \$700;

Contract with Richard Gray

Ratify the service contract between Riverside Community College District and Allen Everman, and authorize the Vice President, Administration and Finance, to sign the contract for the service fees for "Night Music" and "Fiddler." The term of the agreement is August 1, 2004 through October 3, 2004, and January 30, 2005 through February 20, 2005, and includes nine to eleven performances (based on number of student matinee performances) and service fees of \$4,500 per production;

Contractor Agreement with  
Allen Everman

Approve the service contract between Riverside Community College District and American Musical Theatre of San Jose, and authorize the Vice President, Administration and Finance, to sign the contract for the rental fee associated with "Night Music." The term of this contract will be August 2004 through October 3, 2004, and includes nine to eleven performances to be held between September 17-October 3, 2004 for a fee of \$5,838 for the entire production;

Agreement with American  
Musical Theatre of San Jose

Approve the service contract between Riverside Community College District and California Theatre Center, and authorize the Vice President, Administration and Finance, to sign the contract for the professional production service fee for "Sleeping Beauty." The term of the agreement is for five performances to be held in May 2005 for a production fee of \$7,500 for the entire run of performances;

Agreement with California  
Theatre Center

Approve the service contract between Riverside Community College District and Don LeMaster, and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for "Grease," "Fantastics" and "Forum." The term of the contract will be October through November 2004, and March through June 2005, and includes nine to eleven

Contractor Agreement with  
Don LeMaster

performances (based on number of student matinee performances), and service fees of \$5,500 for "Grease" and "Fantastics," \$4,500 for "Forum;"

Ratify the service contract between Riverside Community College District and Gary Krinke, and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for "Forum." The term of this agreement will be May 1, 2005 through June 3, 2005, and includes nine to eleven performances (based on number of student matinee performances) and a service fee of \$4,000 for the entire production;

Contractor Agreement with Gary Krinke

Ratify the service contract between Riverside Community College District and Jeff Weeks, and authorize the Vice President, Administration and Finance, to sign the contract for the service fees for "Night Music" and "Forum." The term of the agreement is August 2004 through October 2004, and May 2005 through June 2005 for nine to eleven performances (based on student matinee performances), and service fees of \$1,800 for "Night Music" and \$2,000 for "Forum;"

Contractor Agreement with Jeff Weeks

Approve the service contract between Riverside Community College District and John Vaughan, and authorize the Vice President, Administration and Finance, to sign the contract for the service fees for "Grease" and "Forum." The term of the agreement is October 2004 through November 2004 and May 2005 through June 2005, and includes nine to eleven performances (based on student matinee performances) and service fees of \$7,000 for "Grease" and \$4,000 for "Forum;"

Contractor Agreement with John Vaughan

Ratify the service contract between Riverside Community College District and Sharell Martin, and authorize the Vice President,

Contractor Agreement with Sharell Martin

Administration and Finance, to sign the contract for the service/rental fee for 2004-2005 Performance Riverside Civic Light Opera Season. The term of the agreement is August 2004 through June 2005, and includes nine to eleven performances per production (based on number of student matinee performances) for a service fee of \$1,800 and rental fee of \$1,000 per production;

Contractor Agreement with  
Steven Young

Approve the service contract between Riverside Community College District and Steven Young, and authorize the Vice President, Administration and Finance, to sign the contract for the Performance Riverside 2004-2005 Civic Light Opera Season. The term of the agreement will be September 2004 through June 2005 and includes nine to eleven performances per production (based on number of youth outreach performances), and includes a service fee of \$1,500 per production;

Contractor Agreement with  
Lee Martino

Ratify the service contract between Riverside Community College District and Lee Martino, and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for "Night Music" and "Fantasticks." The term of the agreement is August 2004 through October 2004, and March 2005 through April 2005, and includes nine or eleven performances (based on number of student matinee performances), and a service fee of \$3,500 per production;

Contractor Agreement with  
Michael Charles

Approve the service contract between Riverside Community College District and Michael Charles, and authorize the Vice President, Administration and Finance, to sign the agreement for the service of "Concessionaire." The term of the agreement is September 2004 through June 2005, and includes products to be provided as a courtesy to patrons of the Performance Riverside for the Civic Light Opera, Big Band, and Family Series. Concessionaire



shall be entitled to retain all revenue generated from the sale of non-alcoholic beverages, food and other products for providing this service. No other fees are applicable;

Approve the contract between Riverside Community College District and Irene Ko, and authorize the Vice President, Administration and Finance, to sign the contract for one (1) choreographic work of approximately eight (8) minutes for performances of the RCC Ballet Ensemble/Intersect Dance Theatre during the 2004-2005 school year. The term of the agreement is October 17, 2004 to October 23, 2004 and includes the creation of choreography, for a total of \$700;

Contract with Irene Ko

Approve the service contract between Riverside Community College District and Tears of Joy Theatre, and authorize the Vice President, Administration and Finance, to sign the contract for the professional production service fee of \$6,000 for "Anansi the Spider." The term of the agreement is for a total of five productions scheduled in February 2005. A deposit of \$1,500 is due upon signing of agreement;

Contractor Agreement with Tears of Joy Theatre

Approve the production contract between Riverside Community College District and Music Theatre International, and authorize the Vice President, Administration and Finance, to sign the contract for the royalty, rental and security fees for "The Last Five Years." The term of this contract will be April 1, 2005 through April 10, 2005 and includes six (6) performances at \$95 each, plus a rental fee for materials at \$400, a \$400 refundable security fee and \$106.18 in tax for a total of \$1,476.18.

Production Contract with Music Theatre International

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum,

moved that the Board of Trustees:

Approve this new agreement with the City of West Covina to supply externship opportunities at the West Covina Fire Department from September 15, 2004 through July 31, 2006, and authorize the Vice President, Administration and Finance, or designee, to sign the agreement. This agreement has no financial impact to the District;

Agreement with the City of West Covina, West Covina Fire Department for Emergency Medical Services Student Training

Approve this new agreement with the City of Ontario to supply externship opportunities at the Ontario Fire Department beginning September 15, 2004 through July 31, 2006, and authorize the Vice President, Administration and Finance, or designee, to sign the agreement. This agreement has no financial impact to the District.

Agreement with the City of Ontario, Ontario Fire Department for Emergency Medical Services Student Training

Motion carried. (5 ayes)

Mr. Medina, seconded by Mr. Takano, moved that the Board of Trustees approve the consultant agreement between Riverside Community College District and Laura Gilpin for the preparation and delivery of a four-hour workshop on September 24, 2004, and the related expenses not to exceed \$800, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Consultant Agreement with Laura Gilpin

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the First Amendment to Agreement with the County of Riverside, on behalf of the Sheriff's Department, and authorize the Vice President, Administration and Finance, or designee, to sign the Amendment to Agreement. The revised term of the Agreement is July 1, 2003 to June 30, 2008. Invoices from July 1, 2003 to December 16, 2003 in the amount of \$3,427 will be paid. This First Amendment will replace the

First Amendment to Agreement for Administration of Justice Training Services – County of Riverside, on behalf of the Sheriff's Department and Riverside Community College District

May 19, 2004 amendment. Motion carried.  
(5 ayes)

Mr. Medina, seconded by Ms. Slocum,  
moved that the Board of Trustees:

Approve the contract between Riverside Community College District and Sue Williams, and authorize the Vice President, Administration and Finance, to sign the contract for costume design, execution and labor for RCC Dance productions of Kinetic Conversations and Celebrate Dance. The term of the agreement is October 1, 2004 through June 1, 2005, and includes costume design, execution, and labor, for a total of \$4,000 payable on December 15, 2004 and June 15, 2005;

Contract with Sue Williams

Approve the contract between Riverside Community College District and Damien Diaz, and authorize the Vice President, Administration and Finance, to sign the contract for one (1) choreographic work of approximately thirteen (13) minutes for performances of the RCC Ballet Ensemble/Intersect Dance Theatre during the 2004-2005 school year. The term of the agreement is October 17, 2004 to October 23, 2004, and includes the creation of choreography, for a total of \$1,100.

Contract with Damien Diaz

Motion carried. (5 ayes)

Mr. Medina, seconded by Ms. Slocum,  
moved that the Board of Trustees approve the service contract between Riverside Community College District and Onstage Musicals (Richard Stover), and authorize the Vice President, Administration and Finance, to sign the contract for the service fee for three (3) "Big Band" productions. The term of the agreement includes three performances to be held on October 24, 2004, December 19, 2004 and March 20, 2005, and services fees of \$8,000 each for the

Agreement with Onstage  
Musicals (Richard Stover)

October 24 and December 19 performances, and \$9,000 for the March 20, 2005 performance. Motion carried.

Dr. Buysse withdrew V-B-1, V-B-2, V-B-4, V-B-6, and V-B-7 from consideration until a later date.

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the California Environmental Quality Act (CEQA) Study and Staff Report for the Riverside Campus Physical Education/Complex-Phase I (Track and Field) Project, and authorize the Associate Vice President, Facilities, to file a “Negative Declaration” and DeMinimus Impact Finding with the Riverside County Clerk’s Office within five days. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the California Environmental Quality Act (CEQA) Study Staff Report for the Riverside Campus Relocatable Swing Space Project, and authorize the Associate Vice President, Facilities, to file a “Notice of Exemption” with the Riverside County Clerk. Motion carried. (5 ayes)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve Change Order No. 1 for the Martin Luther King High- Tech Center, for an increase of \$65,586, bringing the total contract cost to \$4,280,586, and authorize the Vice President,

## Planning and Development

P1 Parking Structure Project, Riverside Campus Physical Education Complex – Phase I (Track and Field) Project, Relocatable Swing Space for Quadrangle Modernization Project, Recommended Additions to Quadrangle Modernization Project, and Martin Luther King High-Tech Center Roof Replacement

California Environmental Quality Act (CEQA) Study for Riverside Campus Physical Education Complex- Phase I (Track and Field) Project

California Environmental Quality Act (CEQA) Documents for the Relocatable Swing Space Project

Change Order No. 1 – Martin Luther King High-Tech Center

Administration and Finance, to sign the Change Order. Motion carried. (5 ayes)

Ms. Slocum, seconded by Mr. Takano, moved that the Board of Trustees approve the amendment and extension to the Electrical Service Agreement with the City of Riverside Public Utilities, for a 5% increase to .0952 cents per kilowatt hour effective September, 2004, and authorize the Vice President, Administration and Finance, to sign the Agreement. Motion carried. (5 ayes)

Amendment to Electrical Service Agreement – City of Riverside Public Utilities

Ms. Slocum, seconded by Mr. Medina, moved that the Board of Trustees approve the agreement with Allan Petersen, to provide consulting services and assist with the Riverside School for the Arts conversion to a Riverside Community College District Center, in the amount not to exceed \$32,000 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement – Allan Petersen, Consultant

#### Personnel and Labor Relations

Mr. Medina, seconded by Ms. Slocum, moved that the Board of Trustees approve the revision of the Assignment of Classes to Salary Ranges for Classified Employees (Board Regulation 4041/3041). Motion carried. (5 ayes)

Revision of the Assignment of Classes to Salary Ranges for Classified Employees (Board Regulation 4041/3041)

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve the college closure from December 24, 2004 – December 31, 2004. Motion carried. (5 ayes)

College Closure –  
December 24, 2004 –  
December 31, 2004

Item V-C-3 was withdrawn from consideration.

Updated Policy 6200 – Non-Discrimination in Programs and Activities

#### Finance and Audit

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees rescind 1) the September 7, 2004 availability date for public inspection of the 2004-2005 Budget and 2) the September 14, 2004 date for the Public Hearing and Adoption of the 2004-2005 Budget, and announce that: 1) the proposed 2004-2005 Budget will be available for public inspection beginning October 12, 2004, at the Office of the Vice President, Administration and Finance, 2) the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 19, 2004, to be followed by the adoption of the 2004-2005 Budget, and authorize the College President to sign a notice relative to these dates. Motion carried. (5 ayes)

Rescission of Approved Dates for the 2004-2005 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates

Ms. Daley, seconded by Mr. Takano, moved that the Board of Trustees accept Policy and Regulations 7080, Budget Development-Fund Balance Target, for second reading and adoption. Motion carried. (5 ayes)

Budget Development – Fund Balance Target – Proposed Board Policy 7080

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees accept the Norco Early Childhood Education Center 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. Motion carried (5 ayes)

Notice of Completion – Norco Early Childhood Education Center

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees approve various maintenance agreement renewals between the District and several vendors as listed, and authorize the Vice President, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Maintenance Agreement Renewals

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees approve the contract between the District and the Chancellor of the California Community

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

Colleges for participation in the Chancellor's Office Tax Offset Program (COTOP), for the term October 1, 2004 through December 30, 2005, and authorize the Vice President, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

Ms. Daley, seconded by Ms. Slocum, moved that the Board of Trustees adopt Resolution No. 3-04/05 which establishes the 2004-2005 Gann Limit for the Riverside Community College District at \$118,761,580. Motion carried. (5 ayes)

The Board received for information the CCFS-311Q – Quarterly Financial Status Report for the quarter ended June 30, 2004.

Mr. Takano, seconded by Ms. Daley, moved that the Board of Trustees approve the agreement with The Center for Community Opinion, and authorize the Vice President, Administration and Finance, to sign it. The total cost of the agreement is \$2,500. Motion carried. (4 ayes, 1 no [Slocum])

The Board received for information the minutes from the August 2, 2004 Academic Affairs and Student Services Committee, and Planning and Development Committee, and the August 3, 2004 Finance and Audit Committee and Legislative Committee meetings.

Ms. McKee-Leone presented the report from the Academic Senate.

Ms. Slocum, seconded by Ms. Daley, moved that the Board of Trustees approve Resolution No. 2-04/05 to support interested and qualified local companies being hired on local projects and encourage local firms to

Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 3-04/05

CCFS-311 – Quarterly Financial Status Report for the Quarter Ended June 30, 2004

#### Legislative

Agreement between the Riverside Community College District and The Center for Community Opinion

Board of Trustees Committee Meeting Minutes

#### ACADEMIC SENATE REPORT

#### BUSINESS FROM BOARD MEMBERS

Support for Local Companies Working on Local Projects – Resolution No. 2-04/05

actively submit bids and proposals for construction projects on Riverside Community College District Campuses. Motion carried. (5 ayes)

A comment was made by a member of the community.

The Board adjourned the meeting at 7:58 p.m.

COMMENT FROM THE PUBLIC

ADJOURNMENT



MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF SEPTEMBER 28, 2004

President Figueroa called the special meeting of the Board of Trustees to order at 6:00 p.m., in Staff Telemeeting Room 409, Digital Library/Learning Resource Center/Riverside City Campus.

CALL TO ORDER

Trustees Present

Mrs. Kathleen Daley  
Ms. Mary Figueroa  
Mr. Jose Medina  
Ms. Grace Slocum  
Mr. Mark Takano

Trustees Absent

Ms. Gina Grace, Student Trustee

Staff Present

Dr. Salvatore G. Rotella, President  
Ms. Virginia MacDonald, Executive Assistant to the President/Chief of Staff

The Board adjourned to closed session at 6:02 p.m., pursuant to Government Code Section 54956.8, conference with real property negotiator Dave Saunders, Attorney, Clayson, Mann, Yaeger and Hansen, regarding property located at 3801 Market Street and 3892 University Avenue, Riverside.

CLOSED SESSION

The Board reconvened to open session and adjourned the meeting at 6:45 p.m., announcing no action taken.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-a

Date: October 19, 2004

Subject: Academic Personnel

1. Appointments

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

It is recommended that the following appointments be approved:

a. Management

<u>Name</u>	<u>Effective Position</u>	<u>Salary Date</u>	<u>Placement</u>
Estella Gutierrez-Zamano	Project Director, Developing Hispanic-Serving Institutions Title V Grant (Moreno Valley Campus)	11/18/04	13.0

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Kaneesha Miller	Coordinator, Student Activities (Norco)	11/01/04	E-5

c. Extra-Curricular Assignments, Academic Year 2004-05

<u>Name</u>	<u>Activity</u>
Douglas Finrock	Assistant Water Polo Coach

d. Department Chair Assignments, Academic Year 2004-05

<u>Campus</u>	<u>Incumbent</u>	<u>Stipend %</u>
<u>Moreno Valley Campus</u>		
Health, Human and Public Services Department		
Assistant Chair	James Banks (replacing Doris Mawn)	0
<u>Norco Campus</u>		
Mathematics and Sciences Department		
Chair	Robert Prior	100
Assistant Chair	Joe Eckstein	0
Assistant Chair	Andy Robles	0
<u>Riverside Campus</u>		
Life Sciences Department		
Chair	Terry Shaw	50
Assistant Chair	John Rosario	50
Mathematics Department	Rogelio Ruiz (replacing Susan Mills)	50

Subject: Academic Personnel

1. Appointments – cont.

- e. Coordinator Assignment, Academic Year 2004-05

<u>Name</u>	<u>Activity</u>
Kaneesha Miller	Student Activities (Norco)

- f. Long-Term, Temporary Substitute, Fall Semester 2004

Ms. Cheryl Willie, Cosmetology Instructor, with placement at B-6 of the Faculty Hourly Salary Schedule, to substitute in the absence of Ms. Barbara Mariscal during the fall semester 2004.

- g. Overload Assignments, Fall Semester 2004

The individuals specified on the attached list.

- h. Part-Time Faculty, Hourly Assignments, Fall Semester 2004

The individuals specified on the attached list.

- i. Child Development Center, Hourly Employees, Fall Semester 2004

The individuals specified on the attached list.

- j. Overload Assignments, Summer Intersession 2004

<u>Name</u>	<u>Subject</u>
David Payan	Counseling
Paula Stafford	Physician Assistant

- k. Part-Time Faculty, Hourly Assignments, Summer Intersession 2004

The individuals specified on the attached list.

- l. Child Development Center, Hourly Employees, Summer Intersession 2004

<u>Name</u>	<u>Position</u>
Zana Kleveno	Early Childhood Master Teacher, Hourly
Wendy Murphy	Early Childhood Master Teacher, Hourly
Christina Rivera	Early Childhood Master Teacher, Hourly
Rebecca Rodriguez	Preschool Associate Teacher, Hourly
Carmen Tyrrel	Early Childhood Master Teacher, Hourly
Brenda Vinson	Preschool Associate Teacher, Hourly
Sandra Weaver	Early Childhood Master Teacher, Hourly
Emily Winsell	Early Childhood Master Teacher, Hourly

Report No.: IV-A-1-a

Date: October 19, 2004

Subject: Academic Personnel

1. Appointments – cont.

m. Part-Time Faculty, Hourly Assignments, Spring Semester 2004

<u>Name</u>	<u>Subject</u>
Deborah Oliva	Administration of Justice
Dave Williams	Physician Assistant

n. Special Assignments

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

2. Salary Reclassification

Board Policy 3080 establishes the procedure for professional growth and salary reclassification, and the following employees have fulfilled the requirements of this policy;

It is recommended the Board of Trustees grant salary reclassification to the following individuals, effective November 1, 2004:

<u>Name</u>	<u>From Column:</u>	<u>To Column:</u>
Kenneth Cramm	D	E
Diane Solorzano	D	E

3. Salary Placement Adjustment

It is recommended the Board of Trustees approve the adjustment of salary placement for Stacey Cerwin-Bates, Reading Instructor, from Column C to Column D for the 2002-03, 2003-04, and 2004-05 academic years to correct initial placement in accordance with the Faculty Salary Schedule.

4. Separations

Board Policy 1040.1 authorizes the President to officially accept the resignation of an employee; and the President has accepted the following resignations.

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

<u>Name</u>	<u>Title</u>	<u>Last Day of Employment</u>	<u>Reason</u>
Roger Duffer	Associate Professor, Music	12/30/04	Retirement
Wilhelmina Hathaway	Professor, Chemistry	12/31/04	Retirement
Robert Schermerhorn	Associate Dean, Physical Education and Athletics	12/31/04	Retirement

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
HUMAN RESOURCES

Report No.: IV-A-1-b

Date: October 19, 2004

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 1040, the President recommends approval of the following appointments:

a. District

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Isabel Alanis	Educational Advisor/Matriculation (part-time, 47.5%)	10/20/04	18-1	Appointment
Enrique Castañeda	Groundsperson	10/21/04	14-1	Appointment
Francisco Castro	Capital Asset Inventory Technician	10/25/04	15-1	Appointment
Benny Effendi	Maintenance Mechanic/Equipment Repair	10/20/04	20-1	Appointment
Mary Gallardo	Instructional Department Specialist (Fire Technology/PSET)	10/20/04	17-5	Promotion
Tania Graham	Clerk Typist/Health Services	10/20/04	13-1	Appointment
Melissa Griffith	Purchasing Clerk	10/20/04	16-1	Appointment
Octavio Rojas Jr.	Officer, Safety & Police (part-time, 60%)	10/20/04	17-1	Appointment
Hetal Shah	Human Resources Specialist II	11/01/04	10-4	Promotion (Confidential)
Stacey Turner	Student Financial Services Specialist	10/20/04	18-5	Voluntary Reassignment
Scott Zwart	Maintenance Manager	10/20/04	12.0	Promotion (Supervisor)

b. Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
Diann Low	Clerk Typist – Title V (part-time, 50%)	10/20/04	13-1	Appointment
Jeffrey Williamson	Interim Statewide Director, Center For International Trade Development	10/20/04	18.0	Interim (Management) Appointment

Subject: Classified Personnel

1. Appointments – Continued

c. Short Term

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

d. Temporary As Needed Student Workers

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

e. Community Education Program – Fall Semester 2004

The following Professional Expert Presenters will present a Community Education program:

<u>Expert/Presenter</u>	<u>Program (Class)</u>	<u>Start Date</u>	<u>End Date</u>
Judith McKindley	EMT Training	09/01/04	12/31/04
Lori Parker	Dance	09/01/04	12/31/04
Kellie Wells	EMT Training	09/01/04	12/31/04

f. Special Project

Payment to be approved for the following individual in the amount indicated for his participation in a special project:

- Employer Needs Assessment – VTEA Mini Project (Sept. 15, 2004 – Dec. 18, 2004)
- Michael Wright – Total amount not to exceed \$1,400

2. Reorganization of Classified Management Position

As a result of changes in the level of responsibilities for the position indicated, a change in classification is recommended. This is the last phase of the reorganization in Administration and Finance;

It is recommended the Board of Trustees approve the reorganization and related title and salary adjustments, effective October 20, 2004:

<u>Incumbent</u>	<u>Current Title and Salary</u>	<u>Proposed New Title and Salary</u>
Edward Godwin	Risk Manager Range: 16.4 (Management)	Director, Administrative Services Range: 19.0 (Management)

Subject: Classified Personnel

3. Professional Growth

In accordance with the Professional Growth Policy (CSEA Agreement, Exhibit A) a professional achievement step of \$35 is to be paid monthly to an employee who has completed 12 semester units of approved course work and \$40 is to be paid to an employee who has completed 12 semester units of approved job related course work, for a maximum of seven achievement steps to be earned by each employee, upon the recommendation of the Professional Growth Committee;

It is recommended the Board of Trustees approve a professional growth achievement step for the following classified employees, effective November 1, 2004:

<u>Name</u>	<u>Title</u>	<u>Step</u>
Brian Brautigam	Alternate Media Specialist	2@\$40
Michelle Dassow	Student Services Technician	3@\$35 & 4@\$35
Maria Elena Diaz	Instructional Department Specialist	2@\$35
David Dieckmeyer	Instructional Support Specialist	2@\$40
Melissa Elwood	Accounts Payable Clerk	1@\$35
Daniela Grecu	Outreach Specialist	3@\$40
Stacy Parsons	Clerk Typist (part-time, 57.5%)	1@\$35
Christy Pollard	Student Services Technician	2@\$35 & 3@\$35

4. Correction to Professional Growth Step

At its meeting of August 10, 2004, Ms. Cynthia Taylor’s request for Professional Growth was approved at Step 4, \$40;

It is recommended the Board of Trustees approve the correction from Step 4@\$40 to Step 2, \$40, retroactive to September 1, 2004.

5. Permanent Increase in Workload

At its meeting of August 10, 2004, the Board of Trustees approved Ms. Claudia Castro’s request for a temporary reduced workload from 100% to 75%, effective September 1, 2004 through June 30, 2005. Ms. Castro has requested that her workload be adjusted back to 100%. The area Vice President supports her request;

It is recommended the Board of Trustees approve/ratify Ms. Castro’s request to return to her regular workload from 75% to 100%, retroactive to September 13, 2004.

Subject: Classified Personnel

6. Temporary Reduced Workload for Classified Bargaining Unit Employee

Ms. Howaida Al-Ali, has requested a temporary reduced workload, and this request has the support of the Dean of Instruction (Moreno Valley Campus);

It is recommended the Board of Trustees approve a temporary reduced workload for Ms. Al-Ali from 100% to 75%, retroactive to September 20, 2004 until further notice.

7. Request to Adjust Military Leave

At its meeting of September 16, 2004, the Board of Trustees approved a leave for military reserve duty for Mr. Anthony Rizo, effective August 25, 2004 through September 10, 2004 (a total of 12 working days);

It is recommended the Board of Trustees approve the correct period of military leave August 25, 2004 and September 10, 2004 (a total of 2 working days) for Mr. Rizo.

8. Request for an Extension of Leave Without Pay

At its meeting of May 19, 2004, the Board of Trustees approved a request for leave without pay for Mr. Anthony Puzzuto from April 12, 2004 to August 13, 2004;

It is recommended the Board of Trustees approve/ratify an extension to Mr. Puzzuto's leave without pay from April 12, 2004 through September 28, 2004.

9. Administrative Leave With Pay for Classified Bargaining Unit Employee

It is recommended the Board of Trustees approve/ratify an administrative leave with pay for Steven Perez, Custodian, retroactive to August 17, 2004 through October 31, 2004.

10. Request for Leave Under the Federal Family and Medical Leave Act of 1993

It is recommended the Board of Trustees approve/ratify a request for leave under the Federal Family and Medical Leave Act of 1993, not to exceed the maximum allotment of 12 weeks (480 hours), for Jennifer Reynoso, retroactive to September 9, 2004.



Report No.: IV-A-1-b

Date: October 19, 2004

Subject: Classified Personnel

11. Request to Adjust Child Care Leave

At its meeting of September 16, 2004, the Board of Trustees approved a request for child care leave for Ms. Howaida Al-Ali, effective August 1, 2004;

It is recommended the Board of Trustees approve/ratify a request to adjust child care leave for classified employee Ms. Al-Ali, retroactive to July 26, 2004.

12. Separations

In accordance with Board Policy 1040.1, the President has accepted the resignations of the individuals listed below:

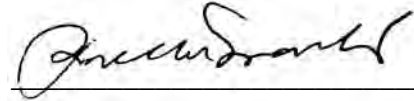
<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Armando DeLaCruz	Custodial Manager	10/22/04	Career Advancement
Steven Perez	Custodian	10/31/04	Personal
Terri Torres	Asst Equipment Manager/Trainer	08/15/04	Personal

Report No.: IV-A-1

Date: October 19, 2004

Subject: Classified Personnel

Submitted by:



---

Rosella Q. Marilao  
Associate Vice President, Human Resources

Transmitted to the Board by:

---

Salvatore G. Rotella  
President

Concurred by:

---

Ray Maghroori  
Vice President, Academic Affairs

---

James L. Buysse  
Vice President, Administration and Finance

---

Linda Lacy  
Interim Vice President, Student Services

---

Brenda Davis  
Provost, Norco Campus

---

Richard Tworek  
Provost, Moreno Valley Campus

Name	Subject
Allen, Thomas	English
Armstrong, Sally	Humanities
Aycock, Gregory	Counseling
Bhattacharya, Debadarshi	Astronomy
Brewster, Steven	Library Services
Brockenbrough, Celia	Library Services
Cerwin-Bates, Stacey	Reading
Chung, Elisa	Mathematics
Cryder, Michael	Anatomy and Physiology
Dieckmeyer, Diane	Student Activities
Douglass, Kelly	English
Dyogi, Damianita	Nursing
Flick, Arend	English
Fontaine, Robert	Emergency Medical Services
Garcia, Hayley	Library Services
Gibbs, Travis	Psychology
Huang, Shufen	Mathematics
Mahon, Richard	Humanities
Marfai, Frank	Mathematics
Miter, Carol	English
Moody, David	Mathematics
Moore, Paul	Library Services
Pavlis, Bonnie	English
Pena, Larry	Counseling
Ramos, Rosa	Counseling
Stafford, Paula	Medical Assisting
Stoabs, Carla	English
Tenpas, Cynthia	Library Services
Thetford, Teresa	Medical Assisting
Townsell, Jeffie	Counseling
Urquizu, Linda	Library Services
Webster, Diana	Office Administration
Whelchel, Pamela	Mathematics
Wylldestar, Cornelia	Telecommunications
Yglecias, Elizabeth	Counseling

NAME	SUBJECT
Alaniz, Manuel	Counseling
Avila, Alex	Psychology
Barlett, Ryan	English
Betten, Randal	Athletics Sub
Biehl, John	Biology
Blumenthal, Marla	Accounting
Booth, Thomas	Emergency Medical Services
Brown, Mary	Nursing
Brown, Marsha	Cosmetology
Canizales, Michael	Administration of Justice
Chasin, Richard	Music
Chilson, Aarika	English
Christensen, Gary	Theater
Corridan, Kevin	Physical Education
Culley Jr., John	Art
DeLoera-Mull, Ana	Spanish
Dominguez, Robert	Music
Edmundson, Larry	English
Erdle, Harvey	Physical Education
Estes, Nancy	Music
Gant, Gilda	Dance
Garibay, Clara	Medical Assisting
Garrett, Susan	Art
Giglio, Kathleen	sub in Cosmetology
Greco, Elizabeth	Counseling
Hamilton, Teresa	Nursing
Herreman, Guy	Business
Hewitt, Edwin	Graphics Tech
Johnson, James	Administration of Justice
Keen, Phillip	Music
Klintworth, Paul	Music
Kretz, Cheryl	Early Childhood Studies
Leon, Ralph	Mathematics
Lindner, Harold	Construction
Loflin, Brian	Photography
Manners, Tyler	English
Mawn, Doris	Medical Assisting
MacGregor, Michael	Fire Technology
McPherson, Ronald	Computer Information Systems
McBean, Mary	Nursing
Miller, Kaneesha	Student Activities

NAME	SUBJECT
Niemi, Trenton	Anatomy
Parker, Latonya	Counseling
Pemberton, Geoffrey	Fire Technology
Perrin, Elizabeth	Philosophy
Rawlings, Phillip	Emergency Medical Technician
Reed, Stephen	History
Richardson, David	Counseling
Rivers Senghor, Diana	English as a Second Language
Scarborough, Wendel	Computer Information System
Schmidt, Steven	Music
Shepherd, Helen	English
Shinn, Brenda	Law Enforcement
Sotodemayor, Stephen	Physician Assistant
Solorzano, Cesar	Spanish
Somasundaram, Sivajah	Mathematics
Stamp, John	English
Stover, Jeffrey	Music
Vasquez, Laura	English
Vitzelio, Tommie	History
Vliek, Pamela	Music
Yount, Michael	Emergency Medical Services
Wardak, Mohammad	Mathematics
Warren, Charles	Music
Wickremesinghe, Manoj	Counseling
Zagala-Nevarez, Kathryn	Physician Assistant

<u>NAME</u>	<u>SUBJECT</u>
Beltran, Lisa	Early Childhood Master Teacher, Hourly
Bijani, Shirley	Early Childhood Master Teacher, Hourly
Carrol, Ashontis	Preschool Associate Teacher, Hourly
Hays, Denise	Preschool Associate Teacher, Hourly
Helm, Susan	Preschool Associate Teacher, Hourly
Heredia, Christina	Early Childhood Master Teacher, Hourly
Hunter Glover, Regina	Preschool Teacher, Hourly
Martinez, Linda	Early Childhood Master Teacher, Hourly
Olivas, Lolita	Early Childhood Master Teacher, Hourly
Rivera, Christina	Early Childhood Master Teacher, Hourly
Rodriguez, Rebecca	Preschool Associate Teacher, Hourly
Tyrrel, Carmen	Early Childhood Master Teacher, Hourly
Weaver, Sandra	Early Childhood Master Teacher, Hourly
Winsell, Emily	Early Childhood Master Teacher, Hourly
Banuelos, Aurora	Substitute Preschool Associate Teacher
Rangel, Antoinette	Substitute Early Childhood Master Teacher

NAME	SUBJECT
Alexander, Sharon	Nursing Substitute
Beal, Laura	MV Athletics Sub
Behr, Richard	Administration of Justice
Blomdahl, Bruce	Administration of Justice
Canizales, Michael	Administration of Justice
Christensen Jr., William	MV Computer Information Systems
Cook, Cecil	Applied Tech Sub
Eaton, Kimberly	Telecommunications
Gall, Nancy	Photography/Graphics
Grzeskowiak, Peter	Fire Technology
Hale, Tom	Counseling
Harvey, Lester	Administration of Justice
Kessler, Rebecca	Cosmetology
Mullins, Brian	Emergency Medical Services
Ogunwole, John	Health & Human Services
Paasch, Laura	Microbiology
Parker, LaTonya	Counseling
Pattison, Anne	Counseling
Perez, Leonardo	Health & Human Services
Pope, Laura	Cosmetology
Price, Patrick	Health & Human Services
Pritchard, Randy	Emergency Medical Services
Rappaport, Robert	Health & Human Services
Rawlings, Phillip	Health & Human Services
Reed, Harold	Administration of Justice
Reh, Michael	Physical Education
Reynaud, Michael	Emergency Medical Services
Richardson, David	Counseling
Richmond, Daniel	Emergency Medical Services
Riddle, Hugh	Sub in Music
Robles, Magdalena	Emergency Medical Services
Ruffner, Janet	Counseling
Sandidge, Joshua	Emergency Medical Services
Sarigiani, Lisa	English
Sell, Jeremy	English
Silva, Roger	Automotive Tech
Skaggs, Ron	Construction
Smith, Andre	Sub in Physical Education
Sotodemayor, Stephen	Health & Human Services
Souza, Jonella	Counseling
Townsend, Toby	Sub in Philosophy

NAME	SUBJECT
Tramel, Janice	Health & Human Services
Vandiver, Wesley	Administration of Justice
Vanwinkle, Dennis	Sub in Paralegal
Villasenor, Silvia	Sub in Health Science
Weber, Herbert	Sub in Automotive
Wesche, Mitchell	Emergency Medical Services
Wickremesinghe, Magoj	Counseling
Wilde, Sean	Emergency Medical Services
Williams, Dave	Health & Human Services
Wu, Elva	Emergency Medical Services
Wu, Stephen	Emergency Medical Services
Yokum, Glenn	Sub in Welding
Zmudka, Cathy	Healthcare Technology



Speech Communication Department – Norco (Summer 2004)

Screening/interviewing candidates for part-time positions. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Mark Lewis – Total amount to be paid not to exceed 4 hours

Open Campus (Fall 2004)

Stipend for use of online materials.

Glenn Hunt – Total amount to be paid not to exceed \$200

Kristina Kauffman – Total amount to be paid not to exceed \$700

Richard Mahon – Total amount to be paid not to exceed \$200

Robert Prior – Total amount to be paid not to exceed \$600

Carol Quin – Total amount to be paid not to exceed \$400

Patricia Smith – Total amount to be paid not to exceed \$200

VTEA Mini-Project (September 15 – December 18, 2004)

Employer Needs Assessment – Assist in design, implementation and evaluation of needs and attitudes of employers in Riverside area. The purpose is to gain a greater understanding of local workplace issues to improve existing vocational and technical education courses.

Monica Green – Total amount to be paid not to exceed \$2,200

Title V – Moreno Valley (October 20 – December 10, 2004)

Serve on Task Force Committee, assist in development and planning of learning communities and/or Title V improvements. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Lorraine Ogata – Total amount to be paid not to exceed \$500

Latino Educational Program (October 25, 2004 – March 20, 2005)

Coordinate and supervise the Latino Educational Program. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Clarence Romero – Total amount to be paid not to exceed \$2,215

Professional Growth Advisor Trainings (Fall 2004 – June 2005)

Provide Growth Advisor Trainings to staff and students. The workshops will include training on PGA manual, the CCD permit, CCT Commission, and performance evaluation standards. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Shari Yates – Total amount to be paid not to exceed \$3,000

Riverside School for the Arts (October 20 – December 20, 2004)

Curriculum Development Project – To participate as a choreographer and collaborator in an opera production project based on the RSA curriculum model. To document in writing aspects of the collaboration related to RSA's mission and goals. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Joanne Dierdorff – Total amount to be paid not to exceed \$2,060.80

Riverside School for the Arts (October 19 – 21, 2004)

Installation of artwork in the Riverside School for the Arts Offices and creation of narratives.

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

Karin Skiba – Total amount to be paid not to exceed \$515.20

Screening and Interviewing Committee (Summer Intersession 2004)

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

Shari Yates – Total amount to be paid not to exceed 9.5 hours

Service Learning (October 1, 2004 – September 30, 2005)

Faculty member to enhance curriculum by revising course and syllabi outlines to include Service Learning.

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

Sharon Gillins – Total amount to be paid not to exceed \$700

LaNeshia Judon – Total amount to be paid not to exceed \$700

Don Wilcoxson – Total amount to be paid not to exceed \$700

Sharon Yates – Total amount to be paid not to exceed \$700

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

Dana Dirende – Total amount to be paid not to exceed \$700

Teacher and Reading Development Partnership Grant (September 1, 2004 – June 30, 2005)

TRDP CBEST Preparation Workshop Presenter (Math/Reading/Writing)

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

Doug Bowen – Total amount to be paid not to exceed \$400

Jan Kollitz – Total amount to be paid not to exceed \$400

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

Dana Dirende – Total amount to be paid not to exceed \$400

Matthew Henes – Total amount to be paid not to exceed \$400

Intersect Dance Theatre (October 20 – November 1, 2004)

Rehearsal assistant to the Director, Intersect Dance Theater. Compensation at Group 1, Step 2 of the Faculty Hourly Salary Schedule.

Nicole Robinson – Total amount to be paid not to exceed \$800

Intersect Dance Theatre (October 20 – November 1, 2004)

Artistic Director, Intersect Dance Theater – create choreography work and advise regarding programming. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Mark Haines – Total amount to be paid not to exceed \$700

Interim Associate Dean of Athletics and Physical Education (October 20 – December 31, 2004)

Attend meeting, meet weekly with outgoing Dean. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Barry Meier – Total amount to be paid not to exceed \$1,000

Customized Training – City of Riverside (November, 2004)  
Managing Change; Compensation at Group 3, Step 3 of the Faculty Hourly Salary Schedule.  
Ron Pardee – Total amount to be paid not to exceed \$400

Gateway to College Early College High School Program, Portland, Oregon (July 20 – August 5, 2004) Replication training for Gateway to College Early College High School.  
Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.  
Billington Mbolo – Total amount to be paid not to exceed \$1,188  
Compensation at Group 1, Step 2 of the Faculty Hourly Salary Schedule.  
Ilona Takakura – Total amount to be paid not to exceed \$918.33  
Compensation at Group 1, Step 1 of the Faculty Hourly Salary Schedule.  
James Dail – Total amount to be paid not to exceed \$873.18  
Robert Anderson – Total amount to be paid not to exceed \$39.69

Carnegie Foundation’s Request for Proposals Faculty Group Writing (October 23, 2004)  
Participate in program planning and preparation of a grant application to the Carnegie Foundation for program development in pre-collegiate studies fields. Compensation at Group 1, Step 3 of the Faculty Hourly Salary Schedule.

Gregory Aycock – Total amount to be paid not to exceed \$380.16  
Melissa Bader – Total amount to be paid not to exceed \$380.16  
Timothy Brown – Total amount to be paid not to exceed \$380.16  
Michael Cluff – Total amount to be paid not to exceed \$380.16  
Sharon Gillins – Total amount to be paid not to exceed \$380.16  
Brian Johnson – Total amount to be paid not to exceed \$380.16  
Michael Montano – Total amount to be paid not to exceed \$380.16  
Kathy Nabours – Total amount to be paid not to exceed \$380.16  
James Namekata – Total amount to be paid not to exceed \$380.16  
Jason Parks – Total amount to be paid not to exceed \$380.16  
Rosa Ramos – Total amount to be paid not to exceed \$380.16  
Christine Sandoval – Total amount to be paid not to exceed \$380.16  
Mitzi Sloniger – Total amount to be paid not to exceed \$380.16  
Carla Stoabs – Total amount to be paid not to exceed \$380.16  
Pamela Whelchel – Total amount to be paid not to exceed \$380.16

Updating the RCC History (October 1, 2004 – June 30, 2005)  
Updating RCC History from 1981 through 2004-05; gather and review written documents, interview selected individuals, and write a history documenting the development of the College from a single-college multi-campus institution toward a three-college District.  
Gilbert Jimenez – Total amount to be paid not to exceed \$18,000

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Sharon Olejniczak	Clerical Substitute	09/01/04-12/31/04	17-7
Sheryl Plumley	Clerical Substitute	09/20/04-06/30/05	18-1
Barbara Williams	Clerical Substitute	09/10/04-06/30/05	16-1
Maria Williams	Clerical Substitute	09/01/04-06/30/05	13-1
Ralph Quinones	Custodian Substitute	09/01/04-06/30/05	13-1

EMPLOYED AS NEEDED

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Jeannine DeLoye	Communication Assistant	09/01/04-06/30/05	7.75/hour
Jason Sykora	Communication Assistant	09/01/04-06/30/05	7.75/hour
Harmony Baldeon	Community Service Officer	08/01/04-08/31/04	10.00/hour
Alexander Barros	Computer Operator	09/23/04-06/30/05	15.00/hour
Charles Coker	Computer Operator	09/23/04-06/30/05	15.00/hour
Patrick Clark	Food Service Assistant	09/13/04-06/30/05	9.00/hour
Rachael Fisseha	Food Service Assistant	09/01/04-06/30/05	9.00/hour
Pucciarelli-Davis, Rosemary	Food Service Assistant	09/02/04-06/30/05	9.00/hour
Letisha Ramirez	Food Service Assistant	10/01/04-06/30/05	9.00/hour
Maureen Chavez	Grant Project Educ. Trainer II	10/20/04-06/30/05	35.00/hour
Stephanie Kisch	Grant Project Technician	09/20/04-06/30/05	20.00/hour
Tom Vitzelio	Grant Facilitator	09/01/04-09/30/04	40.00/hour
Rachelle Broberg	Instructional Aide I	09/30/04-06/30/04	6.75/hour
Emily Cross	Instructional Aide I	09/01/04-06/30/05	6.75/hour
Wendell Wells	Instructional Aide I	09/20/04-03/31/05	6.75/hour
Abria Hoskins	Instructional Aide II	09/20/04-06/30/05	7.25/hour
Peter Nguyen	Instructional Aide II	09/20/04-06/30/05	7.25/hour
Daniel Schultz	Instructional Aide II	09/01/04-06/30/05	7.25/hour
Kristina Brayton	Interpreter I	09/10/04-06/30/05	11.00/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>
Yovonne Taylor	Interpreter III	09/08/04-06/30/05	18.00/hour
Jay Baker	Lab Aide II	09/20/04-06/30/05	10.00/hour
Marti Ballard	Lab Aide II	09/01/04-06/30/05	10.00/hour
Francisco Castro	Lab Aide II	09/01/04-06/30/05	10.00/hour
Larissa Diaz	Lab Aide II	09/01/04-06/10/05	10.00/hour
LaSharon Perez	Lab Aide II	09/01/04-12/18/04	10.00/hour
Brian Andrews	Office Assistant I	09/01/04-06/30/05	9.00/hour
Barbara Gambino	Office Assistant I	09/13/04-06/30/05	9.00/hour
Corice Laing	Office Assistant I	09/01/04-06/29/05	9.00/hour
Donald Murray	Office Assistant I	09/01/04-06/30/05	9.00/hour
Paul Records	Office Assistant I	08/09/04-06/30/05	9.00/hour
John Sepulveda	Office Assistant I	09/09/04-06/30/05	9.00/hour
Natalie Aceves	Office Assistant II	09/01/04-06/30/05	10.50/hour
Antoinette Rowell	Office Assistant II	09/15/04-06/30/05	10.50/hour
Brian Vazquez	Office Assistant II	09/15/04-06/30/05	10.50/hour
Kimberly Brooks	Office Assistant III	09/15/04-06/30/05	12.50/hour
Amanda Hegel	Office Assistant III	09/01/04-06/30/05	12.50/hour
Janet Shiver	Office Assistant III	08/23/04-06/30/05	12.50/hour
Courtney Callus	Office Assistant IV	09/21/04-11/30/04	14.00/hour
Kristina Six	Office Assistant IV	08/30/04-06/30/05	14.00/hour
John Thrower	Office Assistant IV	09/15/04-06/30/05	14.00/hour
Deepa Chhagan	Office Clerk	09/16/04-06/30/05	7.00/hour
Salvador Herrera	Office Clerk	09/01/04-06/30/05	7.00/hour
Katie Dietrich	Operations Clerk	10/01/04-06/30/05	7.50/hour
Lisa Beaumont	Stage Technician I	09/01/04-06/30/05	7.00/hour
Samantha Curry	Stage Technician I	09/01/04-06/30/05	7.00/hour
Penny Meisenheimer	Stage Technician I	09/01/04-06/30/05	7.00/hour
Heather Riccio	Stage Technician I	09/28/04-06/30/05	7.00/hour
Angela Munoz	Stage Technician III	09/01/04-06/30/05	8.50/hour
Spencer Bain	Student Activities Assistant	09/10/04-06/30/05	10.50/hour
Vidal Hernandez	Student Activities Assistant	09/01/04-06/30/05	10.50/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>
Aracely Lennox	Student Activities Assistant	09/25/04-06/30/05	10.50/hour
Botra Moeung	Student Activities Assistant	08/30/04-06/30/05	10.50/hour
Michael Wilson	Student Activities Assistant	09/13/04-06/30/05	10.50/hour
Mark DeAsis	Student Services Technician	09/01/04-12/24/04	15.74.hour
Jenelle Herman	Training Technician II	09/20/04-06/30/05	20.00/hour

EMPLOYED AS NEEDED  
SALARY SCHEDULE FOR EXTRA-CURRICULAR ACTIVITIES

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Stipend</u>
Leticia Argaez	Assistant Soccer Coach	08/15/04-06/30/05	\$3,014

VOLUNTEERS  
BOARD RESOLUTION 10-97/98

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>
Dan Bush	Applied Technology	09/01/04-06/30/05
Fred Capuano	Applied Technology	09/01/04-03/01/05
Rosemary Capuano	Applied Technology	09/01/04-03/01/05
Brian Green	Applied Technology	09/04/04-03/01/04
Matt Hutcheson	Applied Technology	09/01/04-12/15/04
Joe Locanas	Applied Technology	09/01/04-01/01/05
Neil Orme	Applied Technology	09/13/04-03/01/05
Jacob Taylor	Applied Technology	09/01/04-12/31/04
Brian Letko	Athletics	09/01/04-12/31/04
Ernie Munoz	Athletics	09/01/04-12/31/04
Eddie Quevedo	Athletics	09/01/04-12/31/04
David Quinowski	Athletics	09/01/04-12/31/04
Megan Tuntland	Athletics	09/01/04-02/28/04
Lela Cormack	Cosmetology	09/01/04-01/31/05
Brandon Testi	Culinary Academy	08/30/04-12/11/04
Joyce Abrams	Early Childhood Studies	09/15/04-02/28/05

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>		<u>Department</u>	<u>Effective Date</u>
Berry	Kimberly	Health, Human & Public Services	09/01/04 - 12/31/04
Bratulina	Elena	Health, Human & Public Services	09/01/04 - 12/31/04
Doherty	Linda	Health, Human & Public Services	09/01/04 - 12/31/04
Ellis	Zackry	Health, Human & Public Services	09/01/04 - 12/31/04
Everhart	Kathlene	Health, Human & Public Services	09/01/04 - 12/31/04
Foroozan	Salma	Health, Human & Public Services	09/01/04 - 12/31/04
Grundl	Brett	Health, Human & Public Services	09/01/04 - 12/31/04
Lee	Miriam	Health, Human & Public Services	09/01/04 - 12/31/04
Lopez	Jose	Health, Human & Public Services	09/01/04 - 12/31/04
Lynn	Suzanne	Health, Human & Public Services	09/01/04 - 12/31/04
Martinez	Karen	Health, Human & Public Services	09/01/04 - 12/31/04
McMullen	Alan	Health, Human & Public Services	09/01/04 - 12/31/04
Mills	Victoria	Health, Human & Public Services	09/01/04 - 12/31/04
Perez	Jaime	Health, Human & Public Services	09/01/04 - 12/31/04
Person	Richard	Health, Human & Public Services	09/01/04 - 12/31/04
Peters	Lansdale	Health, Human & Public Services	09/01/04 - 12/31/04
Potra-Cionca	Florica	Health, Human & Public Services	09/01/04 - 12/31/04
Pratt	Ronald	Health, Human & Public Services	09/01/04 - 12/31/04
Rendon	Carlos	Health, Human & Public Services	09/01/04 - 12/31/04
Rockett	Sean	Health, Human & Public Services	09/01/04 - 12/31/04
Smith-Barron	Stephannie	Health, Human & Public Services	09/01/04 - 12/31/04
Smyth	Feryl	Health, Human & Public Services	09/01/04 - 12/31/04
Sutton	Brian	Health, Human & Public Services	09/01/04 - 12/31/04
Thompson	Diane	Health, Human & Public Services	09/01/04 - 12/31/04
Wilson	Keith	Health, Human & Public Services	09/01/04 - 12/31/04

Abadilla	Maria Theresa	Nursing	09/01/04-12/17/04
Achumba	Mavis	Nursing	09/01/04-12/17/04
Adame	Angela	Nursing	09/01/04-12/17/04
Adewumi	Olufunke	Nursing	09/01/04-12/17/04
Allison	Shiree	Nursing	09/01/04-12/17/04
Alonso	Monica	Nursing	09/01/04-12/17/04
Angel	Elsa	Nursing	09/01/04-12/17/04
Angeles	Fernando	Nursing	09/01/04-12/17/04
Antuna	Carlos	Nursing	09/01/04-12/17/04
Appelhof	Kristina	Nursing	09/01/04-12/17/04
Archila	Susana	Nursing	09/01/04-12/17/04
Arias	Jennifer	Nursing	09/01/04-12/17/04
Arias	Melissa	Nursing	09/01/04-12/17/04
Arias (Gonzalez)	Ana	Nursing	09/01/04-12/17/04
Artienda	Nena	Nursing	09/01/04-12/17/04

VOLUNTEERSBOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>		<u>Department</u>	<u>Effective Date</u>
Arvizu	Marcia	Nursing	09/01/04-12/17/04
Atienza	Ronald	Nursing	09/01/04-12/17/04
Azar	Crystal	Nursing	09/01/04-12/17/04
Bagga	Monica	Nursing	09/01/04-12/17/04
Baker-Shaw	Jeannette	Nursing	09/01/04-12/17/04
Barrientes	Joanne	Nursing	09/01/04-12/17/04
Bass	Jacqueline	Nursing	09/01/04-12/17/04
Baylus	Amanda	Nursing	09/01/04-12/17/04
Beck	Samantha	Nursing	09/01/04-12/17/04
Beck	Mona	Nursing	09/01/04-12/17/04
Becker	Kathleen	Nursing	09/01/04-12/17/04
Bedashi	Allana	Nursing	09/01/04-12/17/04
Belarde	Irene	Nursing	09/01/04-12/17/04
Binhimaid	Gina	Nursing	09/01/04-12/17/04
Blasko	Lisa	Nursing	09/01/04-12/17/04
Bolanos	Asia	Nursing	09/01/04-12/17/04
Bologna	Agnes	Nursing	09/01/04-12/17/04
Bowman	Melanie	Nursing	09/01/04-12/17/04
Brito	Lisa	Nursing	09/01/04-12/17/04
Brodersen	William	Nursing	09/01/04-12/17/04
Brose	Jessica	Nursing	09/01/04-12/17/04
Bruneau	Nicole	Nursing	09/01/04-12/17/04
Bruns	Candice	Nursing	09/01/04-12/17/04
Buentipo	Emily	Nursing	09/01/04-12/17/04
Burroughs	Sarah	Nursing	09/01/04-12/17/04
Butler	Erin	Nursing	09/01/04-12/17/04
Cabacungan	William	Nursing	09/01/04-12/17/04
Campbell	Kelly	Nursing	09/01/04-12/17/04
Campbell	Stacey	Nursing	09/01/04-12/17/04
Carreon	Steven	Nursing	09/01/04-12/17/04
Carter	Caroline	Nursing	09/01/04-12/17/04
Chavarria	Thelma	Nursing	09/01/04-12/17/04
Chichakly (Dawud)	Sadie	Nursing	09/01/04-12/17/04
Cipoletto	Frank	Nursing	09/01/04-12/17/04
Clark	Jamie	Nursing	09/01/04-12/17/04
	Lowerstean		
Clark-Perkins	e	Nursing	09/01/04-12/17/04
Clawson	Alisa	Nursing	09/01/04-12/17/04
Cochran	Kirsten	Nursing	09/01/04-12/17/04
Cochran	Naomi	Nursing	09/01/04-12/17/04
Cockfield	Patricia	Nursing	09/01/04-12/17/04
Contreras	Renattha	Nursing	09/01/04-12/17/04

VOLUNTEERS



BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>	
Corpin	Ruby	Nursing	09/01/04-12/17/04
Cox	Julie	Nursing	09/01/04-12/17/04
Craig	Jan	Nursing	09/01/04-12/17/04
Crawford	Amber	Nursing	09/01/04-12/17/04
Crawford	Lucinda	Nursing	09/01/04-12/17/04
Cruz	Kristine	Nursing	09/01/04-12/17/04
Culbertson	Chekesha	Nursing	09/01/04-12/17/04
Davis	Andrea	Nursing	09/01/04-12/17/04
Dawud	Hanna	Nursing	09/01/04-12/17/04
Dean	Kerry	Nursing	09/01/04-12/17/04
DeWitt	Michelle	Nursing	09/01/04-12/17/04
Dias-Litzenberger	Leticia	Nursing	09/01/04-12/17/04
Diazoni	Ronald	Nursing	09/01/04-12/17/04
Dicen	Dinah Faye	Nursing	09/01/04-12/17/04
Dinga	Jessica	Nursing	09/01/04-12/17/04
Dixon (Reynolds)	Julie	Nursing	09/01/04-12/17/04
Do	Stephanie	Nursing	09/01/04-12/17/04
Dobbs-Prpich	Lori	Nursing	09/01/04-12/17/04
Donkor	Sandra	Nursing	09/01/04-12/17/04
Donson	Alissa	Nursing	09/01/04-12/17/04
Drake (Schmitz)	Denice	Nursing	09/01/04-12/17/04
Driscoll	Carrie	Nursing	09/01/04-12/17/04
Dupree	Coleen R.	Nursing	09/01/04-12/17/04
Duran	Sandra	Nursing	09/01/04-12/17/04
Edrada	Susan	Nursing	09/01/04-12/17/04
Elliott	Lori	Nursing	09/01/04-12/17/04
Enabe	Sidney	Nursing	09/01/04-12/17/04
Escalante	Eloisa	Nursing	09/01/04-12/17/04
Escobar	Deborah	Nursing	09/01/04-12/17/04
Eslava	Ricardo	Nursing	09/01/04-12/17/04
Estrada	Oscar	Nursing	09/01/04-12/17/04
Everhart	Leslie	Nursing	09/01/04-12/17/04
Fairres	Kelly	Nursing	09/01/04-12/17/04
Farnham	Patricia	Nursing	09/01/04-12/17/04
Ferrell	Lori	Nursing	09/01/04-12/17/04
Ferrette	Megan	Nursing	09/01/04-12/17/04
Field	Jessica	Nursing	09/01/04-12/17/04
Foreman	Rachael	Nursing	09/01/04-12/17/04
Foreman	Nancy	Nursing	09/01/04-12/17/04
Foster-Jackson	Chalisa	Nursing	09/01/04-12/17/04
Franco (Garcilazo)	Bertha	Nursing	09/01/04-12/17/04

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>	
Franklin	Soledad	Nursing	09/01/04-12/17/04
Gameros	Janett	Nursing	09/01/04-12/17/04
Garcia	Aubrey	Nursing	09/01/04-12/17/04
Garcia	Maricela	Nursing	09/01/04-12/17/04
Garrett (Ketif)	Ella	Nursing	09/01/04-12/17/04
Gatz	David	Nursing	09/01/04-12/17/04
Geberkeristos	Helen	Nursing	09/01/04-12/17/04
George	Kathryn	Nursing	09/01/04-12/17/04
Gillard	Rina	Nursing	09/01/04-12/17/04
Glass	Mark	Nursing	09/01/04-12/17/04
Gomez	Carmen	Nursing	09/01/04-12/17/04
Gonzales	Charisse	Nursing	09/01/04-12/17/04
Gonzales	Michelle	Nursing	09/01/04-12/17/04
Goodner (Edwards)	Jennifer	Nursing	09/01/04-12/17/04
Gould	Laurie	Nursing	09/01/04-12/17/04
Gregory	Judy	Nursing	09/01/04-12/17/04
Griffin (Dow)	Charity	Nursing	09/01/04-12/17/04
Gu	June	Nursing	09/01/04-12/17/04
Gutierrez	Gabriela	Nursing	09/01/04-12/17/04
Harrod	Karli	Nursing	09/01/04-12/17/04
Hasson	Karen	Nursing	09/01/04-12/17/04
Henes	Tina	Nursing	09/01/04-12/17/04
Hernandez	Hector	Nursing	09/01/04-12/17/04
Hilt	Cheryl	Nursing	09/01/04-12/17/04
Hoghooghi	Younes	Nursing	09/01/04-12/17/04
Hokama	Maureen	Nursing	09/01/04-12/17/04
Holcombe	Mona	Nursing	09/01/04-12/17/04
Hollingworth	Melanie	Nursing	09/01/04-12/17/04
Hopps	Lucas	Nursing	09/01/04-12/17/04
Hora	Christine	Nursing	09/01/04-12/17/04
Horner	Teddi	Nursing	09/01/04-12/17/04
Huang	Eva	Nursing	09/01/04-12/17/04
Hurtado	Araceli	Nursing	09/01/04-12/17/04
Ikemiyagi	Satsuki	Nursing	09/01/04-12/17/04
Intarasut	Siripern	Nursing	09/01/04-12/17/04
Jaramillo	Desiree	Nursing	09/01/04-12/17/04
Jernigan	Sheryl	Nursing	09/01/04-12/17/04
Johnson	Rachel	Nursing	09/01/04-12/17/04
Jones	Emily	Nursing	09/01/04-12/17/04
Joy	Carrie	Nursing	09/01/04-12/17/04
Kanitz	Brandy	Nursing	09/01/04-12/17/04

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>		<u>Department</u>	<u>Effective Date</u>
Kapturkiewicz	Amber	Nursing	09/01/04-12/17/04
Kaur	Gurinder	Nursing	09/01/04-12/17/04
Kedroutek	Susie	Nursing	09/01/04-12/17/04
Kezer	Rebeccah	Nursing	09/01/04-12/17/04
Kim	Yu-Jin	Nursing	09/01/04-12/17/04
Kirkendall	Grace	Nursing	09/01/04-12/17/04
Klatt	Mindy	Nursing	09/01/04-12/17/04
Komolafe	Oluwayemusi	Nursing	09/01/04-12/17/04
Kroll	Carina	Nursing	09/01/04-12/17/04
Lanorias	Michelle	Nursing	09/01/04-12/17/04
Larson	Kandice	Nursing	09/01/04-12/17/04
Lawani	Osayi	Nursing	09/01/04-12/17/04
Layton	Mindy	Nursing	09/01/04-12/17/04
Levan	Christina	Nursing	09/01/04-12/17/04
Like	Shyla	Nursing	09/01/04-12/17/04
Limen	Silvia	Nursing	09/01/04-12/17/04
Long	Jefferey	Nursing	09/01/04-12/17/04
Long	Bonnie	Nursing	09/01/04-12/17/04
Lopez	Rosa	Nursing	09/01/04-12/17/04
Luib	Geneleen	Nursing	09/01/04-12/17/04
MacLaughlin	Alicia	Nursing	09/01/04-12/17/04
Manio	Kris	Nursing	09/01/04-12/17/04
Marquez	Pauline	Nursing	09/01/04-12/17/04
Martinez	Diana	Nursing	09/01/04-12/17/04
Martinez	Denise	Nursing	09/01/04-12/17/04
Martinez	Juana	Nursing	09/01/04-12/17/04
Masut	Donna	Nursing	09/01/04-12/17/04
Mayfield	Angela	Nursing	09/01/04-12/17/04
Mburu	Ceaser	Nursing	09/01/04-12/17/04
McCarthy	Crystal	Nursing	09/01/04-12/17/04
McCollister	Erin	Nursing	09/01/04-12/17/04
McDermott	Anne	Nursing	09/01/04-12/17/04
McDonald	Cheryl	Nursing	09/01/04-12/17/04
McGuffey	Paula	Nursing	09/01/04-12/17/04
McLaughlin	Deanna	Nursing	09/01/04-12/17/04
McMillan	Lynn	Nursing	09/01/04-12/17/04
Medina	Arlene	Nursing	09/01/04-12/17/04
Melendrez	Bertha	Nursing	09/01/04-12/17/04
Messer	Gina	Nursing	09/01/04-12/17/04
Michael	Adrienne	Nursing	09/01/04-12/17/04
Morales	Jonas	Nursing	09/01/04-12/17/04

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>	
Moreno	Raul	Nursing	09/01/04-12/17/04
Morris	Christina	Nursing	09/01/04-12/17/04
Morrow	Lisa	Nursing	09/01/04-12/17/04
Munoz	Susan	Nursing	09/01/04-12/17/04
Murphy	M'zure	Nursing	09/01/04-12/17/04
Musingarabwi	Pretty	Nursing	09/01/04-12/17/04
Nelson	Jennifer	Nursing	09/01/04-12/17/04
Neufeld	Thomas	Nursing	09/01/04-12/17/04
Ngo	Trang	Nursing	09/01/04-12/17/04
Niala	Dominica	Nursing	09/01/04-12/17/04
Nicol	Heather	Nursing	09/01/04-12/17/04
Njuguna	Patrick	Nursing	09/01/04-12/17/04
Noby	Robyn	Nursing	09/01/04-12/17/04
Norris	Jennifer	Nursing	09/01/04-12/17/04
Nunez	Kimana	Nursing	09/01/04-12/17/04
Nuqui	Katrina Marie	Nursing	09/01/04-12/17/04
Ochoa	Erika	Nursing	09/01/04-12/17/04
Ojimaga	Nkechi	Nursing	09/01/04-12/17/04
Olson	Brian	Nursing	09/01/04-12/17/04
Oyetibo	Joyce	Nursing	09/01/04-12/17/04
Pace	George	Nursing	09/01/04-12/17/04
Padre	Shiela	Nursing	09/01/04-12/17/04
Palombi (Cade)	Thomasina	Nursing	09/01/04-12/17/04
Park	D'Ann	Nursing	09/01/04-12/17/04
Perez	Melissa	Nursing	09/01/04-12/17/04
Permann	Dixey	Nursing	09/01/04-12/17/04
Pham	Marianne	Nursing	09/01/04-12/17/04
Pham	Marie Hanh	Nursing	09/01/04-12/17/04
Pinontoan	Ivone	Nursing	09/01/04-12/17/04
Popp	Dora	Nursing	09/01/04-12/17/04
Pulido	Marianela	Nursing	09/01/04-12/17/04
Pust	April	Nursing	09/01/04-12/17/04
Quebbemann	Robert	Nursing	09/01/04-12/17/04
Quinn	Michelle	Nursing	09/01/04-12/17/04
Rabadi	Jennifer	Nursing	09/01/04-12/17/04
Racadio	Melissa	Nursing	09/01/04-12/17/04
Ramos	Josephine	Nursing	09/01/04-12/17/04
Rangel	Yvette	Nursing	09/01/04-12/17/04
Rasbach (Pacol)	Rhonda	Nursing	09/01/04-12/17/04
Reilly	Tamara	Nursing	09/01/04-12/17/04
Rene	Marlene	Nursing	09/01/04-12/17/04

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>	
Rex	Kathryn	Nursing	09/01/04-12/17/04
Riedeman	Aubrey	Nursing	09/01/04-12/17/04
Rivera	Alex	Nursing	09/01/04-12/17/04
Rivera	Cindy	Nursing	09/01/04-12/17/04
Roberts	Laysha	Nursing	09/01/04-12/17/04
Rodriguez	Diana	Nursing	09/01/04-12/17/04
Rodriguez	Irene (Neni)	Nursing	09/01/04-12/17/04
Rodriguez	Mary	Nursing	09/01/04-12/17/04
Rodriguez	Jorge	Nursing	09/01/04-12/17/04
Rogers	Wendy	Nursing	09/01/04-12/17/04
Roldan	Justin	Nursing	09/01/04-12/17/04
Rubio	Mark	Nursing	09/01/04-12/17/04
Ruiz	Connie	Nursing	09/01/04-12/17/04
Saenz	Denise	Nursing	09/01/04-12/17/04
Sanchez	Melisa	Nursing	09/01/04-12/17/04
Sanchez	Jennifer	Nursing	09/01/04-12/17/04
Sandoval	Desi	Nursing	09/01/04-12/17/04
3Sandoval	Roxaura	Nursing	09/01/04-12/17/04
Sargenti	Kerry	Nursing	09/01/04-12/17/04
Sastrawinata	Imelda	Nursing	09/01/04-12/17/04
Saterfield	Jenni	Nursing	09/01/04-12/17/04
Schaefer	Leisa	Nursing	09/01/04-12/17/04
Scheltens	Christine	Nursing	09/01/04-12/17/04
Scheppelman	Julie	Nursing	09/01/04-12/17/04
Scherer	Donnelle	Nursing	09/01/04-12/17/04
Schiavone	Lisa	Nursing	09/01/04-12/17/04
Schuelman	Susan	Nursing	09/01/04-12/17/04
Seals	Bert	Nursing	09/01/04-12/17/04
Serrano	Mercedes	Nursing	09/01/04-12/17/04
Seyler	Jonelle	Nursing	09/01/04-12/17/04
Sharum	Micheal	Nursing	09/01/04-12/17/04
Shultz	Karen	Nursing	09/01/04-12/17/04
Smith	Hillary	Nursing	09/01/04-12/17/04
Snavely (Koller)	Kristen	Nursing	09/01/04-12/17/04
Sobejana	Janice	Nursing	09/01/04-12/17/04
Strasser	Gail	Nursing	09/01/04-12/17/04
Strutt	William	Nursing	09/01/04-12/17/04
Tabares	Ryan	Nursing	09/01/04-12/17/04
Tan	Gloria	Nursing	09/01/04-12/17/04
Tarculas	Janine Klair	Nursing	09/01/04-12/17/04
Taylor	Andrea	Nursing	09/01/04-12/17/04

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>	<u>Department</u>	<u>Effective Date</u>	
Teets	Victoria	Nursing	09/01/04-12/17/04
Thomas	Ophelia	Nursing	09/01/04-12/17/04
Thona	Lindu	Nursing	09/01/04-12/17/04
Tillinghast	Jennifer	Nursing	09/01/04-12/17/04
Tiu	Maria Helen	Nursing	09/01/04-12/17/04
Tolentino	Jeanette	Nursing	09/01/04-12/17/04
Torres	Brandy	Nursing	09/01/04-12/17/04
Travis	Meredith	Nursing	09/01/04-12/17/04
Tubbs	Jill	Nursing	09/01/04-12/17/04
Tucker	Andre	Nursing	09/01/04-12/17/04
Tuckness	Patricia	Nursing	09/01/04-12/17/04
Umali	Debbie	Nursing	09/01/04-12/17/04
Valencia	Monica	Nursing	09/01/04-12/17/04
Vallejo	Guillermo	Nursing	09/01/04-12/17/04
Vargas	Sylvia	Nursing	09/01/04-12/17/04
Vasquez	Daniella	Nursing	09/01/04-12/17/04
Vaughn	Audrey	Nursing	09/01/04-12/17/04
Vega	Summer	Nursing	09/01/04-12/17/04
Veloz	Leticia	Nursing	09/01/04-12/17/04
Venus	Sarah	Nursing	09/01/04-12/17/04
Vicencio	Raquel	Nursing	09/01/04-12/17/04
Vickroy	Micki	Nursing	09/01/04-12/17/04
Vinci	Adrienne	Nursing	09/01/04-12/17/04
Vosburgh	Jeanne	Nursing	09/01/04-12/17/04
Wagner	Michelle	Nursing	09/01/04-12/17/04
Wagner	Germaine	Nursing	09/01/04-12/17/04
Wakefield	Tammy	Nursing	09/01/04-12/17/04
Wali	Shannan	Nursing	09/01/04-12/17/04
Walker	Lindsay	Nursing	09/01/04-12/17/04
White	Linda K.	Nursing	09/01/04-12/17/04
White	Rebecca	Nursing	09/01/04-12/17/04
Widjajakusuma	Hery	Nursing	09/01/04-12/17/04
Wigginton	Dena	Nursing	09/01/04-12/17/04
Williams	Christy	Nursing	09/01/04-12/17/04
Williford	Agatha	Nursing	09/01/04-12/17/04
Willis-Stach	Linda	Nursing	09/01/04-12/17/04
Wills	Lisa	Nursing	09/01/04-12/17/04
Wilson	Lashemia	Nursing	09/01/04-12/17/04
Wilson	Kimberly	Nursing	09/01/04-12/17/04
Winger	Allison	Nursing	09/01/04-12/17/04
Wolff	Lisa	Nursing	09/01/04-12/17/04

VOLUNTEERS

BOARD RESOLUTION 10-97/98 – CONT.

<u>Name</u>		<u>Department</u>	<u>Effective Date</u>
Woodberry	Amber	Nursing	09/01/04-12/17/04
Wyman	Esther	Nursing	09/01/04-12/17/04
Young	Kelly	Nursing	09/01/04-12/17/04
Young	Sherry	Nursing	09/01/04-12/17/04
Yu	Miao	Nursing	09/01/04-12/17/04
Zehms	Phyllis	Nursing	09/01/04-12/17/04
Zeledon	Brigitte	Nursing	09/01/04-12/17/04

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RANGE</u>
Almiklafi, Waleed	Student Worker	College Safety & Police - RIV	09/14/04	19-4
Amaya, Michael	Student Worker	CHSS - MOV	09/20/04	19-4
An, Kyujung	Student Worker	College Safety & Police - RIV	09/15/04	19-4
Balcazar, Jovany	Student Worker	Fine & Performing Arts - RIV	09/20/04	19-4
Bashkirova, Alexandra	Student Worker	English Writing Center - RIV	09/20/04	19-4
Beysuengue, Murat	Student Worker	Int'l Students Services & Prog - RIV	09/03/04	19-4
Bueno-Lopez, Maria	Student Worker	Disabled Students Prog & Svcs - RIV	08/26/04	19-4
Bui, Loan	Student Worker	Tutorial Services - MOV	08/26/04	19-4
Chao, Tiffany	Student Worker	Tutorial Services - NOR	09/21/04	19-4
Choi, Yunsig	Student Worker	Mathematics - RIV	09/27/04	19-4
Cifuentes, Corinne	Student Worker	Tutorial Services - NOR	09/21/04	19-4
Cleary, Jennifer	Student Worker	Tutorial Services - RIV	09/21/04	19-4
Cordero-Mendoza, Guilianna	Student Worker	Tutorial Services - MOV	08/26/04	19-4
Cruz, Lourdes	Student Worker	Early Childhood Studies - NOR	09/20/04	19-4
Eichstedt, Ronald	Student Worker	Fine & Performing Arts - RIV	09/17/04	19-4
Felix, Kecia	Student Worker	Tutorial Services - NOR	09/21/04	19-4
Gonzaga, Oscar	Student Worker	Student Ambassador - MOV	09/27/04	19-4
Gonzalez-Gonzalez, Hector	Student Worker	Tutorial Services - NOR	09/21/04	19-4
Guan, Meina	Student Worker	Tutorial Services - RIV	09/21/04	19-4
Guevara, Elisa	Student Worker	Tutorial Services - MOV	09/08/04	19-4
Halabian, Amin	Student Worker	Tutorial Services - RIV	09/27/04	19-4
Hall, Janiece	Student Worker	College Safety & Police - RIV	09/20/04	19-4
Hall, Tina	Student Worker	College Safety & Police - RIV	09/17/04	19-4
Henry, Timothy	Student Worker	Tutorial Services - MOV	09/15/04	19-4
Hopkins, Christopher	Student Worker	Art Gallery - RIV	09/14/04	19-4
Ilagan, Kristine	Student Worker	Tutorial Services - MOV	09/08/04	19-4
Johnson, Kristin	Student Worker	Disabled Students Prog & Svcs - RIV	09/08/04	19-4
Johnson, Sandra	Student Worker	Tutorial Services - MOV	09/17/04	19-4
Kim-Moon, Kyung	Student Worker	Early Childhood Studies - RIV	09/20/04	19-4
Kyker, Kevin	Student Worker	College Safety & Police - RIV	09/08/04	19-4
La Point, Sierra	Student Worker	Tutorial Services - RIV	09/17/04	19-4
Lee, Jennifer	Student Worker	Tutorial Services - MOV	09/14/04	19-4
Leiva Jr., Peter	Student Worker	Fine & Performing Arts - RIV	09/27/04	19-4
Licerio, Amadis	Student Worker	Tutorial Services - MOV	09/08/04	19-4
Lyster, Bethani	Student Worker	Tutorial Services - NOR	09/14/04	19-4
Mayfield, Charles	Student Worker	Information Systems & Tech - RIV	09/08/04	19-4
Meijer, Ann	Student Worker	Early Childhood Studies - MOV	08/26/04	19-4
Morataya, Mayra	Student Worker	Library - RIV	09/27/04	19-4
Myers, Loren	Student Worker	Swimming - RIV	09/15/04	19-4
Ngo, Kalin	Student Worker	Tutorial Services - MOV	08/26/04	19-4
Nguyen, Ly Ngoc	Student Worker	Library - RIV	09/20/04	19-4



DISTRICT FUNDS (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RANGE</u>
Nguyen, Thanh	Student Worker	Tutorial Services - RIV	09/27/04	19-4
Olds Jr., John	Student Worker	Swimming - RIV	09/14/04	19-4
O'Toole, Francisca	Student Worker	Art Gallery - RIV	09/14/04	19-4
Patrick, Samantha	Student Worker	Tutorial Services - RIV	09/27/04	19-4
Perez, Diana	Student Worker	College Safety & Police - RIV	09/08/04	19-4
Peterson, Charles	Student Worker	Tutorial Services - RIV	09/17/04	19-4
Renteria, Christopher	Student Worker	Tutorial Services - RIV	09/27/04	19-4
Rogers, Brittany	Student Worker	Outreach - RIV	09/27/04	19-4
Ruiz, Krystle	Student Worker	Outreach - RIV	09/08/04	19-4
Rydzik, Jennifer	Student Worker	English Writing Center - RIV	09/21/04	19-4
Sadatmand, Sergio	Student Worker	Tutorial Services - NOR	09/14/04	19-4
Sargeant, Delroy	Student Worker	Tutorial Services - RIV	09/17/04	19-4
Schulz, Teresia	Student Worker	Information Systems & Tech - RIV	09/14/04	19-4
Shah, Dipali	Student Worker	Tutorial Services - NOR	09/14/04	19-4
Silva, Johana	Student Worker	Tutorial Services - MOV	09/21/04	19-4
Smith, Shavonne	Student Worker	Student Activities - RIV	09/08/04	19-4
Staley, Elisha	Student Worker	Student Services - RIV	09/20/04	19-4
Stan, Maria	Student Worker	Mathematics - RIV	09/14/04	19-4
Swanberg, Kevin	Student Worker	Swimming - RIV	09/08/04	19-4
Teichgraeber, Cameron	Student Worker	Tutorial Services - RIV	09/27/04	19-4
Thierbach, Christian	Student Worker	Fine & Performing Arts - RIV	09/27/04	19-4
Vega, Maria	Student Worker	Early Childhood Studies - RIV	09/08/04	19-4
Wagner, Tyrel	Student Worker	Tutorial Services - RIV	09/17/04	19-4
Wang, Tongzhou	Student Worker	Tutorial Services - RIV	09/21/04	19-4
Ware, Jared	Student Worker	Student Activities - RIV	09/27/04	19-4
Wilson, Katherine	Student Worker	Early Childhood Studies - MOV	09/30/04	19-4
Woodall, Kimberly	Student Worker	Humanities & Social Sciences - RIV	09/15/04	19-4

CATAGORICAL

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RANGE</u>
Aguilar, Danna	Student Worker	Library - MOV	09/17/04	19-4
Alvarez, Chantel	Student Worker	Disabled Students Prog & Svcs - RIV	08/18/04	19-4
Alvarez, Lizeth	Student Worker	Eastside Cybrary Connection - LT	09/16/04	19-4
Arceneaux, Debra	Student Worker	Butterfield Elementary - AMR	09/15/04	19-4
Bain, Spencer	Student Worker	Student Ambassador - RIV	09/15/04	19-4
Banks, Jennifer	Student Worker	Food Services - RIV	09/29/04	19-4
Battle, Valerie	Student Worker	Community Education -RIV	09/14/04	19-4
Beuster, Stacy	Student Worker	Athletics - RIV	09/23/04	19-4
Birchard, Wendy	Student Worker	Disabled Students Prog & Svcs - RIV	09/01/04	19-4
Bolden, Christopher	Student Worker	Food Services - RIV	09/23/04	19-4

CATAGORICAL (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RANGE</u>
Bray, Marsha	Student Worker	Eastside Cybrary Connection - LT	09/23/04	19-4
Britton, Amado	Student Worker	Student Activities - MOV	09/07/04	19-4
Brown, April	Student Worker	Riverside Municipal Museum - CS	09/15/04	19-4
Brown, Jonathan	Student Worker	Mathematics - RIV	09/02/04	19-4
Calderon, Erica	Student Worker	The Growing Place - AMR	09/29/04	19-4
Chaves, Ricardo	Student Worker	Library - RIV	09/22/04	19-4
Chegge, Julie	Student Worker	Riverside Municipal Museum - CS	09/16/04	19-4
Chutikorn, Andrew	Student Worker	Jefferson Elementary-CNUSD - AMR	09/21/04	19-4
Coleman, Gerald	Student Worker	AV Labs & Services - MOV	09/30/04	19-4
Collins, Jessica	Student Worker	Early Childhood Studies - AMR	08/03/04	19-4
Contreras, Annie	Student Worker	Sunnymead Elementary - CS	09/29/04	19-4
Cordero Mendoza, Giulianna	Student Worker	Tutorial Services - MOV	09/23/04	19-4
Crane, Robert	Student Worker	Honey Hollow Elementary - AMR	09/21/04	19-4
Curtis, Callette	Student Worker	Facilities & Planning - RIV	09/08/04	19-4
Daugherty, Kimberly	Student Worker	Health Services - RIV	09/16/04	19-4
Dickson, Ryan	Student Worker	Hendrick Ranch Elementary - CS	09/03/04	19-4
Freeman, Jazwuan	Student Worker	Athletics - RIV	09/29/04	19-4
Galicia, Mario	Student Worker	Title V - MOV	09/13/04	19-4
Garcia, Andrea	Student Worker	Hendrick Ranch Elementary - AMR	09/22/04	19-4
Garcia, Veronica	Student Worker	Eastside Cybrary Connection - LT	09/30/04	19-4
Gasso, Yvette	Student Worker	Library - NOR	09/08/04	19-4
Gipson, Charletta	Student Worker	Riverside Housing Authority - CS	09/30/04	19-4
Gomez, Gabriela	Student Worker	Student Activities - MOV	09/03/04	19-4
Gonzalez Jr, Constantino	Student Worker	Outreach - RIV	09/23/04	19-4
Haliburton, Glenesha	Student Worker	Early Childhood Studies - RIV	09/23/04	19-4
Haliburton, Tiffany	Student Worker	Early Childhood Studies - RIV	09/01/04	19-4
Hall, Janiece	Student Worker	College Safety & Police - RIV	09/15/04	19-4
Holmes, Nicole	Student Worker	Riverside Housing Authority - CS	09/27/04	19-4
Ilagan, Kristine	Student Worker	Tutorial Services - MOV	09/14/04	19-4
Johnson, David	Student Worker	Athletics - RIV	08/09/04	19-4
Johnson, Queen	Student Worker	Madison Elementary - AMR	09/07/04	19-4
Kaoud, Nada	Student Worker	EOPS - RIV	09/15/04	19-4
Keister, Karen	Student Worker	Honey Hollow Elementary - AMR	09/17/04	19-4
Lewellen, LaRita	Student Worker	Health Services - NOR	09/01/04	19-4
Lopez, Brisela	Student Worker	Moreno Valley High School - CS	09/22/04	19-4
Luster, Julia	Student Worker	AV Labs & Services - RIV	09/23/04	19-4
Luster, Shannon	Student Worker	AV Labs & Services - RIV	09/23/04	19-4
Marquez, Stephanie	Student Worker	Library - MOV	09/17/04	19-4
Martinez, Guadalupe	Student Worker	Serrano Elementary - CS	09/23/04	19-4
Mason, Joneika	Student Worker	Mathematics - RIV	09/16/04	19-4
McNeill-Fields, Linda	Student Worker	Sunnymead Elementary - AMR	09/13/04	19-4

CATAGORICAL (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RANGE</u>
Merino, Elizabeth	Student Worker	The Growing Place - AMR	09/21/04	19-4
Miller Reece, Danielle	Student Worker	Jefferson Elementary-CNUSD - AMC	09/27/04	19-4
Miranda, Tamara	Student Worker	Butterfield Elementary - AMR	09/22/04	19-4
Mitchell, Malcolm	Student Worker	Bear Valley Elementary - AMC	09/22/04	19-4
Mohammad, Hisham	Student Worker	Applied Technology - RIV	09/03/04	19-4
Montejano, Anthony	Student Worker	Mathematics - RIV	09/02/04	19-4
Moreno, Norma	Student Worker	Victoriano Elementary - AMC	09/16/04	19-4
Morgan, Judith	Student Worker	Mathematics - RIV	09/21/04	19-4
Moyers, Sarah	Student Worker	Early Childhood Studies - MOV	09/01/04	19-4
Myers, Raymond	Student Worker	Tutorial Services - NOR	09/29/04	19-4
Navarro, Silvia	Student Worker	Early Childhood Studies - RIV	09/29/04	19-4
Newman, David	Student Worker	Health Services - RIV	09/17/04	19-4
Nordick, Jean	Student Worker	Riverside Municipal Museum - CS	09/29/04	19-4
Nunez, Francis	Student Worker	Athletics - RIV	09/30/04	19-4
Ooten, Syrena	Student Worker	Victoriano Elementary - AMR	09/02/04	19-4
Oul, Sulivan	Student Worker	UCR Museum of Photography - CS	09/01/04	19-4
Panos, Dana	Student Worker	Butterfield Elementary - AMR	09/23/04	19-4
Perez, Diana	Student Worker	College Safety & Police - RIV	09/08/04	19-4
Pineda, Erika	Student Worker	Latino Educators of Tomorrow - RIV	09/30/04	19-4
Quintero, Olivia	Student Worker	AV Labs & Services - RIV	09/01/04	19-4
Ramirez, Mario	Student Worker	Bear Valley Elementary - AMC	09/08/04	19-4
Ramos, Cindy	Student Worker	Health Services - RIV	09/01/04	19-4
Reyes, Juana	Student Worker	Eastside Cybrary Connection - LT	09/01/04	19-4
Richard, Dawm	Student Worker	Food Services - RIV	09/17/04	19-4
Rodriguez, Esteban	Student Worker	Food Services - RIV	09/30/04	19-4
Rodriguez, Sergio	Student Worker	Moreno Valley High School - CS	09/16/04	19-4
Rodriguez,Rebecca	Student Worker	Early Childhood Studies - NOR	09/15/04	19-4
Romero, Eva	Student Worker	Early Childhood Studies - AMR	09/17/04	19-4
Rosenau, Raydrian	Student Worker	Sunnymead Elementary - AMR	09/23/04	19-4
Ross, Stephanie	Student Worker	Tutorial Services - RIV	09/30/04	19-4
Rubio Flores, Luz	Student Worker	Midland Elementary - AMR	09/09/04	19-4
Shah, Rasheedah	Student Worker	Food Services - RIV	09/17/04	19-4
Sines, William	Student Worker	Riverside Municipal Museum - CS	09/21/04	19-4
Solorio, Rigoberto	Student Worker	CHSS - MOV	09/17/04	19-4
Spicer, Jonathan	Student Worker	Engineering/Drafting - NOR	09/02/04	19-4
Tapia, Cristina	Student Worker	Riverside Library/Marcy - AMC	09/21/04	19-4
Thomas, Jennifer	Student Worker	Early Childhood Studies - AMR	09/08/04	19-4
Thomas, Jeremy	Student Worker	Athletics - RIV	09/27/04	19-4
Timmons, Rhonda	Student Worker	Student Activities - MOV	09/27/04	19-4
Vo, Lieu	Student Worker	DSPS - RIV	09/15/04	19-4
Whitener, Nicole	Student Worker	Midland Elementary - AMR	09/16/04	19-4

CATAGORICAL (Cont'd)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RANGE</u>
Willis, Reginald	Student Worker	Student Activities - MOV	09/03/04	19-4
Wilson, Katherine	Student Worker	Early Childhood Studies - AMC	09/30/04	19-4
Wood, Joshua	Student Worker	Madison Elementary - AMC	09/17/04	19-4
Worsham, Jessica	Student Worker	Madison Elementary - AMC	09/23/04	19-4

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No. IV-A-2

Date: October 19, 2004

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 \$2,893,875.75, requested by District staff and issued by the Business Office, have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 37277-38576) totaling \$3,362,057.67, have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. The Riverside County Office of Education's audit program also has reviewed these claims.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$2,893,875.75 and District Warrant Claims totaling \$3,362,057.67.

Salvatore G. Rotella  
President

Prepared by: Doretta Sowell  
Purchasing Manager

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
8/30/04 thru 9/24/04

Backup IV-A-2  
October 19, 2004  
Page 1 of 6

PO#	Fund	Department	Vendor	Description	Amount
P56185	11	IS Administration	Computerland	Computer Software License Agreement	63,351.75
P56188	12	Dean of Education - ECS	Mobile Modular Management	Rents And Leases	4,021.32
P56192	11	International Students	Jacobsen, Marylin	Scouting	3,068.00
P56193	11	International Students	AACC	Scouting	6,500.00
P56194	12	CITD - Grant	Jacobsen, Marylin	Conferences	5,062.00
P56197	11	International Students	USJournal.Com, LLC	Advertising	6,140.00
P56200	11	International Students	Study In The USA, Inc.	Advertising	11,100.00
P56201	11	International Students	NAFSA	Memberships	1,180.00
P56202	11	International Students	Institute Of International Education	Scouting	1,470.00
P56204	11	Affirmative Action	Gateway 2000 Major Accts.,Inc	Comp Equip Replacement \$200-\$4999	1,446.01
P56205	12	Grants Department - Title V - Riverside	MWB Business Systems	Other Services	1,000.00
P56209	11	Facilities - Dental Hygiene	A.E. Carlson Construction, Inc.	Remodel Projects	14,678.00
P56211	12	Computer and Information Sciences VTEA	Gateway 2000 Major Accts.,Inc.	Comp Equip Additional \$200-\$4999	58,786.25
P56222	12	Fire Control Technology - VTEA	Studio Depot	Equip Additional \$200-\$4999	2,272.29
P56231	12	Parking	Fritts Ford	Repairs - Parts	4,500.00
P56234	11	Open Campus-Community Educ. Classes	First Time Systems	Other	1,000.00
P56235	11	IS Micro-Support	Faronics Technologies USA Inc.	Computer Software License Agreement	13,474.08
P56236	11	IS Micro-Support	Sehi Computer Products, Inc.	Computer Software Maint/License	29,248.74
P56238	11	Intercollegiate Athletics	Enterprise Rent-A-Car	Transportation Contracts	3,000.00
P56241	11	Facilities Planning-Quad Remodel	Division Of State Architect	Architect's Fees	74,547.75
P56243	12	Grants Department - Gear Up	Woodburn Press	Other Supplies	3,151.68
P56249	11	Facilities - Dental Hygiene	March Joint Powers Authority	Natural Gas	40,000.00
P56264	41	Riv Campus - P.E. Complex, Phase I	Division Of State Architect	Architect's Fees	23,430.10
P56266	11	IS Micro-Support	Western Data Enterprises	Repairs - Parts	119,182.80
P56269	32	Food Services	Select Produce, Inc.	Food	4,000.00
P56280	11	Open Campus -TV Classes	Intelecom Intelligent	All Other Contract	2,406.00
P56288	12	Financial Aid Administration - BFAP	Fast Signs	Equip Additional \$200-\$4999	4,633.25
P56289	12	Financial Aid Administration - BFAP	E-Z Up Direct	Equip Additional \$200-\$4999	3,303.13
P56290	12	Financial Aid Administration - BFAP	EMS Express Modular Systems	Fixtures & Fixed Equipment	1,947.44
P56291	12	Financial Aid Administration - BFAP	Sign-A-Rama	Other Services	3,962.41
P56292	12	Financial Aid Administration - BFAP	Rocky Mountain Images	Other Supplies	18,868.50
P56294	12	Financial Aid Administration - BFAP	Duplication Masters	Other Services	6,077.10

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
8/30/04 thru 9/24/04

Backup IV-A-2  
October 19, 2004  
Page 2 of 6

PO#	Fund	Department	Vendor	Description	Amount
P56295	12	Financial Aid Administration - BFAP	Dallas Midwest	Other Supplies	12,157.68
P56296	12	Financial Aid Administration - BFAP	Altek Group, The	Advertising	70,000.00
P56297	12	Financial Aid Administration - BFAP	Dallas Midwest	Other Supplies	12,147.48
P56300	12	Financial Aid Administration - BFAP	Clear Channel Broadcasting,	Advertising	88,800.00
P56301	12	Financial Aid Administration - BFAP	International E-Z Up, Inc.	Equip Additional \$200-\$4999	11,074.04
P56302	11	Open Campus -TV Classes	PBS-ALSS/TBC	All Other Contract	6,004.00
P56303	11	Open Campus -TV Classes	San Bernardino Community College	All Other Contract	7,775.00
P56306	11	Open Campus -TV Classes	Garwin & Chan Associates	Instructional Media Material	4,500.00
P56307	12	Nursing, R.N. - VTEA Title I-C	Delmar Thompson Learning	Equip Additional \$200-\$4999	3,292.01
P56310	11	Performance Riverside	Synergistic Mailing Services	Postage	4,000.00
P56314	12	Computer and Information Sciences VTEA	Gateway 2000 Major Accts.,Inc.	Instructional Supplies	3,840.21
P56316	12	Grants Department - Gear Up	Knowlimit Promotions, Inc.	Other Supplies	1,447.25
P56318	11	Computer and Information Sciences	S. K. Telecon, Inc.	Instructional Supplies	1,045.00
P56325	12	Provost - Moreno Valley - Title V	Gateway 2000 Major Accts.,Inc	Comp Equip Replacement \$200-\$4999	5,744.15
P56335	11	English	Office Depot	Other Supplies	2,000.00
P56336	61	Risk Management	Carper, Gilbert	Damage Personal Property	2,259.47
P56337	61	Risk Management	MAACO Auto Painting & Body	Damage Personal Property	8,701.74
P56344	41	Child Develop Centers - Norco	CBE Office Solutions	Equip Additional \$5000 >	9,212.63
P56345	11	Provost - Norco	Big Red Apple	Rents And Leases	2,498.00
P56347	12	Provost - Norco - Title V	Hewlett Packard	Comp Equip Additional \$5000 >	29,121.87
P56351	11	Conservatory Theater - Norco	Portable Storage Corp.	Rents And Leases	1,080.00
P56352	12	Nursing, R.N.-VTEA Title I-C	Turning Technologies LLC	Comp Equip Additional \$200-\$4999	12,810.62
P56354	11	Intercollegiate Athletics	Mac's Coin Laundry	Laundry And Cleaning	2,000.00
P56358	12	Provost - Norco - Title V	Tegrity Instructional System	Comp Equip Additional \$5000 >	46,374.00
P56360	12	Provost - Norco - Title V	Troxell Communications	Comp Equip Additional \$5000 >	57,115.58
P56362	11	Administrative Support Center	U.S. Postmaster	Postage	90,000.00
P56363	11	IS Administration	MWB Business Systems	Rents And Leases	2,556.26
P56365	61	Risk Management	Schools Excess Liability Fund	Liability Insurance	250,631.80
P56373	12	Natural (Life) Science	Apple Computer, Inc.	Equip Additional \$200-\$4999	2,595.70
P56375	12	CITD - Marketing Development Cooper	Hee Jung Kim	Other Services	2,500.00
P56378	32	Food Service	Bryan Exhaust Service Inc.	Other Services	2,708.53
P56379	11	International Students	Chen Longhua Inc.	Other Supplies	1,000.00
P56381	12	Dean Of Faculty	C I Host	Other Services	4,500.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
8/30/04 thru 9/24/04

PO#	Fund	Department	Vendor	Description	Amount
P56385	12	Dean Of Education - ECS	Gateway 2000 Major Accts.,Inc.	Equip Additional \$200-\$4999	1,744.47
P56392	11	Physical Education	Gateway 2000 Major Accts.,Inc.	Computer Equip Additional \$200-\$4999	2,667.89
P56397	11	International Students	AMINEF	Advertising	1,015.00
P56398	11	Facilities - Dental Hygiene	AMP Mechanical, Inc.	Remodel Projects	5,925.00
P56403	11	Performance Riverside	Amlon Ticket	Other Supplies	1,522.50
P56409	11	Student Services	Riverside Youth Action Office	Other Services	5,000.00
P56411	11	Performing Arts	JW Pepper & Son, Inc.	Instructional Supplies	1,000.00
P56412	11	Natural (Life) Science	Fisher Scientific	Instructional Supplies	7,052.65
P56415	11	Physics	Sargent-Welch	Instructional Supplies	1807.67
P56418	12	Grants Department - Title V - Riverside	Weaver Instructional System	Computer Software License Agreement	30,000.00
P56419	11	Facilities	Information Technology Solutions	Consultants	2,995.00
P56428	11	Police Academy	Riverside County Sheriffs Department	Rents And Leases	315,000.00
P56433	11	Library	Cybered Inc.	Instructional Media Material	1,402.06
P56455	11	Physiology	Ward's Natural Science	Instructional Supplies	1,842.39
P56456	11	Natural (Life) Science	Ward's Natural Science	Instructional Supplies	1,624.67
P56479	11	IS Administration Systems	Datatel, Inc.	Conferences	8,400.00
P56487	11	Performance Riverside	Royal Plywood Company	Repair - Parts	1,969.50
P56491	11	IS Administration Systems	Kile, Rick	Conferences	1,162.99
P56499	12	Instructional Support- VTEA State Lead	Crafton Hills College	Other Services	1,628.00
P56500	12	Instructional Support- VTEA State Lead	Mt. San Jacinto Community College	Other Services	2,500.00
P56507	11	Open Campus-Community Educ. Classes	Retzer, Greg	Other	2,000.00
P56511	11	IS Network Systems	Novell, Inc.	Consultants	4,275.00
P56513	11	IS Network Systems	Microsoft	Consultants	1,225.00
P56520	11	International Students	AACC	Advertising	2,500.00
P56528	11	International Students	Hobsons, Inc.	Advertising	16,000.00
P56529	12	Art	Troxell Communications	Equip Additional \$200-\$4999	2,072.03
P56539	41	Riverside - MLK Remodel Construction	John R. Byerly, Inc.	Testing	3,556.00
P56540	11	Admissions & Records	AACRAO	Memberships	1,424.00
P56545	11	Dramatic Arts	Fender Museum Of The Arts	Rents And Leases	8,300.00
P56546	11	Open Campus-Community Educ. Classes	Notary Public Seminars, Inc.	Other	8,000.00
P56548	11	Dance Concerts & Festivals	Performance Wear	Other Services	4,000.00
P56555	11	Performing Arts	JW Pepper & Son, Inc.	Instructional Supplies	1,000.00
P56558	11	Library	OCLC, Inc	Other Services	8,357.00



Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
8/30/04 thru 9/24/04

Backup IV-A-2  
October 19, 2004  
Page 4 of 6

PO#	Fund	Department	Vendor	Description	Amount
P56560	33	Child Development Center	Terminix	Other Services	2,160.00
P56569	11	Dance	Balanced Body Inc.	Instructional Supplies	1,000.00
P56573	11	Performance Riverside	Tears Of Joy Theatre	Rents And Leases	7,500.00
P56574	11	Performance Riverside	California Theatre Center	Rents And Leases	7,500.00
P56578	11	Performance Riverside	Pacer Global Logistics	Rents And Leases	5,000.00
P56583	12	Instructional Support - VTEA State Lead	Crafton Hills College	Other Services	11,240.00
P56584	12	Instructional Support - VTEA State Lead	Chaffey College	Other Services	5,880.00
P56585	12	Instructional Support - VTEA State Lead	Chaffey College	Other Services	7,500.00
P56586	12	Instructional Support - VTEA State Lead	College Of The Desert	Other Services	1,925.00
P56587	12	Instructional Support - VTEA State Lead	Coast Community College District	Other Services	10,000.00
P56588	12	Instructional Support - VTEA State Lead	Mt. San Jacinto Community College	Other Services	6,600.00
P56589	12	Instructional Support - VTEA State Lead	Doral Palm Springs Resort	Other Services	10,000.00
P56599	11	Administrative Support Center	Synergistic Mailing Services	Postage	5,769.37
P56600	11	Public Affairs & Institutional Advancement	KOLA/KCAL	Advertising	3,350.00
P56603	11	President's Office	Leadership Riverside	Memberships	1,000.00
P56609	11	Public Affairs & Institutional Advancement	KGGI	Advertising	6,750.00
P56614	11	Natural (Life) Science	ED Service	Repairs - Parts	1,800.00
P56621	11	Culinary Arts	Industrial Electric Service	Repairs - Parts	3,456.00
P56625	12	Dental Hygiene	Reliable Office Solutions	Equip Additional \$200-\$4999	5,654.22
P56628	12	Dental Hygiene	Kilgore International, Inc.	Equip Additional \$200-\$4999	2,998.90
P56629	12	CITD - Grant	American Express	Conferences	1,909.11
P56631	12	CITD - Grant	Bramucci, Robert	Conferences	1,000.00
P56632	12	CITD - Grant	Bramucci, Robert	Conferences	2,030.89
P56642	11	Middle College High School	OCE-USA, Inc.	Repairs - Parts	3,376.36
P56645	61	Risk Management	Pala Fire Department	Damage Personal Property	1,813.96
P56656	11	IS Network Systems	AMP Mechanical, Inc.	Other Services	1,050.00
P56658	11	Intercollegiate Athletics	Osborne Innovative Products	Equip Additional \$200-\$4999	1,560.06
P56668	12	Nursing, R.N. - VTEA Title I-C	Lacava, Wilma	Conferences	1,092.93
P56669	11	Model United Nations	Haghighat, Dariush	Conferences	9,065.74
P56683	11	Open Campus-Community Educ. Classes	August Enterprises, Inc.	Computer Software License Agreement	27,500.00
P56686	11	Emergency Medical Technology	Marsh Affinity Group Service	Liability Insurance	19,365.00
P56687	11	Administration & Finance	Press Enterprise	Advertising	1,000.00
P56688	12	Instructional Support - VTEA State Lead	Riverside Marriott	Other Services	1,800.00

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
8/30/04 thru 9/24/04

PO#	Fund	Department	Vendor	Description	Amount
P56692	12	Disabled Students Program & Services	AOCcommunications	Equip Additional \$200-\$4999	1,044.23
P56700	33	Child Development Center	US Food Service	Paper Products	2,000.00
P56706	12	Instructional Support - VTEA State Lead	Cerro Coso Community College	Other Services	1,005.00
P56708	11	Voice Communication Services	AO Communications	Other Supplies	16,639.65
P56710	41	Child Development Centers - Norco	CM School Supply Company	Equip Additional \$200-\$4999	1,224.47
P56714	11	Voice Communication Services	S. K. Telecon, Inc.	Repairs - Parts	10,000.00
P56715	11	Custodial Services	Waxie Sanitary Supplies	Custodial Supplies	7,476.64
P56726	41	Child Development Centers - Norco	Community Care Licensing	Other	1,200.00
P56728	11	Dramatic Arts	Inmark-Precision Signs	Advertising	1,500.00
P56731	11	Chemistry	Flinn Scientific Inc.	Instructional Supplies	1,083.21
P56733	11	Library	ADT Security	Other Services	6,600.00
P56734	11	Library	Innovative Interfaces, Inc.	Other Services	22,540.00
P56738	12	Disabled Students Program & Services	Reynolds, Joseph	Conferences	1,255.00
P56740	12	Dean Of Education - Americorp	Walker Enterprises	Other Supplies	1,619.75

Purchase Order and Warrant Report - All District Funds  
Purchase Orders \$1000 and over  
8/30/04 thru 9/24/04

PO#	Fund	Department	Vendor	Description	Amount
<b>Purchase Order Additions to Approved/Ratified Purchase Orders of \$1,000.00 and over</b>					
P50019	11	Facilities Planning - Quad Remodel	Keith Francis & Company, Inc.	Other	11,000.00
P54569	41	Norco Campus - ECS Construction	S. K. Telecon, Inc.	Fixtures & Fixed Equipment	1,280.00
P54763	11	Custodial Services	National Sanitary Supplies Co.	Custodial Supplies	2,336.42
P54763	11	Custodial Services	Unisource Worldwide, Inc.	Custodial Supplies	3,000.00
P54916	11	Intercollegiate Athletics	Hydro-Scape Products, Inc.	Grounds/Garden Supplies	2,000.00
P55448	11	Provost - Moreno Valley	OCE-USA, Inc.	Rents And Leases	36,276.00
P55750	12	EOPS - Category B	Barnes & Noble	Book Grants	158,900.00
P55758	11	Performing Arts	Shattinger Music	Instructional Supplies	2,000.00
P55802	11	IS Network Systems	CDW-G	Computer Software Maint/License	1,909.37
P56016	12	Grants Department - Gear Up	Riverside Unified School District	Other Services	340,347.00
P56017	12	Grants Department - Gear Up	Alvord Unified School District	Other Services	191,713.00
P56105	11	Purchasing	D & D Security Enterprises LP	Purchase/Cost Of Goods Sold	3,469.19
P56145	12	Student Services - Upward Bound Trio	Office Depot	Equip Replacement \$200-\$4999	1,562.45
Subtotal (pages 1-5).....					2,012,105.93
Subtotal (page 6).....					755,793.43
Purchase Orders \$1,000 and over .....					2,767,899.36
Purchase Orders under \$1,000.....					125,976.39
Grand Total.....					2,893,875.75

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: IV-A-3

Date: October 19, 2004

Subject: Annuities

Background: The staff listed on the attached report have requested that their employment contracts be changed to reflect adjustment to their annuities.

Recommended Action: It is recommended that the board of Trustees approve Amendment to Employment Contracts and terminations as per attached list.

Salvatore G. Rotella  
President

Prepared by: Ed Godwin  
Risk Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FOUNDATION

Report No.: IV-A-6

Date: October 19, 2004

Subject: Donations

Background: The Riverside Community College District Foundation, a not-for-profit organization, encourages and regularly receives donations to be used for programs and projects of the District. In accordance with Board Policy and Regulations 6140, acceptance of such gifts by the District requires Board approval.

Recommended Action: It is recommended that the Board of Trustees accept the following donated items.

Description

Donor

Contributed to the College's Library/Learning Resources Center

May Paquette  
6803 Ranchgrove Road  
Riverside, CA 92506

18 new books

Contributed to the College's Library/Learning Resources Center

Toni Britt  
2930 Sandberg Street  
Riverside, CA 92506

1 new book

Salvatore G. Rotella  
President

Prepared by: Amy C. Cardullo  
Director, RCC Foundation and Alumni Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PRESIDENT'S OFFICE

Report No.: IV-A-7

Date: October 19, 2004

Subject: Out-of-State Travel

Board Policy 7011 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles;

It is recommended that out-of-state travel be granted to:

- 1) Dr. Sharon Crasnow, associate professor, philosophy, Norco Campus, to travel to Seattle, Washington, November 5-7, 2004, to attend the Feminist Epistemologies, Methodologies, Metaphysics and Science Studies Conference. Estimated cost: \$368.15. Funding source: the general fund.
- 2) Dr. Sharon Crasnow, associate professor, philosophy, Norco Campus, to travel to Austin, Texas, November 17-21, 2004, to attend a Philosophy of Science Association meeting. Estimated cost: \$555.00. Funding source: to be paid by the employee.
- 3) Ms. Danette Gandy, assistant professor/physician assistant, Moreno Valley Campus, to travel to Nashville, Tennessee, November 3-6, 2004, to attend the Association of Physician Assistants Program. Estimated cost: \$961.40. Funding source: the general fund.
- 4) Dr. Lyn Greene, associate dean, government relations, to travel to New Orleans, Louisiana, December 8-12, 2004, to attend the 2004 State Relations Conference – Mobilizing Strategic Coalitions. Estimated cost: \$1,682.50. Funding source: the general fund.
- 5) Ms. Rhonda Hamerslaugh, instructor, dental hygiene program, March Education Center, to travel to Chicago, Illinois, October 29-31, to attend a Seminar on Evidenced-Based Dentistry. Estimated cost: \$402.00. Funding source: Vocational and Technical Education Act 1-B State Leadership grant funds.
- 6) Dr. Irving Hendrick, dean of education, school of education, to travel to Washington, DC, November 2-7, 2004, to attend the Fund for the Improvement of Postsecondary Education Directors Meeting. Estimated cost: \$2,296.05. Funding source: the Fund for the Improvement of Postsecondary Education grant.
- 7) At the meeting of August 10, 2004, the Board approved out-of-state travel for Ms. Marilyn Jacobsen, director, center for international students and programs, to travel to Warsaw, Poland; Sofia, Bulgaria; Stockholm, Sweden; and Istanbul, Turkey, October 5-20, 2004, to attend American Association of Community Colleges' Recruitment Trip to Europe. Estimated cost: \$9,568.00. Funding source: the general fund/International Student fees. Because of a calculation error on the original Travel Request form, the cost of the trip has increased to \$11,981.00.
- 8) Ms. Jodi Julian, assistant professor, theater arts, and Mr. David Nelson, theatre arts, to travel to New York City, New York, December 26, 2004–January 2, 2005, to accompany 20 students attending Break-Away Tours. There is no cost to the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PRESIDENT'S OFFICE

Report No.: IV-A-7

Date: October 19, 2004

Subject: Out-of-State Travel (continued)

- 9) Mr. Stephen Kennedy, instructor, automotive technology, to travel to Irving, Texas, November 14-17, 2004, to attend the 2004 International Association General Motors Automotive Service Education Program. Estimated cost: \$1,200.00. Funding source: the general fund.
- 10) Mr. Kevin Lee, applications support technician, information services, to travel to Glendale, Arizona, November 10, 2004, to return Title IV funds and analyze data. Estimated cost: \$216.72. Funding source:
- 11) Ms. Donna Lesser, director, dental hygiene program, to travel to Chicago, Illinois, October 29-31, 2004, to attend the Seminar on Evidenced-Based Dentistry. Estimated cost: \$812.00. Funding source: Vocational and Technical Education Act 1-B State Leadership grant funds.
- 12) Mr. Gary Locke, associate professor, music, and Mrs. Sheila Locke, music specialist, to travel to Honolulu, Hawaii, November 7-10, 2004, to attend the Rainbow Invitational Marching Band Festival. There is no cost to the District.
- 13) Dr. Chris Nollette, emergency medical services instructor/paramedic program director, to travel to Colorado Springs, Colorado, October 11-14, 2004, to attend the Homeland Security Defense Education Consortium. Estimated cost: \$1,136.80. Funding source: the general fund.
- 14) Dr. Carolyn Quin, interim dean, Riverside School for the Arts, to travel to Asheville, North Carolina, November 4-6, 2004, to attend the Community Colleges and Creative Economics: A New Design Conference. Estimated cost: \$1,122.00. Funding source: Riverside School for the Arts grant funds.
- 15) President Salvatore Rotella to travel to Florence, Italy, November 4-14, 2004, to participate in the International Study Abroad Program. Estimated cost: \$2,150.00. (Approximately \$900.00 of the air fare will be reimbursed to the District by the Centers for Academic Programs Abroad) Funding source: the general fund.
- 16) Ms. Janice Schall, associate professor, sociology/coordinator, international education, to travel to Florence, Italy, for evaluation and contract development for the Fall Study Abroad Program, and to Prague, Czech Republic, for contract development for the summer program, November 5-20, 2004. Estimated cost: \$4,442.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PRESIDENT'S OFFICE

Report No.: IV-A-7

Date: October 19, 2004

Subject: Out-of-State Travel (continued)

- 17) Dr. William Vincent, associate dean, public safety and education training, to travel to Colorado Springs, Colorado, October 11-14, 2004, to attend the Homeland Security Defense Education Consortium. Estimated cost: \$1,004.32. Funding source: the general fund.

Salvatore G. Rotella  
President

Prepared by: Michelle Haeckel  
Administrative Secretary III



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: IV-A-8-a

Date: October 19, 2004

Subject: Service Agreement with Innovative Interfaces

Background: Attached for the Board's review and ratification is a continuing service agreement between Riverside Community College District and Innovative Interfaces to provide maintenance service on INNOPAC hardware and software equipment in the Digital Library. Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used is sufficient and/or compatible with the requirements of the new release. Services will be provided 24 hours a day, 7 days a week. The term of the agreement is July 1, 2004 through June 30, 2005 and includes a service fee of \$36,816. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the service agreement between Riverside Community College District and Innovative Interfaces and authorize the Vice President, Administration and Finance, to sign the contract. The term of the agreement is July 1, 2004 through June 30, 2005 and includes a fee of \$36,816.

Salvatore G. Rotella  
President

Prepared by: Sylvia Thomas  
Associate Vice President Instruction

**INNOVATIVE**  
i n t e r f a c e s

**HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT**

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware), and the B321 barcode reader if applicable.
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period July 1, 2004 through June 30, 2005 at \$36,816 per annum<sup>1</sup>, in advance. If the Library chooses to pay semi-annually, quarterly or monthly, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:
- |                       |     |
|-----------------------|-----|
| Payment Semi-annually | 3%  |
| Payment Quarterly     | 5%  |
| Payment Monthly       | 10% |
- d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount, or the increase in the annual Consumer Price Index (CPI) for the San Francisco Bay Area, whichever is less. Thereafter, such maintenance may be continued, by mutual consent, at a cost to be negotiated.
- e) The Library must provide direct network internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services delay due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified 90 days prior to the annual maintenance renewal date.


**RIVERSIDE COMMUNITY COLLEGE  
MARTIN LUTHER KING, JR. LIBRARY**

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

Name:  
Title:

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

**INNOVATIVE INTERFACES, INC.**

By:   
Name: Arlene Debergue  
Title: Customer Accounts  
Date: June 16, 2004

<sup>1</sup> This amount is excluded of taxes. The Library will be responsible for all applicable taxes.

**INNOVATIVE**  
i n t e r f a c e s

**MILLENNIUM MAINTENANCE PRICE QUOTATION** *for*  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**MARTIN LUTHER KING, JR. LIBRARY**

June 16, 2004

Re: P44787 Renewal

Maintenance for the Annual period  
*July 1, 2004 through June 30, 2005*

TOTAL: \$36,816

*ent*  
*7/6/04*

This information is confidential between Riverside Community College District and Innovative Interfaces, Inc..

*Arlene Debergue*

Arlene Debergue  
Sr. Customer Accounts

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: IV-A-8-b

Date: October 19, 2004

Subject: Service Agreement with Hewlett Packard

Background: Attached for the Board's review and ratification is a continuing service agreement between Riverside Community College District and Hewlett Packard to provide maintenance service on Compac Proliant 7000 and Compac Proliant DL380 equipment in the Digital Library. The term of the agreement is July 1, 2004 through June 30, 2005 and includes a service fee of \$2,400. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the service agreement between Riverside Community College District and Hewlett Packard and authorize the Vice President, Administration and Finance, to sign the contract. The term of the agreement is July 1, 2004 through June 30, 2005 and includes a fee of \$2,400.

Salvatore G. Rotella  
President

Prepared by: Sylvia Thomas  
Associate Vice President Instruction





Compaq Computer Corporation is a wholly-owned subsidiary of Hewlett-Packard Company

**SERVICE AGREEMENT**

PAGE 1 OF 1

<b>Customer Name:</b>  RIVERSIDE COMMUNITY COLLEGE LIBRARY/LEARNING RESOURCES 4800 MAGNOLIA AVE RIVERSIDE, CA 92506  Contact: ACCOUNTS PAYABLE Telephone: 909-222-8660  Exempt: NO Tax Exempt No:  Master Agreement No: 90-00151	<b>Equipment Location:</b> RIVERSIDE COMMUNITY COLLEGE  4800 MAGNOLIA AVE RIVERSIDE, CA 92506 Contact: ERNIE ARELLANES Telephone: 909-222-8000 Ext. 4248  <b>HP Service Office Location:</b> 8577 HAVEN AVE SUITE 101 RANCHO CUCAMONGA, CA 91730 Contact: KATHRYN MCDOW For Agreement Questions, Call: 505-823-6103 For Service, Call: 800-354-9000	Service Agreement No: 02055452D 90-00151 Agreement P.O. Number: . Agreement Term: From 01-JUL-04 Thru 30-JUN-05 * Invoice Frequency: 1 Per Contract Type: 4 EDI: N Commencement Date: 01-OCT-02 Credit Card: N Transaction: Annual Rev, Add Sys, Hdr Chg  <b>TOTAL MONTHLY CHARGE: \$221.85</b>
If issued as a Quotation, the prices indicated will be honored through  Upon execution of this Service Agreement by both parties, the parties agree that the Services(s) will be provided at the Monthly Price(s) indicated. The sole terms governing this Quotation or Service Agreement are those of (a) any Master Agreement referenced above, or HP's U.S. Standard Terms, and the applicable Service Descriptions and Addenda (these documents are available upon request), and (b) any Terms listed below.	<b>CUSTOMER:</b>  _____ Name  _____ By Authorized Representative Date  _____ Printed Authorized Representative	<b>HEWLETT-PACKARD COMPANY:</b>  _____ By Authorized Representative Date  _____ Printed Authorized Representative <b>Multivendor Cust Services, 847-781-6563 20-MAY-04</b> Prepared/Initiated By Date

Line Item	Model No.	Ser/Serv ID	Description/Location/Adjustment	Eff Date	Service Level	M-F Sa Su R Exmpt	Qty	Unit Price	Monthly Price
			Although charges reflected on this service agreement are monthly, invoicing will occur once for the Agreement Term. Invoice amounts may vary based on contract changes and their effective dates.						
			Services will be provided through 30-JUN-05						
1.000	FS-CPQ05-12		COMPAQ PROLIANT 7000 D932CPK1A043	01-JUL-04	Basic Service	09 00 00	1	293.00	\$293.00
+ 2.000	FS-CPQ05-AH		COMPAQ PROLIANT D1380 D120FSB1K188	01-NOV-04	Basic Service	09 00 00	1	87.00	\$87.00
+ 3.000	FS-CPQ06-1A		COMPAQ Proliant DL360 6U19FXK1A0GF	01-NOV-04	Basic Service	09 00 00	1	55.00	\$55.00
			*** UNADJUSTED MONTHLY CHARGE 49.00% ALLOWANCE/XA	01-JUL-04					\$435.00
			*** ADJUSTED MONTHLY CHARGE						\$213.15
			A 3% Prepayment Discount will be applied to the net charge of eligible line items at the time of invoicing.						\$221.85
			Total Annual Charge \$2662.20						

✓ *[Signature]*  
9/16/04

Backup IV-A-8-b  
October 19, 2004  
Page 1 of 1

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-a

Date: October 19, 2004

Subject: Subcontractor Agreement with California Manufacturing Technology Consulting (CMTC)

Background: California Manufacturing Technology Consulting (CMTC) holds an Employment Training Panel (ETP) contract with the State of California to provide manufacturing related training. The CMTC wishes to subcontract with Riverside Community College District to provide manufacturing experts to conduct training classes at manufacturing plants in the region. The amount of the subcontract shall not exceed \$200,000 during the period of September 6, 2004, through September 5, 2006. CMTC will reimburse the District for conducting any training classes within 30 days of being invoiced for the service.

The contract was reviewed by Robert Bramucci, Dean of Open Campus, Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement that the Vice President, Administration and Finance, has signed on September 3, 2004, between the CMTC and the District in which the District will provide training classes and be reimbursed for this service through ETP training funds in an amount not to exceed \$200,000.

Salvatore G. Rotella  
President

Prepared by: Henry Rogers, Director  
Center for Applied Competitive Technologies

**SUBCONTRACTOR AGREEMENT**  
Related to CMTC 6 / ETP Contract ET05-0159

1. **Parties and Term:** The Agreement is by and between **California Manufacturing Technology Consulting** (hereafter CMTC or Contractor) and **Riverside Community College District** (hereafter Subcontractor). The term of this agreement is 09/06/04 through 09/05/06 and is between the Employment Training Panel (hereafter ETP) and CMTC.
2. **Performance:** All performance for ETP-funded services under this Agreement shall be performed within the term of the ETP Agreement.
3. **Consideration:** CMTC shall reimburse Subcontractor in an amount not to exceed **\$200,000.00** and determined by actual performance for services rendered. The terms and conditions for earning funds under this Agreement and the payment of funds are contained in Payment Terms.
4. **Termination:** Either party may terminate the Agreement by giving written notice to the other party at least thirty-days (30) prior to the effective termination date.
5. **Payment Terms:** All payments to the Subcontractor shall be made as set forth in the CMTC Purchase Order issued for each training engagement. CMTC shall reimburse the Subcontractor within thirty-days (30) after receipt of invoice from Subcontractor. All payments to the Subcontractor shall be performance-based and final payments for services rendered under this Subcontract shall not be earned until Subcontractor has delivered 100% of the training and CMTC has received completed ETP Rosters.
6. **Employment Training Panel:**
  - (a) ETP is not a party to this Agreement nor is Subcontractor beneficiary in any way under the Agreement between ETP and Contractor. ETP shall not be obligated in any manner to the Subcontractor for any liability to Subcontractor that might arise out of this Agreement. No third party relationship is intended or created between any Subcontractor and ETP.
  - (b) ETP, or its authorized representative, upon reasonable notice, shall have the right, during normal business hours, to examine and audit any and all records, books, papers, and documents related to the conduct of the training or services provide to the Contractor by the Subcontractor to the extent ETP believes necessary to assure compliance with the ETP Agreement. Contractor shall ensure that ETP has access to all subcontracts and other records that adequately identify the hours and types of training or services provided to the Contractor by the Subcontractor and the number of Subcontractor personnel involved in this work. Upon prior reasonable notice from ETP, Contractor shall provide ETP with copies of any subcontracts.

**SUBCONTRACTOR AGREEMENT**  
Related to CMTC 6 / ETP Contract ET05-0159

- (c) ETP, or its authorized representative, shall have the right, during normal business hours, to freely observe and monitor all performance under this Agreement, including interviews with trainees and employees without the presence of the Subcontractor.
- (d) All finished or unfinished documents, data, studies, and reports prepared by the Subcontractor for the Contractor shall be disposed of under the direction of the Contractor and ETP.
- (e) Records must be kept for a period of no less than four (4) years from the termination date of the ETP Agreement or three (3) years after final payment under the ETP Agreement, whichever is later.
- (f) **Indemnification**: To the extent permitted by law, Subcontractor agrees to indemnify, defend and hold harmless the Contractor and ETP and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Subcontractor during the Agreement term.”
- (g) **Nondiscrimination Clause**: During the Performance of any subcontract, Subcontractor and any of its 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, age, marital status, and denial of family care leave. Contractor and its Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and 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.
- (h) This Agreement shall be governed by the laws of the State of California. Subcontractor has reviewed the terms and conditions contained in the ETP Agreement and agrees to comply with applicable provisions.



**SUBCONTRACTOR AGREEMENT**

Related to CMTC 6 / ETP Contract ET05-0159

- (i) This Agreement is effective only if the Agreement between the Employment Training Panel and the Contractor is executed.

**SUBCONTRACTOR AGREEMENT**  
Related to CMTC 6 / ETP Contract ET05-0159

**Exhibit A**

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

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

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

**Approved for Subcontractor:**

**Approved for Contractor:**

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

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

\_\_\_\_\_  
(Type Name)

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

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Telephone)

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

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

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

\_\_\_\_\_  
(Street Address)

**1149 West 190<sup>th</sup> Street, Suite 2014**  
\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

**Gardena, CA 90248-4334**  
\_\_\_\_\_  
(City, State, Zip)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-b

Date: October 19, 2004

Subject: University of California, Riverside, Extension Center Agreement.

Background: Each year, the Procurement Assistance Center sponsors a one-day Veteran Business Owners Conference, as part of the outreach required by the Defense Logistics Agency Grant. The event will be held at the University of California, Riverside, Extension Center Facility on November 3, 2004. This is a very high-profile event that includes participants from many Federal Government Agencies and large Defense Contractors, as well as representatives from the California Department of General Services. The term of the contract is for one day on November 3, 2004 and the fee for the facility use is \$3,900.00.

Reciprocal Indemnification and Insurance Language is substituted for the District Indemnification and Insurance requirement. The procurement outreach event for veteran business owners is deemed to be a low-risk activity.

This contract/agreement has been reviewed by Bob Bramucci, Dean, Open Campus, Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Manager. Funding Source: Defense Logistics Agency Grant Funds.

Recommended Action: It is recommended that the Board of Trustees waive the Board specifications that require the University of California, Riverside to hold the District harmless and indemnify the District for any claims arising from the operation of the contract and waive the Board Specifications that require the University of California, Riverside to name the District as an additional insured on their liability insurance and substitute Reciprocal Indemnification and Insurance Language.

It is further recommended that the Board of Trustees approve the agreement, as written and modified, with the University of California, Riverside for the use of their conference facilities on University Avenue, Riverside and authorize the Vice President, Administration and Finance to sign the agreement for the use of the University of California, Riverside, Extension Center facilities on November 3, 2004. The usage fee shall be \$3,900.00.

Salvatore G. Rotella  
President

Prepared by: Bob Truex  
Director, Procurement Assistance Center

## Letter of Confirmation/Contract

UCR Extension  
Conference Services  
1200 University Ave.  
Riverside, CA. 92507-4596  
(951) 827-1741

### Event # E3248T

Event Title: Veteran's Summit  
Contact Person: Bob Truex  
Organization Name: Procurement Assistance Center (PAC)  
Phone Number (951) 571-6472 Fax Number (951) 663-1051  
E-Mail Bob.Truex@rcc.edu  
Mailing Address: Riverside Community College District (RCCD), 14745 Riverside  
Drive, Riverside, CA 92518

*This letter is to confirm your meeting which will be held at the UCR Extension Center. Please sign and return to confirm this booking.*

Day & Date: 11/3/2004 Room Reservation Times: 6:30 AM to 3:00 PM Number of Attendees: 250 Event Start Time: 7:00 AM  
Room Assigned: Rooms A, B, C, D & E and Suites 2 & 4  
Room Configuration: Room A – D, special room set (tables around perimeter of room with two rows down center) approx 60 tables, Room E: theatre for 150, Coffee in alcove, regular table on patio. Suites 2 & 4: Classroom seating.

Audio Visual Equipment Requested: Internet connection w/ PC w/pwpt in one Conf Room; Suite 4: Internet connection, PC w/pwpt, LCD, screen; Conf E: PC w pwpt, LCD.

Catering Arrangements: Please make all catering arrangements with Toby Bushee in Sodexho at 787-3613.

Parking Arrangement: Attendees will pay for their own parking.

Conferencing Notes: Room cost below includes catering cost of "Basic Continental" + 2 refills for 250 attendees for a total of \$1,500.00. Suite 4: \$175 for AV, Conf E: \$125 for AV, Conf room: \$100 for AV for a total of \$400.00.

Room Cost: \$3,500; AV Cost \$400; Parking Cost: none; Total Estimate \$3,900.00

By signing this letter of Confirmation, I accept the above mentioned room, audio visual, and parking cost/arrangements. I understand that all parking, catering, and other charges will be added to the final billing as they are incurred. I further acknowledge that I have the authority and accept full responsibility for this event.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**General Terms and Conditions**  
**University of California, Riverside**  
**Extension Center**  
1200 University Ave.  
Riverside, CA 92507

**Services**

**Parking:** **Parking permits are required at all times for all vehicles parked on campus.** You may arrange for parking services through your Conference Coordinator. Parking spaces on campus are limited and available on a first come, first served basis, so please order your parking as early as possible, but no later than one week prior to the conference start date. The organization will be billed at a daily rate per vehicle.

Vehicles not visibly displaying parking permits, parked illegally, or parked in a location not designated on the permit are subject to ticketing and towing in accordance with the California Vehicle Code and University of California, Riverside parking policies. The Conferencing Office will not be responsible for any violations or fines. Inquires may be directed to Extension Parking Services at (951) 827-1612.

**Telephones:** Public telephones are located in the main lobby.

**Meeting Rooms:** Please make arrangements for all meeting rooms through the Conferencing Office no later than 30 days prior to the event. Space is limited and available on a first come, first served basis. Rates for meeting room rental and set-up can be obtained from the Conference Coordinator and will be detailed in your **UCR Extension Conference Confirmation Letter and Billing Detail**.

Should you need to cancel a meeting room reservation, inform the Conference Office no later than **14 days** prior to the event in order to avoid cancellation fees. University Extension reserves the right to assess cancellation fees for cancellations received after this deadline. Cancellations received within 48 hours of event may be assessed a room rental and set-up charge.

**Audio/Visual:** The Conferencing Office can provide standard audio/visual equipment. Please contact your Conference Coordinator no later than **7 days** prior to the event start date to make arrangements. Additional audio/visual equipment can be arranged at an additional rental/set-up charge, which will be detailed in your **UCR Extension Conference Confirmation Letter and Billing Detail**

**Food Service**

**Sodexo Catering:** Sodexo Catering is a full service caterer and can provide food and a theme for your event. Room set-up for catered events must be arranged through the Conference Coordinator.

A Sodexho Catering menu should have been provided to you. Please contact your Conference Coordinator if you have not received yours. Sodexho Catering services should be ordered a minimum of **14 days** in advance of the event. Please check your Sodexho Catering menu for other catering policies.

Please contact your Conference Coordinator if you are planning to serve alcohol at any events. Alcoholic beverages may be served in accordance with Federal, State and local laws or ordinances and University of California policies and guidelines. Further regulations regarding alcoholic beverages must be obtained from the Conference Office prior to the event.

### **Planning**

**Requested Services:** Following the Conference Office's receipt of this agreement, signed by the organization contact, your Conference Coordinator will issue a **Requested Services Form**. This document will itemize services to be provided by University Extension, including, but not limited to parking permits, meeting rooms, audio/visual equipment, telephone installation and Sodexho Catering services. The **Requested Services Form** shall become a part of this agreement.

**Materials:** The Organization contact will need to inform the Conference Office of any materials being shipped to the Extension Center in order to coordinate their receipt. The Organization contact should arrange for delivery of program items to the conference site and for the return shipping of any surplus materials. Due to storage limitations, the Conference Office will not accept delivery until the day prior to the start of the event. The Conference Office reserves the right to discard any materials not removed within three working days after the close of the event.

Organizations using the conference facility may not distribute literature and relevant conference materials within the conference facility without prior approval from the Conference Office.

Selling of materials during the event is prohibited without prior approval from the Conference Office.

### **Supervisions**

**Of Participants:** The Organization shall adequately supervise person(s) associated with the event during the period covered by this agreement. The Organization and its participants shall abide by Federal, State and local laws or ordinances and University of California policies concerning the possession and consumption of alcoholic beverages at the University Extension Center.

The Conference Office may request additional supervision at its discretion. If the Organization does not provide requested supervision within 48 hours, the Conference Office may provide appropriate services at the expense of the Organization.

**Liability/Insurance:** The Organization using University property accepts full responsibility for its event. This responsibility is not limited to, but shall include, fiscal responsibility for all charges and damages associated with the event.

Insurance naming The Regents of the University of California as additional insured is required for off-campus groups regardless of the event. For an event to be co-sponsored, it must involve extensive department activity, not just proforma sponsorship.

Limits of liability are determined on a case-by-case basis and are dependent upon the amount of risk associated with the activity, program etc.

The Student Services Director, in coordination with the Campus Risk Coordinator, will make all exceptions to the insurance requirements

See attached RECIPROCAL INDEMNIFICATION & INSURANCE LANGUAGE AGREEMENT WITH RIVERSIDE COMMUNITY COLLEGE DISTRICT.

**Pets:** No animals, except guide dogs for the visually impaired, are permitted in the Extension Center.

### **Billing**

#### **Statement of**

**Services Charges:** The Conference Office will mail a statement of charges after the last day that is ordered under this contract. Additional statements may be submitted as appropriate for services that necessitate delayed billing. All payments should be made within **30 days** after the statement date. Any alleged errors must be reported to the Conference Office within **15 days** of the statement date in order to receive consideration for adjustment. After 15 days have elapsed, the Conference Office will assume that the statement is correct and the Organization will be responsible for all charges as billed.

Events scheduled or any part thereof, after normal business hours (10 p.m.) will be assessed an additional charge for after hours staffing and shall not continue past 12 midnight. Clean up must be completed by 12:30 p.m. Failure to evacuate facility will result in additional fees.

**Damages:** The Organization shall be financially responsible for damage to any University property, equipment or facilities, which occurs as a result of use or occupation in connection with the event. The Organization shall make no alterations improvements or additions to the premises without prior consent of the Conference Office, including but not limited to:

1. Posting of any materials on painted surfaces.
2. Abuse of fire equipment.

### **Indemnification**

**Indemnification:** The Organization shall defend, indemnify and hold the University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Organization, its officers, agents, or employees. This clause modified by attached RECIPROCAL INDEMNIFICATION & INSURANCE LANGUAGE AGREEMENT WITH RIVERSIDE COMMUNITY COLLEGE DISTRICT.

**Americans With**

**Disabilities Act:** The University intends to ensure that people with disabilities have access to participate fully in seminars and training events in which we are involved. Therefore, the Organization will be responsible for notifying registrants of their need to identify in advance any accommodation needs or requests. The costs of special services such as the provision of a sign language interpreter will be the responsibility of the Organization.

**Unforeseen**

**Circumstances:** If the Conference Office is unable to perform under the terms of this contract by reason of accident, labor dispute, sickness or death of key personnel, energy shortage, or in the event the premises are destroyed or rendered unusable or unsafe by fire, storm, earthquake, or other causality, the Conference Office shall not be liable under this contract and the Organization's deposit and prepayment, if any, shall be returned.

**Relationship**

**Between Parties:** These Terms and Conditions shall not create a principal-agent partnership, joint venture, employment relationship between the Organization and Conference and Event Management.

**Successors:** This agreement shall be binding upon and insure to the benefit of the parties and their respective heirs, and administrators, successors and assigns.

**Additions and**

**Amendments:** This agreement and all additions to and amendments of, will be signed by agents empowered to contract for both parties and attached to the original agreement.

**Cancellation**

A. University Extension shall have the right to revoke permission of use of the conference facility at any time when it is deemed in the best interest of University Extension.

B. All individuals, groups or organizations, in their use of University Extension, shall comply with all applicable laws, rules and regulations. Any use contrary to or in violation of any law and/or University policy shall be grounds for cancellation or the agreement and for removing users from the premises, and may bar such individuals, groups or organizations from further use.

C. University Extension reserves the right to cancel this Agreement when the use of the facilities or conduct of the Organization is contrary to public health, safety or contrary to law or to University policies and procedures.

D. University Extension reserves the right to terminate this agreement for good cause.

E. The direct supervision of the activity is the responsibility of the Organization sponsoring the activity. Misconduct on the premises will be cause of cancellation of the approval for use.

F. University Extension reserves the right to amend or cancel this agreement due to "in house" events.



G. All cancellations must be submitted 2 weeks prior to the scheduled event. All cancellations must be submitted in writing.

**Miscellaneous**

- A. University Extension reserves the right to re-assign rooms and to impose any additional rules or regulation, whether or not expressly provided herein, which may be necessary for the best interests in the operation of University Extension, and such impositions shall be binding upon the Organization.
- B. University Extension reserves the right to eject from the facility any objectionable person or persons, and neither University Extension nor its employees shall be liable to the Organization for any damages that may be sustained through exercises of such rights.
- C. The Organization shall not permit or allow any persons inside the facility in excess of the established capacity.
- D. The Organization shall keep all exits and entrances, passageways and aisles within and outside the facility; free from obstruction at all times.
- E. The Organization shall not engage an outside contractor to provide services for any event without written consent from the Conference Office.
- F. All materials must meet all Fire Safety Codes. All exhibit plans must be submitted and approved by the Conference Office 14 days prior to the date of the event.
- G. Requests for additional space will be accommodated on a space available basis.
- H.. All decorations provided by the Organization; must be approved by the Conference Coordinator. Glitter, confetti, popcorn or the like are not permitted.
- I. Use of property, including sound amplification equipment, must not interfere with, or inhibit other University functions.
- J. The use of candles or any heating devices or flammable materials is prohibited in all University facilities.
- K. Smoking is prohibited in all University facilities.
- L. Food may not be prepared or cooked in any of the facilities.
- M. Tape, tacks, nails etc. are not allowed in any classroom, suite or conference room.
- N. No event may extend beyond 12 midnight. Clean up must be completed by 12:30 p.m. Failure to evacuate facility will result in additional fees.

**SHOULD THE TERMS AND CONDITIONS STATED IN THE AGREEMENT NOT BE MET PRIOR TO THE COMMENCEMENT OF THE ORGANIZATIONS' EVENT, THIS AGREEMENT BECOMES NULL AND VOID.**

**THIS AGREEMENT MAY BE MODIFIED, OR ANY PROVISION MAY BE WAIVED, ONLY BY WRITTEN CONSENT OF ALL CONCERNED PARTIES.**

**SIGNATURE: BY EXECUTING THIS AGREEMENT, THE SIGNER CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE ORGANIZATION.**

Organization: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (     ) \_\_\_\_\_  
Alternate: (     ) \_\_\_\_\_

***I have read, understand and agree to the General Terms and Conditions stated above as modified by the is attached RECIPROCAL INDEMNIFICATION & INSURANCE LANGUAGE AGREEMENT WITH RIVERSIDE COMMUNITY COLLEGE DISTRICT.***

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

---

**Internal Use Only**

Conference Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

Conference Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Event Number: \_\_\_\_\_ QNEX Company ID: \_\_\_\_\_

*This page to be retained by the Conference Office and added to the Organization's records.*

**RECIPROCAL INDEMNIFICATION & INSURANCE LANGUAGE**  
**AGREEMENT WITH RIVERSIDE COMMUNITY COLLEGE DISTRICT**

I. INDEMNIFICATION

Riverside Community College District ("RCC") shall defend, indemnify and hold The Regents of the University of California ("University"), its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RCC, its officers, agents, or employees.

University shall defend, indemnify and hold RCC, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

II. INSURANCE

A. RCC, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.

It should be expressly understood, however, that the coverages and limits required under this Section II A shall not in any way limit the liability of RCC

The coverages referred to under 1. of this Section II A shall include University as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of RCC, its officers, agents, or employees. RCC, upon the execution of this Agreement, shall furnish with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days

advance written notice to University of any material modifications, change or cancellation of the above insurance coverages.

B. University, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.

It should be expressly understood, however, that the coverages and limits required under this Section II B shall not in any way limit the liability of University.

The coverages referred to under 1. of this Section II B. shall include RCC as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, or employees. University, upon the execution of this Agreement, shall furnish RCC with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to RCC of any material modifications, change or cancellation of the above insurance coverages.

RCC:

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

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

University:

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-c

Date: October 19, 2004

Subject: MOU – San Bernardino Community College District (SBCCD),  
Professional Development Center (PDC) and RCCD, Center for  
International Trade Development (CITD)

Background: The Center for International Trade Development (CITD), hosted by RCCD and grant-funded through the Economic and Workforce Development Program (EWDP) of the California Community Colleges provides international trade and export assistance fully paid for by EWDP to the businesses in the Desert Region. The San Bernardino Community College District, Professional Development Center (PDC) and the CITD agree to forge a partnership to extend CITD export and international trade services to the San Bernardino area through the PDC.

This MOU has been reviewed by Robert Bramucci, Dean of Open Campus and Economic Development; Ed Godwin, Risk Management, and Sylvia Thomas, Associate Vice President of Instruction. Funding Source: No cost to District.

Recommended Action: It is recommended that the Board of Trustees approve the MOU with the PDC (Professional Development Center) to provide international trade services through the PDC in San Bernardino and authorize the Vice President, Administration and Finance, to sign the MOU. There is no cost to the District.

Salvatore G. Rotella  
President

Prepared by: Robert Corona  
Interim Director, Center for International Trade Development



## MEMORANDUM OF UNDERSTANDING

San Bernardino Community College District, PDC  
And  
Riverside Community College District, CITD

This Memorandum of Understanding is made and entered into this day of July 14, 2004, by and between San Bernardino Community College District, hereinafter referred to as SBCCD, and Riverside Community College District, hereinafter referred to as RCCD.

The Professional Development Center (PDC), which is the economic development arm of the SBCCD, envisions the need for providing international trade and export assistance to its business clients in the San Bernardino area. The Center for International Trade Development (CITD), hosted by RCCD and funded through the Economic and Workforce Development Program (EWDP) of the California Community Colleges, provides international trade and export assistance fully paid for by EWDP for the businesses in the Desert Region. The PDC and the CITD agree to forge a partnership to extend CITD export and international trade services to the San Bernardino area through the PDC.

Therefore, the parties hereto agree to the following:

1. The CITD and PDC will jointly offer export and international trade-related workshops and informational seminars at the PDC occasionally or on an "as needed" basis for the businesses in the San Bernardino area.
2. The CITD will offer consulting services at the PDC on a limited basis for the business clients in the San Bernardino area at mutually agreed upon dates and times at no cost to the PDC or SBCCD.
3. Working through the PDC, CITD will assign trainers and consultants to assist the business clients in the San Bernardino area on a limited basis and at no cost to the PDC or SBCCD.
4. PDC will offer classroom space and office space for conducting seminars and workshops on a space available basis at no cost to the CITD or RCCD.
5. This agreement is subject to change by mutual consent of the SBCCD and RCCD.
6. RCCD and SBCCD agree to hold each other harmless from any claim or demand of any kind or nature whatsoever which may be made by any person resulting from the action or inaction of their officers, agents or employees under the terms of this agreement.

7. Either party may terminate this agreement at any time upon a 30 day written notice to the other.
8. This agreement is not assignable without the consent of parties hereto.
9. RCCD and SBCCD shall comply with all applicable federal, state, and local laws and rules regulations and ordinances.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

\_\_\_\_\_  
SBCCD Representative Signature

\_\_\_\_\_  
RCCD Representative Signature

\_\_\_\_\_  
Name of SBCCD Representative

\_\_\_\_\_  
Name of RCCD Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
City, State and Zip Code

Board Approval Date \_\_\_\_\_

Board Approval Date \_\_\_\_\_

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-1-d

Date: October 19, 2004

Subject: Agreement with August Enterprises, Inc.

Background: Presented for the Board's review and consideration is an agreement with August Enterprises Inc, to purchase new registration software for the Community Education program. The software, LLMS (Lifelong Learning Management System) is an interactive, web-based software that allows online registration in a 24/7 format. The software is specifically designed for community education operations to make registration for Community Education classes more accessible (available 24/7) and efficient (reduces the time for each registration). The term of the agreement is September 23, 2004 to September 23, 2005 at a cost of \$20,000 for the purchase of the software and an additional \$7,500 annual subscription fee for its use. Funding Source: Community Education.

The contract was reviewed by Robert Bramucci, Dean of Open Campus, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with August Enterprises for the purchase of the LLMS software at \$20,000 and the annual subscription use fee of \$7,500 for the term of September 23, 2004 to September 23, 2005 and authorize the Vice President, Administration and Finance to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Cyndi Pardee  
Community Education Supervisor  
Dr. Bob Bramucci  
Dean Open Campus



## August Enterprises, Inc.

*promoting businesses on the Internet since 1994*

Voice: (612) 605-1200  
Fax: (928) 222-3757

4050 Olson Memorial Highway  
Suite 245  
Golden Valley, MN 55422

i@auguste.com  
http://auguste.com

### LLMS LICENSE AND SUBSCRIPTION AGREEMENT

#### A. CUSTOMER AND PAYMENT INFORMATION

##### 1. CUSTOMER INFORMATION

COMPANY: Riverside Community College  
CONTACT: Cyndi Pardee, Community Education Supervisor  
ADDRESS: 4800 Magnolia Ave.  
CITY: Riverside STATE: CA ZIP CODE: 92506  
PHONE: (909) 222 8090 FAX: ( ) E-MAIL: Cyndi.Pardee@rcc.edu

##### 2. PAYMENT INFORMATION

LICENSE FEE: \$20,000

PAYMENT DUE WITHIN 15 DAYS UPON EXECUTION OF THIS AGREEMENT IF NO PAYMENT PLAN IN PLACE.

ANNUAL SUBSCRIPTION FEE: \$7,500

FIRST YEAR'S PAYMENT DUE WITHIN 15 DAYS UPON EXECUTION OF THIS AGREEMENT.  
SUBSEQUENT YEARS DUE ON THE ANNIVERSARY DATE OF THIS AGREEMENT.

##### PAYMENT PLAN

DOWN PAYMENT: \_\_\_\_\_

DOWN PAYMENT DUE WITHIN 15 DAYS UPON EXECUTION OF THIS AGREEMENT.

NET FINANCED: \_\_\_\_\_

NUMBER OF YEARS: \_\_\_\_\_

ANNUAL  QUARTERLY PAYMENTS: \_\_\_\_\_

PAYMENTS INCLUDE THE ANNUAL SUBSCRIPTION FEE.  
FIRST PAYMENT DUE WITHIN 15 DAYS UPON EXECUTION OF THIS AGREEMENT.  
SUBSEQUENT YEARS DUE ON THE ANNIVERSARY DATE OF THIS AGREEMENT.  
QUARTERLY PAYMENTS DUE EVERY THIRD MONTH FROM THE DATE OF THIS AGREEMENT.

## LLMS LICENSE AND SUBSCRIPTION AGREEMENT (CONT.)

### B. RECITALS

THIS LICENSE and SUBSCRIPTION AGREEMENT is entered into, by and between AUGUST ENTERPRISES, INC., a Minnesota corporation ("AEI") and the customer referenced in section A (hereinafter "Licensee").

WHEREAS, AEI is a company incorporated in the State of Minnesota which in part develops software,

WHEREAS, AEI has developed or is in the process of developing a Lifelong Learning Management System (hereinafter "LLMS"), which performs a variety of core functions related to the business management of a Lifelong Learning organization,

WHEREAS, Licensee is a company described in Section A, which desires to license the LLMS,

WHEREAS, the parties have agreed that the field of use of the Software licensed through this agreement shall be: the business management of a Lifelong Learning organization,

WHEREAS, the parties have reached an understanding about their respective rights concerning the Software and desire to describe that understanding in this License Agreement,

NOW, THEREFORE, the parties agree as follows:

### C. LICENSE AGREEMENT

1. **Grant of License.** Subject to the terms of this Agreement, AEI grants to Licensee a perpetual non-exclusive license to use the current version of the LLMS by the date of this agreement signed, and associated documentation and technical materials if available. This license also extends to any Upgrades that are released by AEI for the LLMS software. Whether any such upgrades are released, and/or the timing of such upgrades, however, shall remain at the sole discretion and control of AEI.

#### 2. **Ownership of the Software.**

(a) At all times and for all purposes, AEI shall be considered the owner of the LLMS. Nothing contained herein shall be construed as conferring on or assigning to Licensee any title or ownership rights in and to the LLMS. In the event Licensee creates any derivative work from the LLMS, Licensee agrees that title to such derivative work fully belongs to AEI.

(b) The parties to this Agreement agree that the LLMS and any related documentation as well as any additions to the LLMS made under any Subscription Agreement shall not be construed as a work made for hire, and that title has not been created on behalf of Licensee.

(c) In the event any part of the software is construed as a work made for hire, Licensee hereby agrees to convey all claims of ownership and authorship that arise from such a determination to AEI.

(d) AEI warrants that:

- (i) it has legal title and rights of ownership in the LLMS and has full power and authority to provide the License granted by this Agreement;
- (ii) the LLMS constitutes the original work of AEI; and,

(iii) to the best of the knowledge of AEI, the use of the LLMS will in no way constitute an infringement or other violation of any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

3. **Payments.** In consideration of the license and additional accommodations granted herein, Licensee agrees to pay the sum indicated in Section A, Subsection 2 to AEI.

4. **Assignment or Transfer of Rights.** The license granted to Licensee cannot be transferred or sub-licensed to any third party in any way.

#### 5. **Indemnification.**

(a) AEI agrees to indemnify and hold Licensee harmless from and against any and all claims, liabilities, suits or judgments which Licensee may incur or become responsible for or pay out as a result of:

- (i) a breach of any of the warranties set out in Section 2(d)(i)-(ii)-(iii); or
- (ii) the negligent or willful acts, errors, or omissions of AEI, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement.

6. **Scope of License.** This license does not permit:

(a) modification, translation, reverse engineering, decompilation, or disassembly of the LLMS or creation of derivative works from the LLMS by Licensee. The use of web "frames" in which images produced by the LLMS are framed within a border, outline or with attached audio or other video alterations by Licensee shall constitute creation of a derivative work,

(b) removal of any proprietary notices, labels or marks on the software or in accompanying documentation of the software by Licensee, and

(c) grants of access to the software by Licensee except insofar as access is granted to individuals or other entities as necessary in the field of use of this Agreement, as defined above, wherein all individuals or entities granted such access comprise a single institution within the field of use.

#### 7. **Confidentiality.**

(a) In the event that Licensee discloses to AEI or its agents and representatives information about the operations of Licensee which is marked confidential or proprietary, AEI shall consider such information as the confidential property of Licensee and shall not disclose the same to anyone other than those persons who have a bona fide need to know such information in connection with the development of software or the performance of AEI's obligations under this agreement.

(b) Licensee acknowledges that AEI represents that the LLMS and all copies of it, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of AEI. Licensee further acknowledges that AEI represents that the LLMS, including the source and object codes, logic and structure, constitute valuable trade secrets of AEI. Licensee agrees to secure and protect the LLMS consistent with the subscription of AEI's rights in the Software. Licensee agrees not to disclose or otherwise

## LLMS LICENSE AND SUBSCRIPTION AGREEMENT (CONT.)

make available any part of the LLMS to any third party except to the extent access must be granted within the field of use.

### 8. Warranty.

(a) AEI warrants that the LLMS licensed to Licensee hereunder, if properly used, shall materially conform to the specifications outlined in the current user guide document for a period of (3) months from the date that AEI makes the LLMS available for use by licensee on one of its servers. Licensee shall promptly notify AEI in writing upon the discovery of any non-conformance. AEI shall correct any such non-conformance of which it has been properly notified within the Warranty Period, through the means it determines to be most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, or other methods.

(b) Notwithstanding the warranty provision above, AEI shall have no warranty obligations under this Agreement with respect to problems which may arise due to Internet service limitations or interruptions of service that are outside the direct control of AEI including, for example, power failures, communication failures due to bandwidth congestion or other interruptions, failures or interruptions caused by viruses, unauthorized access or damage caused by hackers, acts of God, etc.

(c) The warranty set forth above shall be exclusive and in lieu of all other liabilities, obligations, conditions and/or warranties, expressed or implied (including but not limited to any implied and/or statutory warranties or conditions of merchantability and fitness for a particular purpose, as well as any implied and/or statutory warranties arising from the course of performance, course of dealing, or usage of trade), and Licensee hereby waives all other rights, obligations and/or warranties and assumes all risks and liabilities in respect thereof. AEI makes no warranty that the operation of the LLMS will be error free or without interruption. AEI does not warrant that the LLMS shall operate with any hardware or software other than as specified in Appendix A.

9. Limitation of Liability. In no event shall AEI be liable for any loss of or damage to revenues, profits or goodwill or other special, incidental, direct and consequential damages of any kind, resulting from its performance or failure to perform pursuant to the terms of this Agreement, or resulting from the furnishing, performance, or use or loss of any software or other materials delivered to Licensee hereunder, including without limitation any interruption of business, whether resulting from breach of contract or breach of warranty or otherwise, even if AEI has been advised of the possibility of such damages. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which AEI may be liable to Licensee under this agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Licensee to AEI under this Agreement.

AEI is not responsible whatsoever under this Agreement for problems that may arise due to Internet service limitations or interruptions of service that are outside the control of AEI including, for example, power failures, communication failures due to bandwidth congestion or other interruptions, failures or interruptions caused by viruses, unauthorized access or damage caused by hackers, acts of God, etc.

### D. SUBSCRIPTION AGREEMENT

1. Subscription Agreement. AEI shall enter into a Subscription Agreement (the "Subscription Agreement") with Licensee. The Subscription Agreement shall be for a term of years or other set term as the parties see fit. The Subscription Agreement shall contain provisions typical of such agreements and shall obligate AEI to notify Licensee of and periodically provide Licensee with the latest bug fixes for the LLMS. The Subscription Agreement shall further obligate AEI to provide some or all of the following services: hosting services, and any additional internet support services or tools purchased from AEI by Licensee.

2. Promise to Maintain the LLMS and Custom Software Ad-on Package (if any). AEI hereby promises to maintain the LLMS and Custom Software Ad-on Package (if any) on a server connected to the Internet in a fashion that allows use of the LLMS and Custom Software Ad-on Package (if any) in the fashion ordinary in the field of use of the License Agreement.

(a) Said Subscription shall consist of the following duties:  
(i) to install any bug fixes for the LLMS and Custom Software Ad-on Package (if any);  
(ii) to provide a server, and  
(iii) to maintain the server and provide weekly backup copies of the LLMS and Custom Software Ad-on Package (if any) or data as is customary for the type of application involved.

(b) Said subscription shall not include the installation of upgrades of the Custom Software Ad-on Package (if any).

(c) Said subscription shall only extend to the LLMS and Custom Software Ad-on Package (if any) that remains on the server kept by AEI.

(d) In the event that some portion of the LLMS or Custom Software Ad-on Package (if any) is to be distributed or downloaded by Licensee or by parties affiliated with Licensee (i.e. clients or students), installation of a bug fix for such part of the LLMS or Custom Software Ad-on Package (if any) that is distributed or downloaded shall consist of the following:

(i) provision of a "link" to files containing the bug fix in downloadable format;  
(ii) placement of the "link" in a place and fashion which makes it readily accessible for Licensee or parties affiliated with Licensee on a website designated to Licensee as the place for such bug fixes to be found;

(e) Nothing in this section of this Agreement nor in this entire LLMS License and Subscription Agreement shall be construed as any sort of warranty regarding any bug fix installed or provided by AEI under this agreement, including but not limited to warranty of fitness for purpose, implied or express warranties, warranty of merchantability, and statutory warranties (either express or implied) from the course of performance.

3. Payment. In consideration of this License and Subscription Agreement, Licensee promises to pay the initial annual subscription fee as indicated in section A, subsection 2. This fee is due within 15 days upon execution of this agreement. The subscription fee for subsequent years is due on the anniversary date of this agreement.

4. Term. This subscription agreement shall extend for 1 year or for the number of years as indicated in the Payment Plan in Section A, Subsection 2 from the date of this agreement, and will

**LLMS LICENSE AND SUBSCRIPTION AGREEMENT (CONT.)**

automatically renew each year unless either party has given written notice to the other that the subscription agreement shall not be renewed. Written notice must be provided more than 30 days prior to the renewal date of the subscription agreement.

**E. MISCELANOUS TERMS**

1. **Transfer By Operation of Law.** In the event that the license to the LLMS created under this agreement would transfer by operation of law from Licensee, the license shall terminate.

2. **Compliance with Laws.** AEI shall comply with all national, state, and local laws and regulations governing the development of the LLMS and the performance of its services under this Agreement.

3. **Amendments.** This Agreement shall not be modified or altered except in writing signed by Licensee and an authorized representative of AEI.

4. **Applicable Law.** This agreement shall be governed by the laws of the State of Minnesota.

5. **Notices.** Any notices given under this Agreement shall be in writing and shall be deemed given when:

- (a) delivered in person,
- (b) transmitted by facsimile (with written confirmation of successful transmission), or
- (c) five (5) days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

If to AEI: August Enterprises, Inc.  
2212 Drew Ave. S.  
Minneapolis, MN 55416  
Attn: Cem Erdem, CEO

If to Licensee: Address indicated in section A, subsection 1.

6. **Dispute Resolution.** If any dispute arises under this agreement and attempts to resolve the dispute for twenty (20) days subsequent to notification of the dispute by one party to the other are unsuccessful, the parties shall resolve the dispute by binding arbitration by a single arbitrator in the State of Minnesota under the rules of the American Arbitration Association. The award of the arbitrator shall be enforceable under any court having jurisdiction hereof. The fees associated with the arbitration shall be borne equally by the parties.

7. **Severability.** If any term or provision of this agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this agreement that provides for a limitation of liability or limited warranty is intended

by the parties to be severable and independent of any other provision and to be enforced as such.

8. **Breach.** No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing or subsequent breach.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the LLMS and supersedes all prior agreements, whether written or oral, between the parties.

THE PARTIES REPRESENT AND WARRANT THAT THEY HAVE FULL CORPORATE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO PERFORM THEIR OBLIGATIONS HEREUNDER AND THAT THE PERSON WHOSE SIGNATURE APPEARS BELOW IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY OF WHOM HE OR SHE REPRESENTS.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF DATE SET FORTH BELOW

James L. Buysse  
Vice President, Admin. & Finance

CUSTOMER REPRESENTATIVE/TITLE (PRINTED)

CUSTOMER REPRESENTATIVE (SIGNATURE)

DATE

9/23/04

PROVIDER REPRESENTATIVE/TITLE (PRINTED)

PROVIDER REPRESENTATIVE (SIGNATURE)

DATE

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
NORCO CAMPUS

Report No: V-A-2

Date: October 19, 2004

Subject: Use of Facilities

Background: In order to provide academic and physical education classes for the Norco Campus, each year arrangements have been made to use facilities at the following locations for the time period September 1 to December 17, 2004 (Fall Session) and February 14 to June 9, 2005 (Spring Session). The agreements/application have been reviewed by Ed Godwin, Risk Management. The use of the facilities is at no charge to the District.

Brunswick Classic Lanes  
City of Norco, Community Center/Large Auditorium  
Cresta Verde Golf Club  
Corona-Norco Unified School District/Norco High School

Recommended Action: It is recommended the Board of Trustees approve the agreements/application from September 1 to December 17, 2004 (Fall Session) and February 14 to June 9, 2005 (Spring Session), at no cost to the District, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Dr. Dawn Lindsay  
Dean, Academic and Student Affairs



**AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
BRUNSWICK CLASSIC LANES**

WHEREAS, Riverside Community College District, a governmental body hereinafter designated "the District" desires to use the facilities and premises of Brunswick Classic Lanes, 1800 Hamner Avenue, Norco, CA 92860, for the purpose of holding college level educational classes; and

WHEREAS, Brunswick Classic Lanes, hereinafter designated "Brunswick" desires to cooperate with the District in the use of its facilities.

NOW, THEREFORE, the parties agree as follows:

1. Brunswick shall bear all costs of utilities for heat, light and power. Brunswick shall provide all comforts conducive to a Physical Education class such as lighting, air conditioning, heat and water.
2. The District will be liable for any damages up to \$10,000 sustained to the building or equipment through occupancy of the building.
3. The District shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of Brunswick.
4. The use of said facilities will be shared by Brunswick and the District on days when classes are in session, September 1, 2004 to December 17, 2004 (Fall Session) and February 14, 2005 to June 9, 2005 (Spring Session). The lanes provided by Brunswick shall be determined in consultation with the District. Classes will not be in session on the following dates:

November 12, 2004  
November 25-26, 2004  
April 11-15, 2005  
May 30, 2005

5. Brunswick Classic Lanes shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors, free and harmless from any liability whatsoever, based or asserted upon any acts or omission of Brunswick, its agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death, (Brunswick employees included) or any other element of damage of any kind or nature, relating to or in anywise connected with or arising from the performance of the services contemplated hereunder, and Brunswick shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by RCCD), RCCD, its officers, agents, employees and independent contractors, in any legal actions based upon such alleged acts or

omissions. The obligations to indemnify and hold the District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

6. Brunswick shall procure and maintain comprehensive general liability insurance coverage that shall protect the District from claims for damages for personal injury, including, but not limited to, accidental wrongful death, as well as from claims for property damage, which may arise from Contractor's activities as well as the District's activities under this contract. Such insurance shall name the District as an additional insured with respect to this agreement and the obligations of RCCD hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

This agreement has been read and agreed upon by the following officers or representatives of both organizations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

BRUNSWICK CLASSIC LANES

By: \_\_\_\_\_  
James L. Buysse

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

Title: Vice President/Administration & Finance

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

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

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



**AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
THE CITY OF NORCO  
(COMMUNITY CENTER/LARGE AUDITORIUM)**

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of The City of Norco-Community Center/Large Auditorium (City of Norco) 3900 Acacia Avenue, Norco, CA for the purpose of holding college level educational classes; and

WHEREAS, The City of Norco desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

1. RCCD will be responsible for any damages sustained to the building or equipment up to \$10,000 occurring as a direct result of occupancy of the building by RCCD.
2. The City of Norco will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from the City of Norco's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify the City of Norco for any claims, lawsuits, or liabilities of any type suffered by the Contractor arising from RCCD's acts or omissions in the performance of this contract.
3. RCCD shall not make or permit other persons to make any alterations to premises without first obtaining the written consent of the City of Norco.
4. The City of Norco shall bear all costs of utilities for heat, light, and power. The City of Norco shall provide all comforts conducive to an educational class, such as lighting, air conditioning, heat, and water.
5. The City of Norco and RCCD will share the use of said facility for Fall Session (September 1, 2004 to December 18, 2004) and Spring Session (February 14, 2005 to June 9, 2005). RCCD holidays are as follows:

Holidays:      November 12, 2004  
                          November 25-26, 2004  
                          April 11-15, 2005  
                          May 30, 2005

This agreement has been read and agreed upon by the following officers or representatives of both organizations.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

THE CITY OF NORCO

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

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

                 James L. Buysse  
Title: V.P. Admin & Finance

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

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

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



**AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
CRESTA VERDE GOLF CLUB**

WHEREAS, Riverside Community College District (RCCD) desires to use the facilities and premises of Cresta Verde Golf Club, 1295 Cresta Road, Corona, CA 92879 (Cresta Verde), for the purpose of holding college level educational classes; and

WHEREAS, Cresta Verde desires to cooperate with RCCD in the use of its facilities;

NOW THEREFORE, the parties agree as follows:

1. For the use of range balls at Cresta Verde, RCCD students will pay a fee of \$2.00 per person per class. Fee to be collected by Cresta Verde at each class meeting. Use of Cresta Verde will be for September 1, 2004 to December 17, 2004 (Fall Session) and February 14, 2005 to June 9, 2005 (Spring Session). There will be no charge for the use of the driving range and putting green.
2. RCCD will be responsible for any damages sustained to the facility up to \$10,000 which is a direct result of use by RCCD.
3. Cresta Verde will hold harmless and indemnify RCCD for any claims, lawsuits or liabilities of any type suffered by RCCD arising from Cresta Verde's acts or omissions in the performance of this contract. RCCD will hold harmless and indemnify Cresta Verde for any claims, lawsuits, or liabilities of any type suffered by the Contractor arising from RCCD's acts or omissions in the performance of this contract.
4. Cresta Verde and RCCD will share the use of said facility on days when classes are in session. RCCD holidays are as follows:

<u>Holidays:</u>	November 12, 2004
	November 25-26, 2004
	April 11-15, 2005
	May 30, 2005

This agreement has been read and agreed upon by the following officers or representatives of both organizations.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

CRESTA VERDE GOLF CLUB

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

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

James L. Buisse  
Title: V.P. Finance & Audit

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

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

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

CORONA-NORCO UNIFIED SCHOOL DISTRICT  
2820 CLARK AVENUE • NORCO, CALIFORNIA 91760 • (909) 736-5020  
**APPLICATION AND PERMIT FOR USE OF DISTRICT FACILITIES**

Room: Classrooms School Name: Norco High School  
(LIST SPECIFIC NAME OF FACILITY, LOCATION, ROOM, ETC., FOR WHICH YOU ARE APPLYING TO USE)

Preparation Time: 6:30 pm to 10:00 pm

Use Date(s): September 1, 2004 to June 10, 2005

Actual Program Time: 6:30 pm to 10:00 pm

Clean Up Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Program or Event: College Classes Estimated Attendance: 35 per class

Organization: Riverside Community College - Norco Campus

Address: 2001 Third Street City: Norco Zip: 92860 Tel.#: 372-7017

Open to Public?  Yes  No Will Admission be charged or Donation Accepted?  Yes  No

If yes, Price of Admission: \$ \_\_\_\_\_ If yes, what will net proceeds be used for? \_\_\_\_\_

Comments/Special Requirements: Request the use of a maximum of ten (10) classrooms each evening.

Rooms needed Monday thru Thursday. We would like all classrooms to be located close to each other. Would also like tennis court lights to be on once it gets dark in the evening

*I, the undersigned, certify that:*

- In submitting this application, I have read and understand the District Policies and Procedures and will abide by the special conditions set forth. I certify that the intended use, as detailed above, is in compliance with said rules and regulations subject to advanced payment of all permit fees, including application deposit, certification of insurance requirements (if required), and approval by the District Superintendent or the designated representative.
- The applicant agrees to hold the Corona-Norco Unified School Board of Trustees, the individual members thereof, and all the officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use of occupancy of facilities.
- I will be personally responsible on behalf of the applicant for any damages sustained by the buildings, furniture, or equipment, accruing through occupancy or use of said building by the applicant. Any lost equipment or damages sustained to the above shall be compensated within seven days.
- The above-mentioned hours will be strictly observed, and should it be necessary to extend the time beyond that specified in this application, special permission must be obtained from the Principal or his designee before the event convenes and in such instances additional charges may be made.
- The reservation is granted with the understanding that the District may cancel this permit when the facility is needed for their own program. I further understand it is my responsibility to notify the District of any cancellations on my part.
- To the best of my knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means: That the organization on whose behalf I am making application for use of school property, does not, to the best of my knowledge, advocate the overthrow of the Government of the United States or of the State of California, by force, violence, or other unlawful means, and that, to the best of my knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Print Name: Dawn Lindsay

Signature of person requesting permit: \_\_\_\_\_

Telephone (Home): \_\_\_\_\_

Address: 2001 Third Street, Norco, CA 92860

Business: (951) 372-7017

**BUSINESS OFFICE USE**

Insurance Certificate Required:  Yes  No

Fee Group I II III IV

If yes, date received: \_\_\_\_\_

**ESTIMATED CHARGES**

**ACTUAL CHARGES**

Meeting Space \$ \_\_\_\_\_

Meeting Space \$ \_\_\_\_\_

Equipment \$ \_\_\_\_\_

Equipment \$ \_\_\_\_\_

Personnel: Reg \_\_\_\_\_ Spec \_\_\_\_\_ \$ \_\_\_\_\_

Personnel \$ \_\_\_\_\_

Special \$ \_\_\_\_\_

Special \$ \_\_\_\_\_

Total District \$ \_\_\_\_\_

Total District \$ \_\_\_\_\_

Charges Estimated \$ \_\_\_\_\_

Charges Estimated \$ \_\_\_\_\_

\*Payment pursuant to this category must be received at the time of application. Checks to be made payable to the order of: **Corona-Norco Unified School District.**

Approval: School Administrator \_\_\_\_\_ Date \_\_\_\_\_

Approval: District Administrator \_\_\_\_\_ Date \_\_\_\_\_

WHITE—District • CANARY—School Custodian • PINK—School Administration • GOLDENROD—Applicant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-a

Date: October 19, 2004

Subject: Riverside Refrigeration Maintenance Agreement

Background: Attached for the Board's review and consideration is a proposed maintenance agreement for the Culinary Academy with Riverside Refrigeration. The agreement includes one (1) walk-in freezer, one (1) walk-in cooler, one (1) rooftop condensing unit, (8) self contained units, (2) under counter units, and three (3) exhaust fans. Preventive maintenance, to be performed quarterly, on these items should prolong the life of the equipment. The cost of the agreement is \$295.00 per scheduled maintenance (four times per year) for a total of \$1,180.00 for the period beginning October 20, 2004 and continuing until either party gives thirty days written notice. This agreement has been reviewed by Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management. Funding Source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the maintenance agreement with Riverside Refrigeration for equipment located at the Culinary Academy, at a cost of \$1,180 for the 2004-05 fiscal year, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Ron Vito  
Dean, Occupational Education

Control Systems • Air Conditioning • Piping



service with integrity since 1949

License # 328186

Page 1 of 4

## MAINTENANCE AGREEMENT

August 17, 2004

**Service Address:** Riverside County Economic Development / **Culinary School**  
1155 Spruce Street, Riverside, CA 92507

**Contact Person:** Chef Bobby (951) 955-2271 Cell (951) 522-9054

**Invoice Address:** Riverside County Economic Development / **Culinary School**  
1155 Spruce Street, Riverside, CA 92507


**Cost & Schedule:** Time and materials estimated at \$295.00 per scheduled maintenance;  
maintenance to be performed quarterly (4 times per year).

**Equipment:** One (1) walk-in freezer; one (1) walk-in cooler; eight (8) self contained reach-in units; two (2) under counter units; one (1) rooftop condensing unit; three (3) exhaust fans. Two (2) evaporative coolers are not included in this offer at this time per customer request (*please see page 3 for further information*).

Riverside Refrigeration is pleased to offer a maintenance program for the above location(s). The services provided are for the equipment listed above; this agreement is subject to the terms and conditions attached and made part of this agreement. This agreement shall remain in effect indefinite, except that either party, without cause, may cancel by giving thirty days written notice. This offer expires 30 days from the above date.

### RIVERSIDE REFRIGERATION AGREES TO:

1. Give preventive maintenance customers preferential service between planned checks.
2. Provide 24-hour emergency service, seven days a week at our current service rates.
3. Give a 10% discount on all non-maintenance parts.
4. Provide our exclusive "Extended Labor Guarantee" to our maintenance customers.

  
Darren Lowrey  
Riverside Refrigeration, Inc.

Date: 8/17/04

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

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

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

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

Title \_\_\_\_\_



Riverside County Economic Development / Culinary School  
Maintenance Proposal  
August 17, 2004

**PLANNED MAINTENANCE SCHEDULE**

Riverside Refrigeration will strive to perform your maintenance at regular intervals but cannot guarantee a consistent time frame due to unforeseen emergency calls, weather conditions, holidays, etc.

**LIMITED WARRANTY**

Riverside Refrigeration, Inc. warrants that the work performed hereunder shall be done in a workmanlike manner and shall be of workmanlike quality. All parts as recorded on the invoice are warranted for a period of thirty days or as manufacturer specifies. We do not warranty parts other than those supplied and installed by Riverside Refrigeration.

**EXTENDED LABOR GUARANTEE**

Labor charges are relative to the specific repair and parts replaced by Riverside Refrigeration and are guaranteed for a period of **ONE YEAR**. Labor, in connection with replacing defective parts that malfunction which were supplied and installed by Riverside Refrigeration, will be supplied during the first year after installation **FREE OF CHARGE** respective of the date of the original work (responsibility of customer to provide original work documentation). Extended labor guarantee applies only to equipment maintained by Riverside Refrigeration.

*Limitations and Exclusions: Applies to air conditioning and heating equipment maintained by Riverside Refrigeration only; guaranteed labor to be performed during normal business hours only; applies to equipment and parts installed by Riverside Refrigeration only; guarantee to be null and void should others not employed by Riverside Refrigeration service or repair same equipment; applies to existing maintenance customers only with no less than every 90 days maintenance contracts (standard 30-day guarantee applied to other maintenance customers not meeting this requirement); labor guarantee does not apply to maintenance; repairs of refrigerant leaks are not included.*

*Riverside Refrigeration has the right to add or subtract from this guarantee with written notice at any time at their discretion.*

**GENERAL PROVISIONS**

It should be understood that this planned maintenance service agreement is designed to minimize, not eliminate, equipment breakdown. Breakdown caused by normal wear, past negligence, misuse and excessive loads placed on the equipment by the customer, along with repairs and adjustments made by other personnel not employed by Riverside Refrigeration will be charged at our regular service rates.

All prior agreements, if any, whether written or implied, shall no longer apply. This agreement when accepted by both customer and Riverside Refrigeration, Inc. constitutes the complete agreement, and there are no other agreements or responsibilities expressed or implied, which are not herein set forth.





**EQUIPMENT CHECK LIST** Page 4 of 4

- COMPRESSORS**
  - Lubricate all bearings as required
  - Check oil level and pressure
  - Check head pressure
  - Check suction pressure
  - Check head bolts and anchor bolts
  - Check refrigerant charge
  - Check rotation
  - Align and tighten belts
  - Check amperage and voltage
  - Check super heat temperatures
  - Check crank case heater
- EVAPORATIVE CONDENSER COOLING TOWER, EVAPORATIVE COOLERS**
  - Lubricate all motors, pumps and fan bearings
  - Check pump seal
  - Check coil
  - Check spray nozzles and adjust when required
  - Check water strainer
  - Check pump strainer and clean when required
  - Check float control and adjust when required
  - Check drip pan and drain connections
  - Check drive belts and adjust when required
  - Check rotation of fan
  - Check bleeder line and adjust when required
  - Check water valve setting
  - Adjust automatic controls
- WATER TREATMENT, COOLING TOWERS**
  - Check and report water treatment status
  - Report scale
  - Clean and adjust water treatment equipment
- AIR COOLED CONDENSER**
  - Lubricate all motors and fan bearings as required
  - Check coils for dirt
  - Check air intake screen
  - Wash coils with water where possible
  - Check drive belts and adjust when required
  - Check rotation of fan
  - Adjust automatic controls
- AIR HANDLERS**
  - Check motor mounting
  - Check motor pulley and belts for security, alignment and wear
  - Check bearing wear
  - Check wire and conduit for condition from motor to starter
  - Check rotation of motor
  - Check motor for excessive heat and noise
  - Check starter and disconnect for loose connections and burned contacts
  - Grease motor bearings as needed
  - Check fans for vibration and balance
- EVAPORATIVE COIL**
  - Check for leaks
  - Check coil face for dirt accumulation
  - Check for ice patterns
  - Check defrost controls
- FANS AND BLOWERS**
  - Lubricate all moving parts
  - Check condition and adjust tension on all belt drives
  - Check for debris
- DAMPERS (AUTOMATIC OR MANUAL)**
  - Check and adjust for correct operation
  - Check all linkage and adjust where necessary
  - Check fire dampers for flexible links

- ECONOMIZERS**
  - Lubricate damper linkages
  - Check condition of actuators
  - Check motor
- MOTORS AND MOTOR CONTROLS**
  - Clean oil and/or grease
  - Check for overload under full operation
  - Check contactors and clean as necessary
  - Check time clock for proper settings
  - Check and adjust operation of all electric or pneumatic controls
  - Check motor speeds
  - Check amperage draws
  - Check voltages
  - Secure motor mounts
  - Check bearings
- CONTROLS - ELECTRIC/PNEUMATIC**
  - Check thermostat contacts
  - Check starter contacts
  - Check damper motors/actuators
  - Check refrigerator air dryer
  - Check air controls and fillers
  - Check air compressor intake and air filter
  - Check air compressor oil
  - Check air compressor belt
  - Lubricate air compressor motor
  - Spot check stats for calibration
- GAS FURNACES**
  - Check combustion
  - Check and clean pilot
  - Check fan limit control
  - Check pilot safety device
  - Check automatic gas valve
- INDUSTRIAL REFRIGERATION SYSTEMS**
  - Check for proper operation of purger
  - Check accumulator and intercooler level
  - Check high and control pressure receiver levels
  - Check oil stills, drain as necessary
  - Check coils for ice patterns and fan operation
  - Walk the plant and inspect for signs of leaks
- CHILLERS**
  - Check flow switch operation
  - Check glycol concentration
  - Check pressure differential
  - Check temperature differential
- BOILERS**
  - Check combustion
  - Check and clean pilot
  - Check fan limit control
  - Check pilot safety device
  - Check low water cut off
  - Check automatic water feeder
  - Check water strainer
  - Check water pressure regulator
  - Check relief valve
  - Drain and recharge expansion tank
  - Slow down boiler and controls
  - Check automatic gas valve
  - Check boiler control settings
  - Check steam valves and traps adjust controls as required

## GENERAL CONDITIONS

- 1) Customer agrees to: a) Operate equipment per manufactures's instructions or as modified by Riverside Refrigeration, Inc., b) promptly notify Riverside Refrigeration, Inc. of any unusual or unsatisfactory operation of equipment, c) not hold Riverside Refrigeration financially responsible for any and all labor and material required to repair damages caused by circumstances beyond Riverside Refrigeration, Inc.'s control, including: damages or product loss directly or indirectly due to unavoidable delays in the rendering of such service for whatever reasons; forces of nature; inaccessibility to premises, negligence by Customer or others; inadequate system design or vandalism.
- 2) Customer shall allow only Riverside Refrigeration, Inc. designated personnel to perform the scope of work included in the Agreement. Customer shall allow access to areas and permit Riverside Refrigeration, Inc. to start and stop the equipment as mutually scheduled. All planned work under the Agreement will be performed during Riverside Refrigeration, Inc.'s normal working hours unless specifically stated otherwise herein.
- 3) The Agreement price is based upon the system(s) covered being in a maintainable condition. If Riverside Refrigeration, Inc.'s first inspection indicates repairs are required, an estimate will be prepared for Customer's approval. Should Customer elect not to have repairs done at that time, Riverside Refrigeration, Inc. may remove the unsatisfactory equipment from the Agreement and adjust the price or cancel this Agreement; both Riverside Refrigeration and Customer must agree to validate.
- 4) Customer will pay invoices within thirty days. A late charge of one and one half percent per month (18% annually) will be charged on past due accounts. Collection cost and attorney fees to be paid by customer. Should payments exceed sixty days, then Riverside Refrigeration, Inc. may stop all work under this Agreement and/or cancel the Agreement with the balance becoming due and payable.
- 5) The Agreement price is subject to adjustment after the initial term (one year from inception date) to reflect industry increases in labor, material and related costs. Repairs and troubleshooting beyond planned maintenance shall be at the expense of the customer and work completed only after customer's approval of such work to be done. Air filters, belts, evaporative cooler pads, sheet metal, electrical items and any other materials which may need to be provided will be at additional cost and are not included in this maintenance fee. Repairs and troubleshooting beyond planned maintenance shall be at the expense of the customer and work completed only after customer's approval of such work to be done.
- 6) Riverside Refrigeration, Inc. is not responsible for design of the system, obsolescence, safety tests directed or required by any agency, company, person or organization, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, inadequate electrical power or failure, burned-out main or branch fuses, low water pressure, selection of domestic hot water temperatures, vandalism, misuse or abuse of system(s), negligence of Customer or others, requirements of governmental, regulatory or insurance agencies, or other causes beyond Riverside Refrigeration, Inc.'s control unless specifically stated otherwise herein. Riverside Refrigeration, Inc. is not required to move or modify in any way the building structure or any part thereof in order to carry out the Agreement.
- 7) Both parties shall seek to avoid litigation. If, however, Riverside Refrigeration, Inc. must commence legal action for whatever cause, Customer shall pay all court costs and attorney fees should Riverside Refrigeration, Inc. prevail. Any legal action regarding this Agreement must commence within one year from the date of the work complained about.
- 8) Limited Warranty: Riverside Refrigeration, Inc. warrants that the work performed hereunder shall be done in a workmanlike manner and shall be of workmanlike quality. If Riverside Refrigeration, Inc. defaults under this Agreement, Riverside Refrigeration, Inc.'s liability shall be limited solely to repair or replacement, at Riverside Refrigeration, Inc.'s option. Riverside Refrigeration, Inc. has not given any other expressed or implied warranty, including any implied warranty of merchantability or fitness for a particular purpose. Riverside Refrigeration, Inc.'s liability depends upon proper operation and maintenance by Customer. Riverside Refrigeration, Inc. is not liable if the defect or failure is caused, or contributed to, by accident, alteration or abuse by Customer or others. Riverside Refrigeration, Inc.'s liability does not extend beyond the termination date of this Agreement. Riverside Refrigeration, Inc. shall not be responsible, under any legal theory, for loss of profit or use, claims from Customer's clients, or any special, indirect or consequential damages.
- 9) To the fullest extent permitted by law, Customer shall indemnify and hold harmless Riverside Refrigeration, Inc., its agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission by Customer, or anyone for whose acts Customer may be liable regardless of whether it is caused in part by the negligence of Riverside Refrigeration, Inc.
- 10) Riverside Refrigeration, Inc.'s responsibility under this Agreement does not include the identification, removal or abatement of asbestos or other hazardous substances. In the event such products or substances are encountered, Riverside Refrigeration, Inc.'s obligation shall be limited to informing Customer of the possible existence of such materials. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Riverside Refrigeration, Inc. all relevant Material Safety Data Sheets (MSDS).
- 11) No work shall be assigned to a sub-contractor without Customers prior authorization.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-3-b

Date: October 19, 2004

Subject: CISCO Networking Academy Program

Background: Attached for the Board's review and consideration is a proposed agreement between Crafton Hills College and Riverside Community College District. Under the agreement, Crafton Hills College which has been qualified as the Regional Academy for Cisco systems will provide training to RCCD instructors in all four levels of Cisco Networking Academy training and oversee Cisco requirements for the RCCD Local Academy program by observing instruction, offering workshops and providing support and recommendations on resources. The fee for this service is \$2000. This agreement has been reviewed by Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Management. Funding Source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the moving of Regional Academy from Mt. San Jacinto College to Crafton Hills College and authorize the new contractual fee to be accrued effective July 1, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Ron Vito  
Dean, Occupational Education

OFFICE OF THE  
DEAN OF PROGRAM DEVELOPMENT CRAFTON HILLS COLLEGE  
11711 Sand Canyon Rd  
Yucaipa, CA 92399

CISCO NETWORKING ACADEMY PROGRAM  
LOCAL ACADEMY AGREEMENT  
AGREEMENT #04/05

This agreement entered into as of October 20, 2004 between Crafton Hills College (herein referred to as Regional Academy) and the School Site and District named below (herein referred to as Local Academy) sets forth the principle terms and conditions relating to implementation of the Cisco Networking Academy Program (herein referred to as Program).

MAIN CONTACT INFORMATION (Please type or print clearly):

District: Riverside Community College District

Local Academy (Name of School): Riverside Community College/City Campus

Contact: Dave Dant  
Phone: (909) 222-8721

**RECITALS**

WHEREAS, Cisco Systems has developed the Cisco Networking Academy Program;  
WHEREAS, Cisco Systems has qualified Crafton Hills College as the Regional Academy for San Bernardino County; and  
WHEREAS, Cisco systems has qualified the School Site and District named above as a Local Networking Academy for San Bernardino County;

NOW THEREFORE Regional Academy and Local Academy mutually agree as follows:

1. Services to be Provided by Regional Academy
  - a. Train instructors at Local Academies and support these academies by providing continuing education for local instructors, orienting instructors to the program,, helping local instructors set up their classrooms, answering technical and curriculum questions, and fulfilling equipment needs.
  - b. Provide support by visiting Local Academies, observing instruction, offering seminars and workshops, being on-call to Local Academy for networking and equipment support, and recommending specific online resources.

- c. Facilitate instructors' fulfillment of the continuing education requirements by conducting update sessions. Continuing education can occur via distance learning (Placeware sessions), update meetings or conferences.
  - d. Ensure instructors at Local Academy are using the latest version of the curriculum through periodic re-tooling sessions).
  - e. Conducting annual observations of Local Academy classrooms. Classroom observations provide a snapshot of the teaching/learning environment and give observers an idea of instructor performance and skills.
  - f. Conducting annual monitoring of the Local Academy to determine the effectiveness of course and program implementation and compliance with expected roles and responsibilities.
  - g. Implement Academy Performance Action Plan (APAP) if necessary.
  - h. Initial setup and continuing maintenance of one Cisco Server for curriculum delivery, information, and technical support.
2. Services to be Provided by Local Academy
- a. Meet the quality requirements and perform the Local Academy duties stated in the Cisco Quality Assurance Plan (QAP) and abide by the direction of the Area Academy Manager.
  - b. Provide, maintain and pay for all of the following services and equipment for use in the Program.
    - An instructional space large enough for both a training area and a network practice area (approximately 900 square feet or larger; sites must meet all local electrical codes and HVAC environmental requirements for computer network labs).
    - A minimum dedicated 128kbps Internet connection.
    - All necessary consumable supplies and equipment (see attached list).
    - Computers :(See attached list).
      - 1. A networked (cat5-ethernet) computer lab that shall be used for curriculum delivery with one computer workstation per student.
      - 2. Five (5) computers (or laptops) for "hands-on" networking labs
    - Local Academy instructors must maintain an active e-mail address
    - Pay annual fee set forth by the Regional Academy for the purpose of providing training and program support to the Local Academy, if applicable. (See attached Fee Schedule for current fiscal year fees.)

- c. Provide an appropriate environment for conducting classes, selecting competent instructors, and ensuring that its instructors receive the training that enables them to teach the Academy curriculum. Local Academy sites are responsible for delivering training using the latest version of the curriculum. Cisco recommends that Local Academies migrate to new versions of the curriculum at the start of a semester or school year.
- d. Prior to offering the "Cisco Networking Academy" course, Local Academy instructor must be trained and certified by the Regional Academy instructor under the Program. The Local Academy instructor must maintain a valid Cisco Certified Academic Instructor (CCAI) certificate by keeping his/her Cisco Certified Networking Academy (CCNA) certification current. The CCNA certification exam must be retaken every three (3) years to maintain CCNA status. The Regional Academy will attempt to accommodate training for all potential Local Academy instructors with sixty (60) day advance notice and as space allows.

*First semester consists of eight (8) days of training, second and third semesters consist of five (5) days of training, and the fourth semester consists of four (4) days of training. **If training outside of the Regional Academy is required AND authorized by Cisco and the Regional Academy, then all costs associated with the training at the Cisco Academy Training Center (CATC) is the responsibility of the district.***

- e. Local Academy instructors must keep and maintain accurate student and general Local Academy records using the Cisco Networking Academy Server (CNACS).
- f. Provide main contacts and Local Academy instructors release time and funds for travel for 16 hours of annual training. The 16-hour requirement can be satisfied by taking training classes offered by Cisco, your Cisco Academy Training Center and/or your Regional Academy, or by attending the national conference. All instructors and main contacts should attend retooling events in their areas even if they have already satisfied the 16-hour requirement. Continuing education should be in line with the policies and procedures regarding professional development in the district.
- g. Analyze Quality Assessment Reports (as detailed in the QAP):
  - i. Analysis of Student Results Data
  - ii. Analysis of Student Satisfaction Data
  - iii. Observation
  - iv. Review of Complaints
  - v. Monitoring

- h. Participate in the Academy Performance Action Plan (APAP) if necessary.
3. Local Academy has a non-exclusive, non-transferable, non-sub licensable limited access license to access Cisco's online curriculum only in connection with Cisco Networking Academy during the Local Academy's participation in the Program.
  4. Ownership. The Local Academy shall retain all rights, title and interest in and to all donated equipment, if applicable. In the event the Local Academy does not meet the requirements of this agreement, the Regional Academy reserves the right to retrieve all Cisco donated equipment for the purpose of operating and conducting the Cisco Networking Academy Program.
  5. Either party may terminate this Agreement in writing 30 days prior to the party's execution of the Cisco Networking Academy Program for the current school year. Upon any such termination, the Local Academy shall have the right to complete any semester in progress. The Local Academy shall return all course materials, proprietary information and other materials in Academy's possession from Regional Academy, Cisco, or other entity.
  6. The Local Academy shall not have the right to assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Regional Academy.

Duration of Agreement

The term of this agreement shall be from October 20, 2004 through and including June 30, 2005.

I hereby agree to all terms and conditions stated above.

Riverside Community College/City Campus

---

Legal Name of Local Academy

Riverside Community College District

---

District Name

---

Dr. James L. Buysse  
Vice President of Administration and Finance

Date

---

Raymond G. Eberhard, Business Manager  
San Bernardino Community College District  
For: Crafton Hills College Campus

Date

CISCO NETWORKING ACADEMY PROGRAM  
LOCAL ACADEMY FEE SCHEDULE

Description	Fee
New Academy ( first 2 years)	\$5,000
Existing Academy (year 3+)	\$2,000

**Services for Existing Academy Includes (but not limited to):**

- Access to various servers
  - Cisco Community Server
  - Assessment Server
  - Cisco Connect Online
  - Curriculum Updates
  - Regional Academy Website and online resources
- Invitation to Retooling Sessions
- Technical and Program email/phone support
- Monthly instructor support meetings
- Local Site Visits by Area Academy Manager
- Annual monitoring visit and Quality Control Audits

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-a

Date: October 19, 2004

Subject: Professional Service Agreement between Riverside Community College District and Riverside County Economic Development Agency (EDA)

Background: Attached for the Board's review and consideration is a Professional Service Agreement between Riverside Community College District and Riverside County Economic Agency (EDA) to address the Nurses Workforce Initiative for the purpose of reducing nursing shortages by developing and implementing a project to meet California's current and long-term need for nursing care. RCCD shall provide two full-time equivalent Registered Nurse instructors to provide full-time instruction of thirty-five hours per week for 26 weeks, and one Adjunct/Special Projects instructor for eight hours per week for 8 weeks to ensure completion of 19 Associate Degree Nurse (A.D.N.) students identified as participating through the Nurse Workforce Initiative grant. The time frame for this grant is December 15, 2004 through September 30, 2005. The Nurse Workforce Initiative grant is a collaborative effort of the Workforce Investment Board's Health Care Industry; Health Care Labor and Educators. Total funds provided by the grant are \$ 90,753.00.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this Professional Services Agreement between RCCD and EDA for the purpose of providing two full-time nursing instructors and administrative support for the period December 15, 2004 through September 30, 2005 for the contract amount of \$90,753.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager



## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement effective this, 15<sup>th</sup> day of December 2004 by and between **Riverside Community College District** (herein referred to as "CONTRACTOR"), and the **COUNTY OF RIVERSIDE, Economic Development Agency (EDA)**, a subdivision of the State of California, (herein referred to as "COUNTY").

**WHEREAS**, the County has entered into a Grant Agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to Federal Employment and Training Programs specifically the County of Riverside Economic Development Agency (EDA), San Bernardino County Jobs and Employment Services Division (JESD), and the City of San Bernardino Employment and Training Agency (SBETA) formed a partnership, hereinafter referred to as the "Partnership", to respond to the State of California Nurse Workforce Initiative (NWI), Regional Training Collaborative (RTC), and On-site Career Ladders (OCL) Solicitation for Proposal; and

**WHEREAS**, EDA and JESD, hereinafter referred to as the "Subgrantees" entered into grant agreements with the State of California Employment Development Department (EDD), hereinafter referred to as the "Grantor," pursuant to Assembly Bill 2314. As a result of this bill, the Governor has set forth the Nurses Workforce Initiative for the purposes of reducing nursing shortages by developing and implementing projects to recruit, train and retain enough licensed nurses to meet California's current and long-term need for nursing care; and

**WHEREAS**, the Employment Development Department (EDD), in conjunction with the California Department of Health and Human Services Agency (CHHSA) is the administrative entity for the NWI program and has been authorized to award grants in program years 2002 through 2005;

**WHEREAS**, Government Code Section 31000 authorizes the COUNTY to contract for special services with a person/agency who is specially trained and experienced, and who is competent to perform the special services required; and

**WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge 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. **ADMINISTRATION:** Jerry Craig, Workforce Development Administrator of the Economic Development Agency shall administer this Agreement on behalf of COUNTY through the County of Riverside EDA Workforce Development Board (WDB).

1.1 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; with the exception of the requirements at **Paragraph 16**.

**COUNTY:** Riverside County  
Economic Development Agency  
1151 Spruce Street  
Riverside, CA 92507-2132  
Attention: Jerry Craig,  
Workforce Development Administrator  
(951) 955-3100  
(951) 955-9740 Fax

**CONTRACTOR:** Riverside Community  
College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Dr. James Buysse,  
Vice President of Administration and  
Finance  
(951) 222-8057  
(951) 222-8877 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 (5) working days** of said change.

2. **PERIOD OF PERFORMANCE:** It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of **2004/2005 Fiscal Year** funds for the reimbursement of CONTRACTOR'S expenditures hereunder. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of his costs in accordance with **Paragraph 8** herein.
  - 2.1 The term of this Agreement shall commence on, **December 15, 2004** and end on **September 30, 2005**. 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 unless terminated as specified in **Paragraph 16**.
3. **ASSIGNMENT:** This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY. Any assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.
4. **DESCRIPTION OF SERVICES:** CONTRACTOR shall provide all services as outlined and specified in **Exhibit A**, consisting of **2** page(s), attached hereto and by this reference incorporated herein.
5. **LICENSE AND CERTIFICATION:** CONTRACTOR verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under **Exhibit A**, and that services(s) will be performed by properly trained and licensed staff.

6. **CONFIDENTIALITY:** CONTRACTOR shall observe all Federal, State and COUNTY regulations concerning confidentiality of records. CONTRACTOR shall refer all requests for information to COUNTY.
7. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the Workforce Development Administrator or an authorized designee.
8. **COMPENSATION:** The COUNTY shall pay the CONTRACTOR for services performed under **Exhibit A** and expenses incurred in accordance with the terms of **Exhibit B** cost reimbursement budget attached hereto. The amount of compensation paid to the Contractor under this Agreement **shall not exceed the sum of \$90,753** unless both parties prior to performance of additional services execute a written amendment to this Agreement.
  - 8.1 Said compensation shall be paid in accordance with an approved invoice submitted to COUNTY by CONTRACTOR on or before the **tenth (10<sup>th</sup>)** calendar day of each month, for all Contract costs incurred during the previous month. If the tenth (10<sup>th</sup>) falls on a weekend or holiday, then the invoice is due on the previous workday. The processing of invoices submitted after the tenth of the month may experience delays in processing. No invoices will be paid after the annual fiscal closeout.
  - 8.2 Contractor shall, in support of each invoice, attach all backup source documentation as described in, and required by EDA Policy number 16-01 or its Successor. Contractor understands this is a condition for reimbursement. COUNTY shall pay the invoice within **45 calendar days** from the date of receipt of the invoice.
  - 8.3 Invoice and documentation shall be submitted by mail or in person to the following:

**EDA Workforce Development Division  
Planning and Development Unit  
1151 Spruce Street  
Riverside, California 92507  
Attention: Holly Reeves**
9. **FUND RESTRICTIONS:** The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under the NWI 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 at all times for audit and monitoring

purposes. The Contractor must expend the allocated dollars for services each Program Year. Funding of this Agreement is contingent on the availability of state funds and continued state's authorization for program activities and is subject to amendment or termination due to lack of funds or authorization.

10. **FAILURE TO PERFORM:** To insure the effective use of NWI funds, the CONTRACTOR'S performance will be reviewed monthly or at least once during or after the term of the agreement by the County to determine if goals are met and whether budgeted funds will be fully earned within the term of this Agreement.
11. **WAIVER:** Any waiver by COUNTY 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 COUNTY 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 estopping COUNTY from enforcement hereof.
12. **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.
13. **HOLD HARMLESS/INDEMNIFICATION:** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

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

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

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

14. **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, the following insurance coverage's during the term of this Agreement.

A. Worker's Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the

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

D. General Insurance Provisions-all lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's 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.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original 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) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

**CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
  - 5) The COUNTY'S Reserved Rights--Insurance. 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.
  - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
15. **TERMINATION:** This Agreement may be terminated without cause by either party giving **30 days** written notice by certified mail of intention to terminate, such period beginning upon receipt of notice, or may be terminated for **cause**, such as a willful and or material breach of the agreement by either party by giving **five (5) days** written notice by certified mail of intention to terminate.
- 15.1 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate prior to the date of termination upon CONTRACTOR'S bankruptcy, death or disability or in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR or, at COUNTY'S election, in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation except for approved fees accrued under this Agreement, it being the intent that CONTRACTOR shall be

paid as specified in **Exhibit B** only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

16. **CONFLICT OF INTEREST:** 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.
  - 16.1 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.
  - 16.2 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.
  - 16.3 Supplies, materials, equipment or services purchased with these funds will be used solely for purposes allowed under this Agreement.
17. **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 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 Project Administrator staff 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 regulatory procedures.
18. **MONITORING AND REPORTING:** The CONTRACTOR will comply with controls, record keeping and accounting procedure requirements of federal, state and county regulations and directives to ensure the proper disbursement of, and accounting for, 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.
19. **RECORD RETENTION:** The CONTRACTOR agrees to retain all records pertaining to all

Agreements under the funded programs for a period of five years after termination of this Agreement, or such federal and state provisions in effect. If, at the end of five years, there is ongoing litigation or an audit involving those records, the CONSULTANT shall retain the records until the resolution of such litigation or audit.

20. **EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND NONDISCRIMINATION:**

20.1 CONTRACTOR shall comply with **all** non-discrimination and equal opportunity provisions of applicable federal law regulations and acknowledges the government's right to seek judicial enforcement of the non-discrimination assurance. Such action shall include, 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 including apprenticeship. The CONTRACTOR also agrees any and all other non-discrimination and equal opportunity provisions shall be effectuated as required.

20.2 **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.

21. **DISABILITY ACCESS:** The Service Provider 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. The CONTRACTOR also agrees to post, in conspicuous places available to employees and applicants for employment and/or



training, notices to be provided setting forth the provision of this non-discrimination clause.

In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of the Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or part, and the CONTRACTOR may be declared ineligible for further government contracts accordance with policies authorized in Executive Order: 3 CFR 102, Part 102 and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1964, as amended.

22. **PATENTS AND COPYRIGHTS:** If any, project produces patented 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.*

23. **ENVIRONMENTAL PROTECTION:** The CONTRACTOR assures that it complies with all applicable standards, order, or requirements under section 306 of the Clear 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).

As required by the Energy Policy and Conservation Act (pub. L. 94-163), CONTRACTOR shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized CONTRACTOR, in signing this agreement, certifies that he/she has read and is in compliance with all terms.

24. **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, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

25. **CORPORATE REGISTRATION:** The CONTRACTOR, if a corporation, certifies by signing this agreement that is registered with the Secretary of State of California.
26. **SECTARIAN ACTIVITIES:** The CONTRACTOR certifies that 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.

The CONTRACTOR further certifies that this Agreement does not provide for the advancement or aid to any religious sect, church, creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified in Article XVI, Section 5, of the Constitution, regarding the separation of church and state.

27. **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.
28. **PRIOR FINDINGS:** By signing this Agreement, the CONTRACTOR certifies that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) of 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.
29. **DRUG FREE WORKPLACE:** By signing this Agreement, the CONTRACTOR here by 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:

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).

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 policy of maintaining a drug free workplace.
- ◆ Any available counseling, rehabilitation and employee assistance programs.
- ◆ Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355 (c), that every employee who provides services under this Agreement:

- ◆ Will receive a copy of the company's drug-free policy statement; and
- ◆ Will agree to abide by the terms of the company's statement as a condition of employment.

30. **CHILD SUPPORT COMPLIANCE ACT:** In accordance with the Child Support Compliance Act, the CONTRACTOR recognizes acknowledges:

The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and 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 478/199, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code;

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 Development Department (EDD).

31. **DEBARMENT AND SUSPENSION CERTIFICATION:** By signing this Agreement, the CONTRACTOR hereby 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:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission, 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;

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;

Have not within three (3) year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause of default;

Where the prospective primary CONTRACTOR or Sub-Contractor where applicable, is unable to certify to the foregoing certification such CONTRACTOR or Sub-Contractor will provide an explanation to the County prior to execution of this Agreement.

32. **LOBBYING RESTRICTIONS:** By signing this Agreement the CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93;

That no federal appropriated funds have been paid or will be paid, by or on 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 a Member of Congress, in connection with this Agreement, grant or loan, or cooperative agreement and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement; that 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, 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 Form to Report Lobbying." In accordance with its instruction. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

33. **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.

34. **CERTIFICATIONS** Article XI. Resource list for applicable laws, rules and regulations attached at **Exhibit C**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous

agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

COUNTY OF RIVERSIDE:

CONTRACTOR:

Economic Development Agency

Riverside Community College District

By: Jerry Craig

By: Dr. James Buysse

Title: Workforce Development Administrator

Title: Vice President of Administration  
and Finance

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

<p><u>County Counsel Approval</u></p> <p>By:</p> <p>Date:</p> <p>Print Name:</p> <p>Print Title:</p>
--

## Description of Services

Exhibit A

### Riverside Community College District Nurse Workforce Initiative Regional Training Collaborative Program Description of Services

**BACKGROUND:** The Nurse Workforce Initiative grant is a collaborative agreement between Workforce Investment Boards, Health-Care Industry Employers, Health-Care Labor and Professional Organizations and Educators whose partnerships will insure successful implementation of the plan.

**SCOPE OF WORK:** Contractor shall provide two full-time equivalent Registered Nurse instructors to provide full-time instruction of thirty-five hours per week for 26 weeks, and one Adjunct/Special Projects instructor for eight hours per week for 8 weeks to ensure completion of 19 Associate Degree Nurse (A.D.N.) students identified as participating through the Nurse Workforce Initiative grant.

#### **Contractor Roles and Responsibilities:**

1. The Contractor shall provide the necessary clinical facilities, equipment, tools and instructional aids materials, books, supplies, and other related expenses, unless otherwise specified.
2. The Contractor shall ensure that staff size is appropriate for the number of participants enrolled in the clinical setting.
3. The Contractor shall utilize best efforts and available services (tutoring, counseling, etc.) to keep the participant enrolled in the program.
4. The Contractor shall monitor daily attendance and participant's progress and provide reports to EDA/NWI Coordinator.
5. The Contractor shall support participant's effort in transitioning into unsubsidized employment if not already employed.
6. The Contractor shall have a reporting system in place to track participants throughout the program.

**County Roles and Responsibilities:** County shall register 19 A.D.N. students meeting NWI criteria. These students shall transition from the H1B Health Care Grant to the Nurse Workforce Initiative Grant.

**Exhibit B**

**Riverside Community College District  
Nurse Workforce Initiative Regional Training Collaborative Program  
BUDGET PAGE**

The amount of compensation paid to the Contractor for the Nurse Workforce Initiative Regional Training Collaborative Program shall be a maximum of **\$90,753** for the final year of instruction of 19 A.D.N. students transitioning enrollment from the H1B Health Care Grant. The County shall reimburse the Contractor for the costs associated with funding two full-time Registered Nurse instructors and one Adjunct/Special Projects instructor for the Regional Training Collaborative program.

Cost of the Nurse Workforce Initiative instructors shall be billed only when the term and funds of the H1B Grant have been exhausted, and only for cost incurred under the Nurse Workforce Initiative program. The Contractor shall submit an invoice to EDA, Planning and Development Unit including a list of students enrolled in the program.

Funding of this Agreement is contingent on the availability of State funds and state's authorization for program activities and is subject to amendment or termination due to a lack of funds authorization.

**Exhibit C**

**Article XI. 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 Sub-grantee and the State of California with respect to grant application for funds under the WIA program.

**County of Riverside WIA policies** as set forth in the Request for Proposal for the WIA Programs.

**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.

- A. **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 Equal Employment Opportunity Commission enforces the Act.
- B. **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 Equal Opportunity Commission enforces the Act.
- C. **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).

- D. **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.
- E. **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 Development Department (EDD).
- F. **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.
- G. **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;
  4. 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;
  5. 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;
  6. 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.

H. **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.

I. **Environmental Protection Regulations** under the:

**Clean Air & Water Act:** The Contractor assures 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.

**Energy Policy and Conservation Act** (pub. L. 94-163), CONSULTANT 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.

- J. **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. A private right of action in the federal district courts enforces the Act.
- K. **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 Office of Federal Compliance Contract Programs of the Department of Labor enforces the Order.
- L. **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 Wage and Hour Division of the Department of Labor and private lawsuits, as amended by the Minimum Wage Increase Act of 1996, enforce the Act.
- M. **Family 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 Wage and Hour Division of the Department of Labor enforce the Act.
- N. **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 U.S. Office of Special Counsel enforces the Act.
- O. **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 Department of Justice and the Immigration and Naturalization Service enforce the Act.

P. **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. The Office of Labor Management Standards of the Department of Labor enforces this Act.

Q. **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.

- R. **Military Selective Service Act** shall be assured by the Secretary that each individual participating in any federally funded program has not violated 50 U.S.C. App. 453 by not presenting and submitting to registration as required pursuant to such Act. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.
- S. **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.
- T. **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 Occupational Safety and Health Administration enforce the Act.
- U. **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 Equal Employment Opportunity Commission enforces the Act.
- V. **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.
- W. **Pregnancy Discrimination Act** (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Equal Employment Opportunity Commission enforces the Act.
- X. **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.

- Y. **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. The Equal Employment Opportunity Commission enforces Title VII.
- Z. **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 Office of Veterans Employment and Training of the Department of Labor enforce the Act.
- AA. **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 Wage and Hour Division of the Department of Labor enforce the Act.
- BB. **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.

COUNTY and CONTRACTOR Agree:

Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis

Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of

the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party. If the CONTRACTOR enters into an agreement with a third party to provide WIA services, the CONTRACTOR agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

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

Date: October 19, 2004

Subject: Catering Agreement between Riverside Community College District and Riverside Marriott

Background: Attached for the Board's review and consideration is a Catering Agreement between Riverside Community College District and Riverside Marriott as confirmation of catering arrangements to support the RCC Foster and Kinship Care Education Program. The catering arrangements provide room and food services for nine breakfast meeting workshops for the Foster and Kinship Care Education Program beginning October 21, 2004 through June 9, 2005. This program provides educational opportunities to foster parents, kinship care providers, and non-relative extension-family care providers. Workshop curriculum to include but not limited to effects of abuse and neglect on children, adjusting to adolescence, development and discipline, self esteem, and Helping children have a successful school year. It is expected that the cost of each workshop will be \$400.00, for a total cost of \$3,600.00. Funding Source: Foster and Kinship Care Education grant.

Recommended Action: It is recommended that the Board of Trustees approve this Catering Agreement between RCCD and Riverside Marriott to provide catering services for the Foster and Kinship Care Education Program, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**CATERING AGREEMENT**  
**October 13, 2004**

**Riverside Community College District**  
**4800 Magnolia Avenue**  
**Riverside, CA 92557**

DATE OF FUNCTION: Thursday, October 21, 2004 - Thursday, October 21, 2004  
Ms. Penny Davis  
RCC Foster & Kinship Care Program  
4800 Magnolia Avenue  
Riverside, CA 92506

Please accept this agreement as confirmation that **Riverside Marriott** is holding the following for **Riverside Community College District for use by RCC's Foster and Kinship Care Education Program** on a tentative basis. Below outlines the arrangements we discussed. Please review, sign, and return to our office by **September 10, 2004**, in order to secure space on definite basis. Please note that arrangements will not be considered as definite until we receive this signed confirmation.

**AGENDA**

DATE	START TIME	END TIME	FUNCTION	ROOM	AGR	SETUP	ROOM RENTAL
10/21/2004	9:00 AM	12:00 PM	BREAKFAST MEETING	EMBASSY ROOM	20	HOLLOW SQUARE	\$ 75.00
11/18/2004	9:00 AM	12:00 PM	BREAKFAST MEETING	EMBASSY ROOM	20	HOLLOW SQUARE	\$ 75.00
12/9/2004	9:00 AM	12:00 PM	BREAKFAST MEETING	EMBASSY ROOM	20	HOLLOW SQUARE	\$ 75.00
1/13/2005	9:00 AM	12:00 PM	BREAKFAST MEETING	IMPERIAL ROOM	20	HOLLOW SQUARE	\$ 75.00
2/10/2005	9:00 AM	12:00 PM	BREAKFAST MEETING	IMPERIAL ROOM	20	HOLLOW SQUARE	\$ 75.00
3/10/2005	9:00 AM	12:00 PM	BREAKFAST MEETING	IMPERIAL ROOM	20	HOLLOW SQUARE	\$ 75.00
4/21/2005	9:00 AM	12:00 PM	BREAKFAST MEETING	IMPERIAL ROOM	20	HOLLOW SQUARE	\$ 75.00
5/12/2005	9:00 AM	12:00 PM	BREAKFAST MEETING	IMPERIAL ROOM	20	HOLLOW SQUARE	\$ 75.00
6/9/2005	9:00 AM	12:00 PM	BREAKFAST MEETING	IMPERIAL ROOM	20	HOLLOW SQUARE	\$ 75.00

**FOOD AND BEVERAGE**

Menu prices can be confirmed six months prior to your scheduled function. A firm and final guarantee is due by 12:00 noon three (3) working days prior to the above function. Exact attendance for functions scheduled for a Monday or Tuesday must be received by Noon the proceeding Friday. If less people than the guarantee are served, the organization will be charged based on the guarantee. The Hotel agrees to be prepared to serve 5% above the guarantee for functions with a guarantee of over 20 people.

**GUARANTEES**

At the signing of the contract you estimate 20 people for your function and have committed to paying for the estimated charges for no less than 20 persons prior to service charge and sales tax. With any revision, the banquet space is subject to change.

## **MENU SELECTION**

Our menu selections are provided as guidelines and suggestions. Our Catering staff will work with you on any special requests. Your menu selections should be submitted to the Hotel's Catering Department no later than three weeks prior to your scheduled function.

## **FOOD AND BEVERAGE LIABILITY**

Because of the legal liability for all food and beverage served on premise, as well as licensing restrictions, our insurance requires that only **Riverside Marriott's** food and beverage may be served on Hotel property. Food and Beverage may not be removed from the Hotel property.

## **STATE TAX & SERVICE CHARGE**

All menu items are subject to applicable taxes and services charges. Sales tax will apply to the service charge. All taxes and service charges are subject to change without notice.

## **AUDIO VISUAL**

**PRO AUDIO** is our preferred Audio-Visual representative.

The Catering Department will arrange for the rental of Audio-Visual Equipment that you would require for your meeting. All equipment is subject to a **19%** service charge and current **CALIFORNIA** sales tax. Guests will be responsible for all rental and labor charges incurred. Any Audio-Visual items cancelled with 24 hours will be charged at full retail.

**Riverside Marriott** cannot be held responsible for the storage of a group's own equipment overnight or equipment left at the conclusion of the event.

## **FUNCTION SPACE**

In keeping with your needs as we understand them, the **Riverside Marriott** has enclosed a tentative agenda listing all meeting space and functions that will be held as part of this agreement. The **Riverside Marriott** reserves the right to adjust the room assignment based upon actual number guaranteed. The guest agrees to begin the function at the scheduled time and agrees to vacate the designated meeting space at the closing hour indicated on the Banquet Event Order.

Changes in meeting room arrangements within 24 hours will be subject to an additional labor charge.

Banquet Event Orders (BEOs) will be sent to you prior to your group's arrival for our approval. The BEO is our communication to the Set Up Staff. Any set up requirements, tables, chairs, room ready times, time the meal is served, etc. must appear on these sheets. Please review them carefully and make any changes needed prior to your arrival.

Should your group be selling any items within the function space rented, you are hereby advised that it is the responsibility of the client to secure a **RIVERSIDE** Sales Tax Certificate. Please provide the Catering Office with a copy of this certificate.

## **BANQUET TICKETS**

Banquet Tickets confirming charges will be presented prior to your departure from the Hotel. Upon completion of your meeting, please contact the Banquet Manger on Duty by Dialing the Operator to receive a copy of the Banquet Tickets. The **Riverside Marriott** reserves the right to make corrections to the banquet tickets following your departure during the audit process. Following your departure, the Catering Department will audit your Banquet Ticket and corrections may occur to your account. In such cases, the Catering Manager will contact you directly by phone or mail to discuss the corrections. The client is responsible for payment of all charges, including corrections, in a timely manner.

## SECURITY

**Riverside Community College District** acknowledges that the **Riverside Marriott** cannot be responsible for the safe keeping of equipment, displays, supplies, written materials, or any other items left in the meeting, or conference areas.

Accordingly, **Riverside Community College District** acknowledges that it will be responsible to provide Security if desired as approved by the **Riverside Marriott**, and hereby assumes the responsibility protection of the above listed items. All security must be approved through the hotel and will be charged to the organization. Normal hotel security policies apply.

All materials left in your meeting room after your scheduled time will be considered disposable and handled accordingly. The hotel will not be responsible for any articles left unattended.

Uniformed security officers must be supplied by client. Please advise the Catering Department two weeks in advance of the scheduled function as to Security Company selected. The Security Company will need to check in with the Front Desk upon arrival. No security officer may be armed within the building. The **Riverside Marriott** reserves the right to deny entrance to the hotel by any person who appears to be under the influence of alcohol or illegal substances. The **Riverside Marriott** has the right to terminate the scheduled function with due cause. In such case, all moneys are non-refundable.

## SIGNS, BANNERS, AND DISPLAYS

No signs, banners and displays shall be erected or displayed in any part of the Hotel without the approval of the Catering office. Nothing shall be nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building. Easels are available through the Catering Office at a nominal fee. Banners hanging charges may apply.

## CREDIT AND BILLING

Payment for your scheduled function has been arranged in the following manner:

The **Riverside Community College District** is approved for Direct Billing. Payment is due 30 days following the scheduled function.

## CANCELLATIONS

Cancellation of this signed agreement may be subject to liquidation damages based on the following scale:

CANCEL WITHIN	% OF ESTIMATED TOTAL
0 – 60 Days	100%
61-180 Days	50%
181-365 Days	25%

## A.S.C.A.P.

The **Riverside Community College District** is hereby notified by the **Riverside Marriott** that any music, live or reproduced, needs to bear the authorization and appropriate waivers as outlined by A.S.C.A.P.

## AMERICANS WITH DISABILITIES ACT (ADA)

The **Riverside Marriott** warrants that as a place of “public accommodation” it is in compliance with the Americans with Disabilities Act and all regulations issued thereunder and that it will, in implementing instructions from the **Riverside Community College District**, for the meeting covered by this Agreement, make every effort to comply in all respects with the provisions of the ADA and regulations issued thereunder.

The **Riverside Community College District** shall notify the **Riverside Marriott** in advance of any special accommodations needed by the meeting attendees when such needs are known to the **Riverside Community College District**. The **Riverside Marriott** agrees to hold harmless the **Riverside Community College**, it's officers, volunteer leaders, and employees from any and all claims arising from ADA violations within the scope and responsibility of the Hotel and its activities.

**ACTS OF GOD AND WAR**

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal or impossible to provide facilities of to hold the meeting/convention. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party to the other. Any controversy or claim arising out of or relating to cancellation of this contract, for the sole purpose of holding said meeting in another city or hotel facility, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon he award rendered by the Arbitration(s) may be entered in any court having jurisdiction thereof.

**ACCEPTANCE**

The above arrangements have been outlined on a tentative basis through **September 10, 2004**. As the authorized representative of the **Riverside Community College District**, your signature on the Catering Confirmation shall confirm your agreement with our arrangements and hereby enable use to established function space on a definite basis.

Any changes to this agreement must be approved by the **Riverside Marriott** and accepted with counter signature by a **Riverside Marriott** representative. Please initial the bottom right hand corner of each page and return the entire original agreement to the **Riverside Marriott**.

On behalf of the staff at the **Riverside Marriott**, we thank you for selecting our hotel to host your event.

\_\_\_\_\_  
Dr. James Buysse  
Vice President, Administration and Finance  
Riverside Community College District

\_\_\_\_\_  
Cynthia Crehan Director of Catering  
Riverside Marriott

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-c

Date: October 19, 2004

Subject: Consultant Agreement with Victoria Stephens

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Victoria Stephens, to prepare and conduct a series of nine (9) three-hour workshops beginning October 20, 2004 through June 30, 2005. The workshops will be provided to fulfill the requirements of the Foster and Kinship Care Education Program. The workshops will address subjects to include but not limited to the effects of abuse and neglect on children, adjusting to adolescence, development and discipline, self-esteem, and helping children have a successful school year. Total expenses not to exceed \$2,700.00. Funding Source: Foster and Kinship Care Education Grant.

The workshop presenter identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Victoria Stephens for the preparation and delivery of nine three-hour workshops, to be presented October 20, 2004 through June 30, 2005. The total cost of the workshops is not to exceed \$2,700.00. It is further recommended that the Vice President, Administration and Finance be authorized to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**CONSULTANT AGREEMENT  
BETWEEN**

**VICTORIA STEPHENS  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20<sup>th</sup> day of October 2004, between Victoria Stephens, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning October 20, 2004, and will continue in effective until June 30, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

- 2.01 Consultant agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant at the rate of \$100.00 per hour for a series of workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the consultant will conduct nine (9) workshops, each of which is three (3) hours in duration, during the term of the agreement. Total payments to the consultant are not to exceed \$2,700.00.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

- 4.01 Minimum Amount of Service. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 Indemnification. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Consultant and provide access to all documents and/or information reasonably necessary to the performance of Consultant's duties under this Agreement.

**ARTICLE VI. TERMINATION OF AGREEMENT**

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

**ARTICLE VII. GENERAL PROVISIONS**

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promised not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buisse  
Vice President, Administration and  
Finance

\_\_\_\_\_  
Victoria Stephens

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

With this Agreement, Consultant will perform services and produce deliverables as detailed within this scope of work.

**Prepare and Conduct 3-hour Workshops**

Consultant hereby agrees to provide a series of nine 3-hour workshop to participants in the Foster and Kinship Care Education Program in the Riverside area on beginning October 20, 2004 through June 30, 2005. The workshop will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Workshop dates and locations to be determined by Penny Davis, Director of Foster and Kinship Care Education Program

**Deliverables**

The following will be delivered to H-1B participants as a result of the provision of services described within this scope of work.

- Conduct nine 3-hour workshops as part of meeting program requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-d

Date: October 19, 2004

Subject: Consultant Agreement between Riverside Community College District  
and Teresa Samano

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Teresa Samano, to prepare and conduct a series of nine (9) three-hour workshops beginning October 20, 2004 through June 30, 2005. The workshops will be provided to fulfill the requirements of the Foster and Kinship Care Education Program. The workshops will address subjects to include but not limited to the effects of abuse and neglect on children, adjusting to adolescence, development and discipline, self-esteem, and helping children have a successful school year. Total expenses not to exceed \$2,700.00. Funding Source: Foster and Kinship Care Education Grant.

The workshop presenter identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Teresa Samano for the preparation and delivery of nine three-hour workshops, to be presented October 20, 2004 through June 30, 2005. The total cost of the workshops is not to exceed \$2,700.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**CONSULTANT AGREEMENT  
BETWEEN**

**TERESA SAMANO  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20<sup>th</sup> day of October 2004, between Teresa Samano, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning October 20, 2004, and will continue in effect until June 30, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

- 2.01 Consultant agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant at the rate of \$100.00 per hour for a series of workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the consultant will conduct nine (9) workshops, each of which is three (3) hours in duration, during the term of the agreement. Total payments to the consultant are not to exceed \$2,700.00.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

- 4.01 Minimum Amount of Service. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 Indemnification. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Consultant and provide access to all documents and/or information reasonably necessary to the performance of Consultant's duties under this Agreement.

**ARTICLE VI. TERMINATION OF AGREEMENT**

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

**ARTICLE VII. GENERAL PROVISIONS**

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buysse  
Vice President, Administration and  
Finance

\_\_\_\_\_  
Teresa Samano

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

With this Agreement, Consultant will perform services and produce deliverables as detailed within this scope of work.

**Prepare and Conduct 3-hour Workshops**

Consultant hereby agrees to provide a series of nine 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside area beginning October 20, 2004 through June 30, 2005. The workshops will address issues for foster parents and kinship providers. Curriculum is to include age-appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Workshop dates and locations to be determined by Penny Davis, Director of Foster and Kinship Care Education Program.

**Deliverables**

The following will be delivered to participants of the Foster and Kinship Care Education Program as a result of the provision of services described within this scope of work.

- Conduct nine 3-hour workshops as part of meeting program requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-e

Date: October 19, 2004

Subject: Agreement - Michelle Runnels

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Michelle Runnels, to prepare and conduct a series of three (3) three-hour workshops beginning October 20, 2004 through June 30, 2005. The workshops will be provided to fulfill the requirements of the Foster and Kinship Care Education Program. The workshops will address subjects to include but not limited to the effects of abuse and neglect on children, adjusting to adolescence, development and discipline, self-esteem, and helping children have a successful school year. Total expenses not to exceed \$900.00. Funding Source: Foster and Kinship Care Education Grant.

The workshop presenter identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Michelle Runnels for the preparation and delivery of three (3) three-hour workshops, to be presented October 20, 2004 through June 30, 2005. The total cost of the workshops is not to exceed \$900.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**CONSULTANT AGREEMENT  
BETWEEN**

**MICHELLE RUNNELS  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20<sup>th</sup> day of October 2004, between Michelle Runnels, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning October 20, 2004, and will continue in effect until June 30, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

- 2.01 Consultant agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant at the rate of \$100.00 per hour for a series of workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the consultant will conduct three (3) workshops, each of which is three (3) hours in duration, during the term of the agreement. Total payments to the consultant are not to exceed \$900.00.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

- 4.01 Minimum Amount of Service. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 Indemnification. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Consultant and provide access to all documents and/or information reasonably necessary to the performance of Consultant's duties under this Agreement.

**ARTICLE VI. TERMINATION OF AGREEMENT**

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

**ARTICLE VII. GENERAL PROVISIONS**

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buisse  
Vice President, Administration and  
Finance

\_\_\_\_\_  
Michelle Runnels

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

With this Agreement, Consultant will perform services and produce deliverables as detailed within this scope of work.

**Prepare and Conduct 3-hour Workshops**

Consultant hereby agrees to provide a series of three 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside area beginning October 20, 2004 through June 30, 2005. The workshops will address issues for foster parents and kinship providers. Curriculum is to include age-appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Workshop dates and locations to be determined by Penny Davis, Director of Foster and Kinship Care Education Program.

**Deliverables**

The following will be delivered to participants of the Foster and Kinship Care Education Program as a result of the provision of services described within this scope of work.

- Conduct three 3-hour workshops as part of meeting program requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-f

Date: October 19, 2004

Subject: Consultant Agreement between Riverside Community College District  
and Elizabeth Hernandez-Falk

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Elizabeth Hernandez-Falk, to prepare and conduct a series of eight (8) three-hour workshops beginning October 20, 2004 through June 30, 2005. The workshops will be provided to fulfill the requirements of the Foster and Kinship Care Education Program. The workshops will address subjects to include but not limited to the effects of abuse and neglect on children, adjusting to adolescence, development and discipline, self-esteem, and helping children have a successful school year. Total expenses not to exceed \$2,400.00. Funding Source: Foster and Kinship Care Education Grant.

The workshop presenter identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Elizabeth Hernandez-Falk for the preparation and delivery of eight (8) 3-hour workshops, to be presented October 20, 2004 through June 30, 2005. The total cost of the workshops is not to exceed \$2,400.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**CONSULTANT AGREEMENT  
BETWEEN**

**ELIZABETH HERNANDEZ-FALK  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20<sup>th</sup> day of October 2004, between Elizabeth Hernandez-Falk, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning October 20, 2004, and will continue in effect until June 30, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

- 2.01 Consultant agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant at the rate of \$100.00 per hour for a series of workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the consultant will conduct eight (8) workshops, each of which is three (3) hours in duration, during the period of the agreement. Total payments to the consultant are not to exceed \$2,400.00.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

- 4.01 Minimum Amount of Service. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 Indemnification. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Consultant and provide access to all documents and/or information reasonably necessary to the performance of Consultant's duties under this Agreement.

**ARTICLE VI. TERMINATION OF AGREEMENT**

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

**ARTICLE VII. GENERAL PROVISIONS**

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buisse  
Vice President, Administration and  
Finance

\_\_\_\_\_  
Elizabeth Hernandez-Falk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

With this Agreement, Consultant will perform services and produce deliverables as detailed within this scope of work.

**Prepare and Conduct 3-hour Workshops**

Consultant hereby agrees to provide a series of eight 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside area beginning October 20, 2004 through June 30, 2005. The workshops will address issues for foster parents and kinship providers. Curriculum is to include age-appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Workshop dates and locations to be determined by Penny Davis, Director of Foster and Kinship Care Education Program.

**Deliverables**

The following will be delivered to participants of the Foster and Kinship Care Education Program as a result of the provision of services described within this scope of work.

- Conduct eight 3-hour workshops as part of meeting program requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-g

Date: October 19, 2004

Subject: Agreement - Luz Estrada

Background: Attached for the Board's review and consideration is a Consultant Agreement between Riverside Community College District and Luz Estrada, to prepare and conduct a series of eight (8) three-hour workshops beginning October 20, 2004 through June 30, 2005. The workshops will be provided to fulfill the requirements of the Foster and Kinship Care Education Program. The workshops will address subjects to include but not limited to the effects of abuse and neglect on children, adjusting to adolescence, development and discipline, self-esteem, and helping children have a successful school year. Total expenses not to exceed \$2,400.00. Funding Source: Foster and Kinship Care Education Grant.

The workshop presenter identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code.

This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management.

Recommended Action: It is recommended that the Board of Trustees approve this Consultant Agreement between RCCD and Luz Estrada for the preparation and delivery of eight (8) three-hour workshops, to be presented October 20, 2004 through June 30, 2005. The total cost of the workshops is not to exceed \$2,400.00. It is further recommended that the Vice President, Administration and Finance, be authorized to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Michael Wright, Grants and Contracts Manager

**CONSULTANT AGREEMENT  
BETWEEN**

**LUZ ESTRADA  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this 20<sup>th</sup> day of October 2004, between Luz Estrada, hereinafter referred to as the "Consultant," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

**ARTICLE I. TERM OF CONTRACT**

- 1.01 This Agreement is effective to cover activities beginning October 20, 2004, and will continue in effect until June 30, 2005.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONSULTANT**

- 2.01 Consultant agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

**ARTICLE III. COMPENSATION**

- 3.01 In consideration for the services to be performed by the Consultant, The District will pay the Consultant at the rate of \$100.00 per hour for a series of workshops to fulfill the requirements of the Foster and Kinship Care Education Program. It is expected that the consultant will conduct eight (8) workshops, each of which is three (3) hours in duration, during the term of the agreement. Total payments to the consultant are not to exceed \$2,400.00.

**ARTICLE IV. OBLIGATIONS OF CONSULTANT**

- 4.01 Minimum Amount of Service. Consultant agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.
- 4.02 Indemnification. Consultant and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The Consultant also agrees to hold The District harmless for claims of libel and slander for any and all information provided at any point of the presentation.

- 4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
- 4.04 Treatment of the District Information. Consultant shall regard all District data and information used in the work performed under this agreement as confidential.

**ARTICLE V. OBLIGATIONS OF THE DISTRICT**

- 5.01 Cooperation of the District. The District agrees to comply with all reasonable requests of the Consultant and provide access to all documents and/or information reasonably necessary to the performance of Consultant's duties under this Agreement.

**ARTICLE VI. TERMINATION OF AGREEMENT**

- 6.01 Termination upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

**ARTICLE VII. GENERAL PROVISIONS**

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College  
District

Consultant

\_\_\_\_\_  
James L. Buysse  
Vice President, Administration and  
Finance

\_\_\_\_\_  
Luz Estrada

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**Consultant Agreement with  
Riverside Community College**

**SCOPE OF WORK**

With this Agreement, Consultant will perform services and produce deliverables as detailed within this scope of work.

**Prepare and Conduct 3-hour Workshops**

Consultant hereby agrees to provide a series of eight 3-hour workshops to participants in the Foster and Kinship Care Education Program in the Riverside area beginning October 20, 2004 through June 30, 2005. The workshops will address issues for foster parents and kinship providers. Curriculum is to include age appropriate child development, positive discipline, self esteem, health concerns, and emancipation issues. Workshop dates and locations to be determined by Penny Davis, Director of Foster and Kinship Care Education Program.

**Deliverables**

The following will be delivered to participants of the Foster and Kinship Care Education Program as a result of the provision of services described within this scope of work.

- Conduct eight 3-hour workshops as part of meeting program requirements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-4-h

Date: October 19, 2004

Subject: Memorandum of Understanding (MOU) Between Riverside Unified School District (RUSD), Riverside Gateway to College Early College High School (ECHS), and Riverside Community College District (RCCD).

Background: This Memorandum of Understanding identifies Riverside Unified School District (RUSD) as the chartering agency and details Riverside Unified School District's, Riverside Gateway to College Early College High School's, and Riverside Community College District's respective fiscal and administrative responsibilities and their legal responsibilities relative to the Gateway to College Early College High School. Specific responsibilities of RCCD include cooperating with RUSD in the delivery of special education services and notification to RUSD in the event a student's placement appears to be inappropriate. Further, RCCD general education instructors are to attend meetings regarding a student's Individualized Education Plan (IEP) and implement classroom accommodations where required. RCCD agrees to utilize and follow RUSD's special district form in facilitating special education provisions. The Memorandum of Understanding does not create any additional revenue or fiscal liabilities for RCCD in connection with the relationship with Gateway to College Early College High School.

Sylvia Thomas, Associate Vice President of Instruction, Ed Godwin, Risk Manager, and Jerry Simmons, Legal Counsel, have reviewed this MOU.

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Understanding between Riverside Unified School District, Riverside Gateway to College Early College High School, and Riverside Community College District for the time frame of October 20, 2004 through June 30, 2005, and authorize the Vice President, Administration and Finance, to sign the Memorandum of Understanding.

Salvatore G. Rotella  
President

Prepared by: Shelagh Camak, Dean, Workforce Preparation  
Jill Marks, Project Coordinator, Riverside Gateway to College

**MEMORANDUM OF UNDERSTANDING**  
**AMONG THE RIVERSIDE UNIFIED SCHOOL DISTRICT**  
**AND THE RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**AND THE GATEWAY TO COLLEGE CHARTER SCHOOL**

This memorandum of understanding is made and entered into on this 20<sup>th</sup> of September of 2004, by and between the Riverside Unified School District (“District”), the Riverside Community College District (“College”) and the Gateway to College Charter School (“Charter School”).

**RECITALS**

- A. In 2003, District and College submitted a joint request for funding to Portland Community College to establish a replication of Portland Community College’s Gateway to College Program on the Riverside Community College campus.
- B. On December 1, 2003, the Portland Community College awarded the College and District \$300,000 from the Bill and Melinda Gates Foundation to assist in the replication of the Gateway to College model in Riverside.
- C. The staff of both the District and the College collaboratively drafted the charter school petition and had it signed by teachers meaningfully interested in teaching at the proposed charter school.
- D. On February 3, 2004, Richard P. Ramirez submitted a charter petition on behalf of the charter petitioners.
- E. The Gateway to College Charter School was approved by unanimous vote of the Governing Board of the District on February 17, 2004.
- F. This memorandum of understanding is intended to outline the agreement of the District, College and Charter School governing their respective fiscal and administrative responsibilities and their legal relationships.
- G. Written modifications to this agreement may be made by mutual written agreement as set forth below.
- H. This agreement is not intended to supercede the charter approved by the District Governing Board. If the terms of this agreement conflict with the terms of the charter, the charter will control. If the charter is subsequently amended and said amendments conflict with provisions of this agreement, the new charter provisions will control.

## **AGREEMENT**

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Purpose. The District is the chartering agency of the Charter School. This agreement is intended to outline the agreement of the Charter School, District and College governing their respective fiscal and administrative responsibilities and their legal relationships.

2. Term. The term of this Agreement shall commence upon the signature and approval by the Governing Board of the District, the Board of Directors of the Charter School and the Governing Board of the College, or their authorized representatives, and terminate upon expiration of the charter. In the event the charter is renewed at the end of its current five year term, this agreement shall continue in full force and effect until such time as the Charter School ceases to operate or the parties mutually agree to terminate this Agreement.

The parties shall, however, review the terms of this Agreement annually and, by February 1<sup>st</sup> of each year, present proposed revisions to the Agreement. If the parties cannot agree to the proposed revisions by April 30<sup>th</sup> of that year, then the existing Agreement will continue in effect until mutually modified by approval of all parties in writing. Nothing in this Section shall prevent any party from suggesting, proposing or agreeing to a revision to the Agreement at any time during the year. Failure of the parties to reach agreement on proposed revisions shall not, in itself, constitute a reason for revocation under Education Code §47607. Breach of this Agreement shall not, in itself, be considered a reason for revocation unless the actions causing the breach would justify revocation under Education Code §47607.

3. Funding.

- a) The District shall annually transfer to the Charter School funding in lieu of property taxes in monthly installments on or before the fifteenth (15<sup>th</sup>) of each month pursuant to Education Code §47635, subdivision (b). For purposes of determining funding in lieu of property taxes, Charter School average daily attendance, as reported to the state by the Charter School, includes all Charter School students regardless of district of residence.
- b) The District shall charge, and Charter School shall pay, for the actual costs of supervisorial oversight of Charter School not to exceed one percent (1%) of the revenue of Charter School. "Revenue" for purposes of this calculation shall include all public sources of revenue of the Charter School that are not restricted due to statutory or grant requirements.
- c) Charter School shall submit an application to the State Department of Education for direct funding, pursuant to Education Code §47651. The Charter School funds shall be deposited directly into the treasury account held by the Charter School at the Riverside County Office of Education.

- d) Charter School shall receive funding from the California State Lottery on the per ADA amounts which may vary depending on the receipts of the State Lottery, and other factors. Charter School shall receive funding from new or “one time” funding sources available to schools or school districts, to the extent that Charter School and its students generate such entitlements.
- e) Pursuant to Education Code §47636(b), Charter School may negotiate for any of the following: parcel taxes, developer’s fees, community facilities district revenues, redevelopment funds, and local donations to the District.
- f) Special education funding shall be addressed as provided in paragraph 7, Special Education, below.

4. Budget.

Charter School shall prepare and submit the following financial information to the District.

- a) A proposed monthly budget for the upcoming fiscal year showing estimated revenue and expenditures, based on identified and reasonable assumptions by June 1<sup>st</sup> prior to the beginning of the subsequent fiscal year. Charter School shall revise this budget, if necessary, once the state budget is signed each year.
- b) Monthly financial reports displaying the financial status of the Charter School shall be submitted by the 25<sup>th</sup> of each month regarding data from the previous month. Such report shall display budgeted revenues and expenditures as compared with actual figures to date and projected year end figures by major category of revenue and expenditures.
- c) The annual, independent, audit as required by law shall be filed no later than December 15<sup>th</sup> following the June 30<sup>th</sup> close of the annual fiscal year with the State Controller’s Office, the County Superintendent of Schools, and the State Department of Education. On or before December 1<sup>st</sup> of each annual school fiscal year, the Charter School shall submit the completed audit report to the District. The audit shall be conducted by an auditor meeting the standards set forth by the State Controller’s Office.

5. Personnel.

- a) The Charter school shall be the exclusive public school employer for purposes of collective bargaining. None of the existing collective bargaining agreements of the District or the College shall apply to the Charter School or its employees. No College or District employees will be assigned to the Charter School on District or College time. Any employee of either the

College or the District who leaves employment at the College or District to work at the Charter School shall not have any return or tenure rights at the College or District. Nothing in this agreement shall be construed to prohibit the Charter School from making offers of employment to existing District and College faculty and staff for either part- or full-time work.

- b) The Charter School agrees that all employees shall be subject to the fingerprinting requirements of Education Code §44237 and §45125.1. Charter School shall make arrangements with the Riverside County Office of Education or the community college police department to meet these fingerprinting requirements.
- c) Charter School shall provide for its own payroll services, and may contract for this service. District agrees to cooperate with Charter School to report retirement credit to PERS and STRS in the event the Charter School uses STRS and/or PERS for its employee retirement plans.
- d) Charter School employees shall not participate in the health and welfare programs of the District or College. If the Charter School wishes to provide health and welfare benefits to its employees, Charter School must contract with appropriate service providers for these services.

6. Facilities.

- a) The Charter School shall initially locate on the Riverside Community College campus in Riverside, California. In the event that the Charter School obtains authorization to operate at other campuses of the Riverside Community College District under either new legislation or a State Board of Education waiver, the Charter School may do so. Charter School anticipates locating on the campus of the community college and conducting all of its instruction via that site, and thus does not anticipate any facilities being needed from the District under Proposition 39.
- b) District and College agree to cooperate with Charter School to obtain school facilities rental reimbursement funding under SB740 and to support Charter School's application(s) for state school facilities funding to the extent it is available and the Charter School meets the eligibility criteria.

7. Special Education.

- a) The Charter School shall be categorized as a public school of the District for purposes of special education in accordance with Education Code §47641(b). The Charter School shall have the right to operate as a separate LEA with consent of the District if that structure is found to better serve the students of

the Charter School.

- b) The Charter School shall participate in state and federal special education funding in the same manner as any other public school of the District. Due to the unique curriculum and facilities associated with this program, students may not receive special education services in the same manner or at the same locations as if they attended another school within the District. However, the Charter School, District and College will ensure that all students of the Charter School are provided a free and appropriate education.
- c) Decisions regarding eligibility, goals/objectives, program placement and exit from special education shall be made by the Individualized Education Program (“IEP”) team. Team membership shall be in compliance with federal law and shall include one representative of the administration of the Charter School and one representative of the administration of the College. Services and placement shall be provided to all eligible Charter School students in accordance with the Individuals with Disabilities in Education Act, 20 U.S.C. §1400 *et seq.* (“IDEA”), and the policies, procedures and requirements of the SELPA in which the District participates.

Due to the unique nature of this program and the fact that it will operate on the College campus and largely be taught by College employees, the College will be intimately involved in the IEP development process and will typically lead the development of §504 and Americans with Disabilities Act (“ADA”) accommodations.

d) Responsibilities of the Charter School.

- (i) The Charter School shall identify and refer for testing/assessment any student that it knows or has reason to know might have a disability.
- (ii) The Charter School shall require parents/guardians of Charter School students to disclose during the registration process whether they are now or have ever been identified as a special education student. Applicants will be required to submit copies of active IEPs or §504 plans immediately after they have been admitted as a condition of enrollment.
- (iii) The Charter School shall submit copies of active IEPs and §504 plans immediately to the District Special Education Department and the College DSPS Coordinator so that College and District may fulfill their obligations under this Agreement.

e) Responsibilities of the District.

- (i) The District shall be responsible for providing all special education services to eligible students enrolled in the charter school unless the District and College mutually agree that the District may assign responsibility for delivering some of these services to the College. Such agreements will necessarily be made on a case-by-case basis taking into consideration the training and availability of staff and appropriate facilities at the College.
- (ii) The District shall be responsible for determining what assessments, if any, are necessary and arrange for such assessments for all referred students, for annual assessments, and for tri-annual assessments.
- (iii) The District shall be responsible for coordinating the special education program for students enrolled in the Charter School, with the assistance of the College's Disabled Students Programs and Services Office.

f) Responsibilities of the College.

- (i) The College shall cooperate with the District regarding the delivery of special education services and *coordinating* §504 accommodation plans on the community college campus. The College may provide services that the College already provides to its students.
- (ii) The College shall notify the District if the College feels that the program is not an appropriate placement for a pupil so that an IEP meeting can be called to discuss additional accommodations or alternate placement.
- (iii) College general education instructors will attend IEP meetings and 504 plan meetings as necessary.
- (iv) College general education instructors will implement classroom accommodations included in IEPs and 504 plans.
- (v) College and Charter staff will follow and utilize District special education forms and procedures unless there has been mutual agreement to develop modified forms and procedures for use with charter school students.

g) Cooperation with Other Parties.

All parties pledge that they will work together in good faith to resolve any special education disputes that arise in the course of conducting this



program. Charter School and College shall participate in IEP development and shall make a good faith effort to identify and refer pupils needing assessment to District and to serve the students once identified.

h) Designated Representatives.

Each party shall identify a designated representative who will serve as the primary contact for special education matters. These primary contacts shall form a standing advisory committee to the senior administrator of the charter school on special education matters. This committee shall also be responsible for coordinating the delivery of special education services at the school.

i) §504 and the ADA.

Accommodations under § 504 of the Rehabilitation Act (“§ 504”) and the Americans with Disabilities Act (“ADA”) shall primarily be the responsibility of the Charter School and the College because the Charter School and College, rather than the District, has control over the school facilities and the academic program.

j) Complaints.

All complaints received by any of the parties of this Agreement relating to special education, §504 accommodations, and ADA compliance shall be forwarded promptly to the other parties and discussed, if necessary, by the standing committee on special education. The parties agree to cooperate in the drafting of an appropriate response on behalf of each of the agencies. The District shall take the lead on drafting responses on behalf of all agencies for IDEA complaints, and the Charter School and College shall take the lead on drafting responses on behalf of all agencies regarding §504 and ADA compliance complaints.

The District may initiate a due process hearing on behalf of a student enrolled in the Charter School if the District determines, in its sole discretion, that it is necessary in order to comply with IDEA. In the event that the parents/guardians file for a due process hearing, the District shall be responsible for the defense, with the full good faith cooperation of the Charter School and the College.

k) Funding.

- (i) The District shall retain 100 percent of all state and federal revenues that are generated by students attending the Charter School and

distributed by the SELPA. The District shall forward 20 percent of all state/federal revenues generated by students attending the Charter School to the College to support the College's services for IDEA eligible Gateway students. The formula for allocating special education funds between the District and College may be renegotiated annually, if requested by either party.

- (ii) The Charter School shall contribute funds to the District equal to its pro-rata share of the District-wide unfunded special education costs ("encroachment"). At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district.

8. English Learners.

The Charter school shall comply with all applicable state and federal law requirements relating to English Language Learners.

9. Data Reporting.

Charter School shall be required to obtain hardware and software that is compatible with District hardware and software in order to maintain a student information database. This requirement shall not preclude the Charter School from maintaining appropriate data on the College computer systems if it is helpful for tracking student progress, demographics or success in the college environment.

The Charter School shall participate in the District's electronic reporting system for average daily attendance, and shall provide data required for the California Basic Education Data System ("CBEDS").

The Charter School shall participate, through the District, in the Standard Test Reporting Program ("STAR"). The District shall provide the charter school with all tests, test forms, and assistance with any technical questions regarding the testing process.

The Charter School shall provide the District with required reports concerning special education students, including, but not limited to: annual and tri-annual Individualized Education Program meeting notices, discipline data, alternative

assessment and other reports as required by District special education staff.

The Charter School shall maintain student registration data on the District's database, to the extent the students are being claimed for apportionment by the charter school. In the event the student is being claimed for apportionment by the College, rather than the Charter School, the College may maintain the records.

The Charter School shall maintain files on immunization and health records for all students.

10. Charter Dispute Resolution Process.

In the event the Charter School has a dispute with either the District or the College, the school principal will make every effort to address the issue with the relevant party directly. If this fails, the principal may bring the issue to the Charter School Board of Directors or to a committee of the Board of Directors. The Board of Directors shall attempt to resolve the issue. If it fails to do so, it may request the assistance of either the District or College boards in order to resolve the issue.

Nothing in this section shall be interpreted such that the District is waiving its right to supervise and oversee the Charter School pursuant to the Charter Schools Act. Additionally, the District retains the right to revoke the charter pursuant to Education Code § 47607. The District may contract with a third party to provide supervision and oversight required by the Charter Schools Act.

The Charter School agrees to provide the District with copies of its governance documents, including Articles of Incorporation, Bylaws, and school policies.

11. Indemnification/Insurance.

a) General. Except as provided in Section 7 under Special Education, pursuant to Education Code §47604, the District shall not be liable for the debts and obligations of the Charter School. The Charter School shall be fully responsible for the fulfillment and/or repayment of any obligations incurred in the course of receiving grants or loans from the State of California.

b) Insurance. Throughout the life of this MOU, the Charter School shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide, the following policies of insurance:

i) Commercial General Liability insurance which shall include: contractual,

products and completed operations, corporal punishment and sexual misconduct and harassment coverage for bodily injury and property damage insurance with combined single limits of not less than \$1,000,000 per occurrence.

- ii) Commercial Auto Liability insurance which shall include: coverage for owned and non-owned autos, with bodily injury liability limits of not less than \$1,000,000 per person, per occurrence and property damage liability limits of not less than \$500,000 per occurrence.
- iii) Worker's Compensation Insurance, as required by the California Labor Code, with not less than statutory limits.
- iv) Property and Fire Insurance shall be provided to protect: (a) Real Property, against risk or direct loss, commonly known as Special Form, and (b) Fire Legal Liability, to protect against liability for portion of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School.

These policies shall be endorsed to the name of the District and College, their officers, employees, volunteers, and agents, as additional insured, and said additional insured endorsement shall be provided to the District and the College.

12. Public Meetings. Charter School agrees to conduct its Board and Committee meetings in accordance with the Ralph M. Brown Act, Government Code §54950 et seq.

13. Communications. Communications between the parties shall be directed to the following authorized representatives:

**For the Charter School:**

Contact: Jill M. Marks  
Address: 4800 Magnolia Avenue, Riverside, CA 92506-1299  
Telephone: (951) 328-3688  
FAX: (951) 222-8975  
Email: jill.marks@rcc.edu

**For the District:**

Contact: William Ermert, Ed.D., Assistant Superintendent  
Address: 6401 Lincoln Avenue, Riverside, CA 92506  
Telephone: (951) 788-7187  
FAX: (951) 276-7685  
Email: ermert@rusd.k12.ca.us

**For the College:**

Contact: Shelagh Camak, Dean of Workforce Preparation  
Address: 4800 Magnolia Avenue, Riverside, CA 92506-1299  
Telephone: (951) 222-8671  
FAX: (951) 222-8975  
Email: shelagh.camak@rcc.edu

14. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer/employee. No agent, employee or servant of the District or College shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by Charter School. No agent, employee, or servant of Charter School shall be deemed to be an employee, agent or servant of the District or College, except as expressly acknowledged in writing by the District or College.

15. Records. Charter School understands and agrees that it will be responsible for maintaining accurate and legal records regarding its business, including but not limited to: student records (e.g., medical records), personal records (e.g., time cards, etc.). Charter School agrees to comply with the provisions of Title V regarding the retention and destruction of school records. Charter School shall prepare an index of all records it intends to destroy in accordance with state regulations, which must be approved by the Board of the Charter School before the records are destroyed.

16. Construction and Enforcement. The Agreement shall be construed and enforced in accordance with the laws of the State of California.

17. Entire Agreement. This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations, understandings, and/or agreements are merged herein and are superseded by this Agreement.

18. Amendments. This Agreement may be altered, amended, changed, or modified only by agreement in writing executed by Charter School, District and College's authorized representatives with a specific reference to this Agreement and the section to which it alters, amends, or modifies.

19. Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be materially affected thereby.

20. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties, provided the Charter School may, without the consent of the District or College, delegate the performance but not responsibility for such duties and obligations to Charter School as specifically set forth herein.

21. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

22. Survival. All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the 20<sup>th</sup> day of September, 2004.

Riverside Unified School District

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

By: Michael H. Fine, Deputy Superintendent

Riverside Community College District

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

By: Dr. Rotella, President

Riverside Gateway to College Early College High School

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

By: Jill Marks, Principal

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-5-b

Date: October 19, 2004

Subject: Consultant Agreement with Laurie Riggs

Background: Attached for the Board's review and consideration is a proposed agreement between Riverside Community College District and Dr. Laurie Riggs, Assistant Professor of Mathematics at Cal Poly Pomona, to provide evaluation services applicable to a grant award from the Fund for the Improvement of Postsecondary Education (FIPSE) in an amount not to exceed \$23,230.00, which includes the consultant's daily rate for services (\$250) and allowable travel expenses. The role of Dr. Riggs, as specified in the grant application, is to evaluate RCCD's effectiveness in performing the scope of work specified in the grant. The grant covers the period from October 1, 2004 through September 30, 2007. This consultant agreement closely parallels the grant period and will become effective the day following Board approval (October 20, 2004.) Funding source: Fund for the Improvement of Postsecondary Education Grant.

The vendor identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on the financial interests of the District. As such, she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Manager.

Recommended Action: It is recommended that the Board of Trustees approve the service contract between Riverside Community College and Laurie Riggs in an amount not to exceed \$23,230, and authorize the Vice President, Administration and Finance to sign the contract for the period October 20, 2004 through September 30, 2007.

Salvatore G. Rotella  
President

Prepared by: Irving G. Hendrick  
Dean of Education and  
Project Director



AGREEMENT BETWEEN LAURIE RIGGS AND  
THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of October 2004, by and between Laurie Riggs, hereinafter referred to as the "Consultant," and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. The consultant agrees to provide project evaluation services as specified in United States Department of Education Grant Award P116B040897 and as defined in the grant application.
2. The consultant will work under the direction of the Project Director, but the objective evaluation findings of the consultant shall remain independent of influence by the Project Director, Project Co-Director or other persons with a direct interest in the project's success.
3. The term of this agreement will be from October 20, 2004 through September 30, 2007.
4. The Consultant shall be compensated at the rate of \$250 per day for up to 70 days through the term of the contract, payable upon the proper submission of invoices following the completion of services.
5. The Consultant shall be reimbursed for necessary travel expenses not to exceed the amount specified in the grant, and not to exceed the District's allowable rates.
6. The Consultant shall hold harmless, indemnify, and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts by the Consultant.
7. The Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

---

Laurie Riggs  
Consultant

---

James L. Buysse, Vice President  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-a

Date: October 19, 2004

Subject: Contract with Bodie J. Smith

Background: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Bodie J. Smith to record all dances presented in *Kinetic Conversations* on Friday, December 3, 2004 with two cameras, all dances presented in *Kinetic Conversations* on Saturday, December 4, 2004 with one camera, and provide RCC Dance with any original and edited footage of the above performances.

The term of the agreement is December 1, 2004 to December 15, 2004 and includes the recording of choreographic work for a total of \$1000, payable on December 15, 2004.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Bodie J. Smith and authorize the Vice President, Administration and Finance, to sign the contract for the recording of choreographic work during two performances of *Kinetic Conversations* with either one or two cameras and provide the original and edited footage of each of the two performances to RCC Dance. The term of the agreement is December 1, 2004 to December 15, 2004 and includes the recording of choreographic work for a total of \$1000.

Salvatore G. Rotella  
President

Prepared by: Rita Chenoweth  
Chair, Performing Arts Department

AGREEMENT BETWEEN BODIE J. SMITH  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 20th day of October, 2004, by and between Bodie J. Smith, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Record all dances presented in the following concerts with two cameras:  
*Kinetic Conversations* on Friday, December 3, 2004.
  - b. Record all dances presented in the following concerts with one camera:  
*Kinetic Conversations* on Saturday, December 4, 2004
  - c. Provide RCC dance with any original and edited footage of above performances.
2. The services outlined in Paragraph 1, section a and b will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a and b.
3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
4. The term of this agreement shall be from December 1, 2004 – December 15, 2004.
5. Payment in consideration of this agreement shall not exceed \$1,000.00, payable on December 15, 2004.  
(Check is set up for payment on this date and mailed the next business day, per District regulations.)
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Bodie J. Smith

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice President,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-b

Date: October 19, 2004

Subject: Contract with Fred Strickler

Background: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Fred Strickler to perform as a guest artist in the RCC Dance performance of *Collaborations*. The contract includes all related technical and dress rehearsals from Monday, January 10 – Friday, January 14, 2005 and the *Collaborations* performance on Saturday, January 15, 2005. The term of the agreement is from January 10 – 15, 2005 for a total of \$1000, payable on January 18, 2005.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Fred Strickler and authorize the Vice President, Administration and Finance, to sign the contract which includes all related technical and dress rehearsals and his performance as a guest artist in the RCC Dance performance of *Collaborations*. The term of the agreement is January 10 – 15, 2005 for a total of \$1000.

Salvatore G. Rotella  
President

Prepared by: Rita Chenoweth  
Chair, Performing Arts Department

AGREEMENT BETWEEN FRED STRICKLER  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 20th day of October, 2004, by and between Fred Strickler, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Perform as a guest artist in the RCC Dance performance of *Collaborations* on Saturday, January 15, 2005 and participate in all related technical and dress rehearsals from Monday, January 10 – Friday, January 14, 2005.
2. The services outlined in Paragraph 1, section a will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a.
3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
4. The term of this agreement shall be from January 10 – 15, 2005.
5. Payment in consideration of this agreement shall not exceed \$1000.00, payable on 1. January 18, 2005.  
(Check is set up for payment on this date and mailed the next business day, per District regulations.)
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Fred Strickler

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice President,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-c

Date: October 19, 2004

Subject: Contract with Christine M. Hernandez

Background: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Christine M. Hernandez to perform as a guest artist in the RCC Dance performance of *Collaborations*. The contract includes all related technical and dress rehearsals from Monday, January 10 – Friday, January 14, 2005 and the performance of *Collaborations* on Saturday, January 15, 2005. The term of the agreement is from January 10 – 15, 2005 for a total of \$500, payable on January 18, 2005.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such she is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and Christine M. Hernandez and authorize the Vice President, Administration and Finance, to sign the contract which includes all related technical and dress rehearsals and her performance as a guest artist in the RCC Dance *Collaborations*. The term of the agreement is January 10 – 15, 2005 for a total of \$500.

Salvatore G. Rotella  
President

Prepared by: Rita Chenoweth  
Chair, Performing Arts Department

AGREEMENT BETWEEN CHRISTINE M. HERNANDEZ  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 20th day of October, 2004, by and between Christine M. Hernandez, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Perform as a guest artist in the RCC Dance performance of *Collaborations* on Saturday, January 15, 2005 and participate in all related technical and dress rehearsals from Monday, January 10 – Friday, January 14, 2005.
2. The services outlined in Paragraph 1 section a will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section a.
3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
4. The term of this agreement shall be from January 10 – 15, 2005.
5. Payment in consideration of this agreement shall not exceed \$500.00, payable on
  1. January 18, 2005.  
(Check is set up for payment on this date and mailed the next business day, per District regulations.)
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Christine M. Hernandez

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice President,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-d

Date: October 19, 2004

Subject: Contract with Wayne Downey

Background: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and Wayne Downey to arrange the following music for the RCC Marching Band 2004 Field Show: "Introduction", "Bolero" and "Malaguena"; provide the RCC Marching Band with written musical parts of the above arrangements, and musical direction utilizing the above arrangements during a rehearsal of the RCC Marching Band.

The term of the agreement is from August 30 – September 5, 2004 for a total fee of \$2500, payable on October 29, 2004.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such he is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees ratify the contract between Riverside Community College District and Wayne Downey and authorize the Vice President, Administration and Finance, to sign the contract for the musical arrangements of "Introduction", "Bolero" and "Malaguena" for the RCC Marching Band Field Show 2004, provide the RCC Marching Band with written musical parts of the above arrangements, and musical direction during a rehearsal of the RCC Marching Band. The term of the agreement is August 30 – September 5, 2004 for a total fee of \$2500.

Salvatore G. Rotella  
President

Prepared by: Rita Chenoweth  
Chair, Performing Arts Department



AGREEMENT BETWEEN WAYNE DOWNEY  
AND RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into on this 20th day of October, 2004, by and between Wayne Downey, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Arrange the following music for the RCC Marching Band 2004 Field Show: "Introduction", "Bolero" and "Malaguena".
  - b. Provide the RCC Marching Band with written musical parts of the above arrangements.
  - c. Provide musical direction utilizing the above arrangements at a rehearsal of the RCC Marching Band.
2. The services outlined in Paragraph 1, section c will be provided at Riverside Community College. The District shall provide the Consultant adequate working conditions and support as appropriate to conduct the services outlined in Paragraph 1 section c.
3. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
4. The term of this agreement shall be from August 30 – September 5, 2004.
5. Payment in consideration of this agreement shall not exceed \$2,500.00, payable on October 29, 2004.  
(Check is set up for payment on this date and mailed the next business day, per District regulations.)
6. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
7. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

Wayne Downey

\_\_\_\_\_  
Consultant Signature

Riverside Community College District

\_\_\_\_\_  
James L. Buisse  
Vice President,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No: V-A-6-e

Date: October 19, 2004

Subject: Contract with James Wunderlich

Background: Attached for the Board's review and consideration is a proposed production contract between Riverside Community College District and James Wunderlich to arrange the following music for the RCC Marching Band Pit Percussion 2004 Field Show: "Introduction", "Bolero" and "Malaguena"; provide the RCC Marching Band with written musical parts of the above arrangements.

The term of the agreement is from August 30 – September 5, 2004 for a total of \$1500, payable on October 29, 2004.

The service provider identified in this contract does not make or participate in the making of decisions that may foreseeably have a material effect on financial interests of the District. As such he is not subject to Section II, 8 of the Regulations for Board Policy 1080, Conflict of Interest Code. This agreement has been reviewed by Sylvia Thomas, Associate Vice President of Instruction, and Ed Godwin, Risk Management. Funding Source: General fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract between Riverside Community College District and James Wunderlich and authorize the Vice President, Administration and Finance, to sign the contract for the musical arrangements of "Introduction", "Bolero" and "Malaguena" for the RCC Marching Band Pit Percussion Field Show 2004, in which James Wunderlich will provide the RCC Marching Band with written musical parts of the above arrangements. The term of the agreement is August 30 – September 5, 2004 for a total of \$1500.

Salvatore G. Rotella  
President

Prepared by: Sheila Locke  
Music Specialist, Performing Arts Department

AGREEMENT BETWEEN JAMES WUNDERLICH  
AND RIVERSIDE COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 20th day of October, 2004, by and between James Wunderlich, hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

The parties hereto mutually agree as follows:

1. The consultant agrees to provide the following services:
  - a. Arrange the following music for the RCC Marching Band Pit Percussion 2004 Field Show:  
"Introduction", "Bolero" and "Malaguena".
  - b. Provide the RCC Marching Band with written musical parts of the above arrangements.
2. The services rendered by the Consultant are subject to review and supervision by the District's President and other designated representatives of the District.
3. The term of this agreement shall be from August 30 – September 5, 2004.
4. Payment in consideration of this agreement shall not exceed \$1,500.00, payable on October 29, 2004.  
(Check is set up for payment on this date and mailed the next business day, per District regulations.)
5. Consultant shall hold harmless, indemnify and defend the District against any liability including reasonable attorney fees arising out of negligent acts, errors or omissions of the Consultant. The District shall hold harmless, indemnify and defend the Consultant against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents.
6. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status or sex.

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

James Wunderlich

Riverside Community College District

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
James L. Buysse  
Vice President,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-7

Date: October 19, 2004

Subject: Steris Corporation Comprehensive Service Contract

Background: This is an on-going agreement with the Steris Corporation that is renewed each year and billed every three months. This service contract is for parts and maintenance of the autoclave in the Life Science Department. An annual fee of \$3362.64 is charged. The autoclave is critical for course offerings in microbiology and this agreement assures that any problems with the autoclave will be fixed immediately avoiding any disruption in classes. The service agreement fee is \$3362.64. This contract has been reviewed by Glenn Hunt, Dean, Instruction, Sylvia Thomas, Associate Vice President, Instruction, and Ed Godwin, Risk Manager. Funding Source: General Fund.

Recommended Action: It is recommended that the Board of Trustees ratify the renewal of the Steris Corporation Comprehensive Service Agreement and authorize the Vice President, Administration and Finance, to sign the agreement for the use and maintenance of the Life Science Department autoclave. The term of the contract is July 1, 2004 through June 30, 2005. The cost for this service agreement is \$3362.64.

Salvatore G. Rotella  
President

Prepared by: John Rosario  
Life Science Department



PREVENTIVE MAINTENANCE AGREEMENT RENEWAL- PART & LABOR NORMAL HRS

DATE PRINTED: 05/27/04  
AGREEMENT#: 82000232 / 9

INVOICE TO: 43245344099  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ATTN: Accounts Payable  
4800 MAGNOLIA AVE DEPT 1293  
RIVERSIDE CA 92506

EQUIPMENT LOCATION: 43245344099  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
4800 MAGNOLIA AVE DEPT 1293  
RIVERSIDE CA 92506

DSM: DSM M HUGHES # 08415  
TECH: CHESTER ROSS

ORG: 41601  
CLOCK#: 43223  
PARTS PO#:

CONTRACT TERM: 07/01/04 - 06/30/05 CUSTOMER PURCHASE ORDER#: \*\*\*PO REQUIRED

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, THE FOLLOWING COVERAGE OPTIONS APPLY TO THE EQUIPMENT ON THE ATTACHED PAGE(S)

\*\*\*CALLBACK SERVICE WILL BE PROVIDED FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING THE DATE OF THE INSPECTION. FROM THE 31st (THIRTY-FIRST) DAY UNTIL THE NEXT INSPECTION, CALLBACKS WILL BE CHARGED AT THE CURRENT PREFERRED RATE.

\*\*\* PARTS AND LABOR CONTRACT IS A COMPREHENSIVE SERVICE AGREEMENT INCLUDING NECESSARY COMPONENTS REQUIRED TO PERFORM SCHEDULED PREVENTIVE MAINTENANCE INSPECTIONS AND REPAIR SERVICE IF NEEDED. COMPONENTS THAT ARE NOT COVERED UNDER THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO: FILTERS, CLEANING AGENTS, STERILANT, PRINTER PAPER, STEAM/GAS STERILIZER DOOR REBUILDING OR REPLACEMENT, WELDING, STERILIZER CHAMBERS, PUMP & MOTOR ASSEMBLIES (EXCLUDING SYSTEM 1), LID ASSEMBLIES, ULTRA SONIC TRANSDUCER ASSEMBLIES, FRAMES, SURGICAL/EXAM TABLE SUB-FRAME ASSEMBLIES, UPGRADES, ACCESSORIES, SYSTEM 1 TRAYS (INCLUDING THE PROCESSING CONTAINERS), SYSTEM 1 LID ASSEMBLY, AND EQUIPMENT MODIFICATIONS OR REFURBISHING.  
SPECIAL INSTRUCTIONS:

Susan Bigbae 909-222-8532

BILLING FREQUENCY: Every 3 Months

PLEASE RETURN THE CUSTOMER ACCEPTANCE COPY OF THE EQUIPMENT LISTING TO THE ATTENTION OF YOUR CONTRACT ADMINISTRATOR AT:

STERIS CORPORATION  
2424 W 23RD ST  
ERIE PA 16506  
ATTN: SERVICE CONTRACT ADMINISTRATION DEPARTMENT  
PHONE#: 1-800-333-8828 WITH CONTRACT QUESTIONS  
FAX#: 1-814-870-8841

CUSTOMER  
ACCEPTANCE

STERIS  
CORPORATION

FS5211 VS.5.020607

PAGE 1 OF 2

\*\*\* THIS IS NOT AN INVOICE  
INVOICE TO FOLLOW\*\*\*

CUSTOMER

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ACADEMIC AFFAIRS AND STUDENT SERVICES

Report No.: V-A-8

Date: October 19, 2004

Subject: Agreement with Case Western Reserve University and Frances Payne Bolton School of Nursing and Riverside Community College District Community Education Services

Background: Presented for the Board's review and consideration is an agreement with Case Western Reserve University and Frances Payne Bolton School of Nursing, to provide doctoral classes for Riverside Community College nursing faculty on our campus. Interested nursing faculty will pay their own tuition fees. Case Western Reserve University will pay \$10 per student hour to the Community Education office to register the faculty into the Case Western classes and reserve the classroom space on the Riverside campus. There will be no cost to the District. The term of the agreement is October 19, 2004 to October 19, 2005.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Case Western Reserve University and Frances Payne Bolton School of Nursing, to provide doctoral classes for Riverside Community College nursing faculty on the Riverside campus for the term of October 19, 2004 to October 19, 2005, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Cyndi Pardee,  
Community Education Supervisor  
Sandra Baker,  
Interim Dean/Director, Nursing Education

**AGREEMENT BETWEEN**  
**Riverside Community College District**  
**and**  
**Case Western Reserve University and**  
**Frances Payne Bolton School of Nursing**

WHEREAS, Case Western Reserve University and Frances Payne Bolton School of Nursing, herein after designated as "Case," desire to use the facilities and premises of Riverside Community College District, hereinafter designated "the District," 4800 Magnolia Avenue, Riverside, California, for the purpose of providing Doctor of Nursing instruction to District Nursing Education Program faculty ; and

WHEREAS, the District desires to cooperate with Case in the use of District facilities;

NOW, THEREFORE, the parties agree as follows:

1. This agreement will be in effect for one year from the date hereof, and will automatically be extended from year-to-year for an indefinite period unless one of the parties notifies the other party in writing sixty (60) days prior to the end of any yearly period that the contract is not to be renewed for the following year.
2. This agreement is not assignable, but is binding on the successors of the parties. This agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
3. The parties agree not to discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, national or ethnic origin, political affiliation, or veteran status.
4. Case agrees to pay Riverside Community College \$10.00 per classroom hour. Case will be invoiced for classroom usage per course on the beginning day of each course through the District Community Education office.
5. Case will assign nursing faculty to be responsible for teaching courses and will plan cooperatively with the District's Nursing Education Program for an appropriate environment for teaching. The names and qualifications of faculty members, names and academic standings of students, and exact dates and times of classes will be scheduled in advance.

6. Case courses will be offered to the District' Nursing Education faculty subject to a minimum enrollment of 10 students/course/semester, and will be offered in a schedule mutually agreed on.
7. The District will provide classrooms and other resources to support provision of 4 required courses in the ND Level IV program onsite. Such resources will be determined by mutual agreement.

This agreement has been read and agreed upon by the following representatives of both organizations.

**Riverside Community College District**

**Case Western Reserve University**

By: \_\_\_\_\_  
James L. Buysse  
Vice-President, Administration & Finance

By: \_\_\_\_\_  
Hossein Sadid,  
Chief Financial & Administrative Officer

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

By: \_\_\_\_\_  
John L. Anderson  
Provost and University Vice President

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-1

Date: October 19, 2004

Subject: 2004-2005 Budget – Public Hearing and Budget Adoption

Background: Attached for the Board's review is a copy of the proposed final budget for the 2004-2005 fiscal year. The Board of Trustees will consider any comments or questions that may arise during the public hearing on the College District's 2004-2005 Budget at the October 19, 2004, meeting and will then consider adoption of the Budget. The 2004-2005 Budget proposal was previously discussed by the Board's Finance and Audit Committee.

Recommended Action: It is recommended that the Board of Trustees adopt the attached 2004-2005 Budget for the Riverside Community College District.

Salvatore G. Rotella  
President

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

# **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

## **FINAL BUDGET**

### **Fiscal Year 2004-2005**

## **INTRODUCTION**

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

The 2004-2005 budget for the Riverside Community College District serves as its financial plan, and more importantly, it represents a dollars and cents formulation of the District's educational plan for the fiscal year July 1, 2004 – June 30, 2005. Thus, the accompanying budget provides a basis for consideration of the resource requirements and spending patterns associated with the District's educational objectives for this fiscal year.

## ***THE COLLEGE DISTRICT***

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

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

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

***THE COLLEGE DISTRICT (continued)***

In 2004-05, the College District will direct special attention towards its evolution from a multi-campus college to a three college district. Further, through our strategic planning process, we will continue to explore new modes of instruction, the innovative use of technology to enhance and increase services to students and new venues for expanding services to a rapidly growing and increasingly diversified population in Western Riverside County. We will also continue integrating financial and facilities planning with campus-based strategic planning efforts. Additionally, we will identify and initiate those actions necessary to prepare the District and the campuses for accreditation. Finally, we shall do all of this while concurrently maintaining the regular administrative calendar to ensure that daily responsibilities are properly met.

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

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

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

## ***STATE BUDGET OVERVIEW***

### **Following is an excerpt from the FY 2003-2004 budget narrative:**

“In the FY 2002-03 budget narrative, it was noted that the State of California was entering into a difficult budget period and one that could last as long as five years. The five-year time horizon still appears in the offing. However, back then one could not have begun to imagine what would happen just a year later. Who could have predicted a gubernatorial recall election? Additionally, it was generally known, then, that the State had a significant budget problem. The reader may remember this quote from the July 13, 2002, “The Economist” which was included in last year’s budget narrative:

“California faces a budget deficit of \$23.6 billion, a staggering 25% of revenue – a deficit which, if it were run by a country, would send the currency crashing and usher in the International Monetary Fund.”

But who would have guessed that the deficit would actually be \$38 billion (61.9% higher than the earlier estimate) ... and 40% of revenues?

## ***THE BUDGET SQUEEZE***

Also in last year’s narrative, we wrote about three external factors having a significant impact on the District’s FY 2003-04 budget ... the economy, the State’s fiscal situation and a dramatic change relative to growth funding for the California community colleges. In one way or another, all three factors remain at play. However, what has now emerged in terms of the RCCD operating environment is a classic “budget squeeze.”

The squeeze works like this. On the revenue side we face increasing operational constraints due to a decline in State support. In fact, at one point it looked like the 2003-04 State budget for California’s community colleges would be some \$200 million less than what actually transpired thanks to a deferral of June 2004 State apportionment payments to July, 2004, or from one fiscal year to another.

However, the revenue squeeze is still being felt. A \$25 million “concurrent enrollment” reduction in funded FTES was included in the State Budget Act ... despite the fact that the system exceeded its funded enrollment level by some 38,000 FTES, or 3.8% in fiscal ’03. Partnership for Excellence funding has been reduced by 25% or \$75 million. The State has also shifted funding responsibility towards the local level ... in this case the students ... via a 63.6% increase in the enrollment fee. COLA funding was not provided. Growth funding was provided at about half the level experienced systemwide in the preceding fiscal year. And the State Chancellor’s Office believes that property tax revenues may be over projected in the State Budget Act by as much as \$15 million.

## ***STATE BUDGET OVERVIEW (continued)***

Additionally, the possibility of mid-year cuts and a bleak 2004-05 outlook yield a very cloudy budget picture indeed. Further, on top of what has been defined as an \$8.0 billion dollar structural budget problem looming in the 2004-05 State budget, the borrowings used to balance the 2003-04 budget ... \$2.0 billion and \$10.7 billion respectively ... are now being challenged in the courts. Some prognosticators also believe that the budget problem in fiscal '05 is substantially more than \$8.0 billion. And the economy does not seem to be in a position where it will provide an assist to State decision makers in resolving the budget problem. In fact, it now appears that the economic projections underlying the 2003-04 State budget may have been a bit too optimistic. All in all, California's community colleges face a fiscal environment fraught with uncertainty and one where, at the time of this writing, we do not even know who our governor will be nor what kind of fallout might ensue from the recall election.

On the expenditure side cost pressures continue to mount. Health and Welfare benefits costs will likely increase by at least 10%. The employer's contribution to the PERS retirement system will continue to rise substantially, and California's community colleges could confront a similar increase in the employer's contribution for the STRS retirement system for the first time in '05. Locally, RCCD confronts a variety of other cost pressures, as outlined in the "Looking Ahead" section later in this narrative.

Finally, demand for services remains strong. As noted earlier, the community college system exceeded its funded enrollment level by 3.8% in fiscal '03, a figure which would likely have been higher if districts had not started cutting back on class schedules in the spring of '03 in response to the State's budget difficulties. Enrollment last year at RCCD was 8.9% above cap. Further, despite the substantial increase in the enrollment fee, enrollment demand seems strong across the State.

This squeeze ... declining State support, significant cost pressures and strong enrollment demand ... is placing California's community colleges in a very difficult position. In fact this budget squeeze is likely to erode the progress made in recent years in fulfilling the mandated mission of the California community colleges. Thus, it is an especially challenging time for RCCD, a time where it will be even more critical to continue following the paths established through the District's strategic planning process. Only through careful attention to strategy can we minimize the impact of the budget squeeze on our students and communities, and only in this way can we ensure that RCCD emerges from this difficult fiscal period as an institution as strong if not stronger than before. And only in this way can we ensure a successful evolution from a multi-campus college to a multi-college district."

## **STATE BUDGET OVERVIEW (continued)**

### **What a difference a year makes.**

From that rather stark outlook a year ago to one that is cautiously optimistic today, California's Community colleges have made significant strides, budgetarily, in the last several months. As the State Chancellor's Office noted, "The California Community Colleges (CCC) are recovering from an unprecedented fiscal storm during the 2002-03 and 2003-04 fiscal years. The 2004-05 State budget provides the CCC with the resources to begin that recovery." Exhibit A on the following page provides an overview of the State's 2004-05 budget for the CCC. Highlights include:

1. **CCC Share of Proposition 98.** The budget act results in the CCC receiving an estimated 10.25 percent of the combined K-12 and CCC Proposition 98 revenues for 2004-05, a welcome increase over the 9.51 percent share that the CCC experienced in 2003-04. The estimated 10.25 percent is below the approximate average of 10.35 percent that the CCC received for the three fiscal years 2000-01 through 2002-03, and is well below the 10.95 percent share that is specified by State law. (Unfortunately, this law has been suspended almost every year since its enactment in 1989.)

Given the great size of the Proposition 98 base, small changes in the percentage are significant for community colleges. For example, setting the CCC share at its recent average of 10.25 percent would have meant an additional \$47 million to the community colleges. At the statutory level of 10.93 percent, community college funding would be \$319 million higher than the '04-05 budget act.

2. **Funding and Fee Increases for Community Colleges.**

The budget act provides the California Community Colleges (CCC) with a 7.0 percent year-to-year increase in resources. The budget act gives the CCC \$4.836 billion from Proposition 98, an increase of \$478 million, or 11 percent. This apparent increase, however, significantly overstates the true increase in resources. This is because the 2003-04 amount excludes a \$200 million payment that was deferred from June 2003 to July 2003. Adjusting for this one-time effect means that the real increase in Proposition 98 resources is \$278 million, or 6.1 percent.

Additionally, the following items merit comment:

- a. The enrollment fee is increased from \$18 to \$26 per credit unit, a 44.4% increase.
- b. Enrollment growth funding is provided in two increments:
  - a. A 3.0% increase in enrollment systemwide; and
  - b. \$27 million for enrollment growth in districts that were above their enrollment caps in fiscal '04 as measured at P2.



***STATE BUDGET OVERVIEW (continued)***

- c. Partnership for Excellence (PFE) funding was consolidated into the general (base) apportionment. However, funding therefor was reduced by \$31.4 million; or 14.0%. PFE funding is now 35.5% below the peak level of \$300 million.
- d. A 2.41% COLA is provided for the general apportionment as well as selected categorical programs.
- e. \$80 million is provided to the CCC for equalization of per credit FTES funding. This allocation is supposed to be the first of three equal installments.
- f. \$49.88 million in ongoing and one-time funding provided for instructional equipment, library materials, scheduled maintenance and hazardous substances, about twice the prior year level.

Looking ahead, it is important to note that the State budget picture remains clouded, as actions taken with respect to the 2004-05 budget were insufficient in terms of resolving the State's significant, long-term structural deficit. Further, it is likewise important to observe that the 2004-2005 Proposition 98 budget is based to a significant degree on an agreement between the Governor, the California Teachers Association and several other education groups, but excluding the CCC. Given these conditions, one must therefore be cautious when looking ahead to community college funding in 2005-06 and probably beyond. Simply stated, it will be difficult for the CCC to receive funding sufficient to meet demand.

**EXHIBIT A**



COMMUNITY COLLEGE LEAGUE  
 OF CALIFORNIA

09/29/2004 8:33

Item	2003-04 (as enacted)	2004-05 Governor's May Revision	2004-05 Final Budget
<b>General Apportionment</b>			
Apportionments: General Fund	1,589,149,000	1,928,017,000	1,908,539,000
Apportionments: Local Property Tax Revenues	2,121,398,000	1,771,857,000	1,771,857,000
Apportionments: Student Fees	280,138,000	338,181,000	333,772,000 (a)
Programs folded into the base apportionment (below)	-	352,819,000	193,591,000 (b)
Cost-of-living adjustment (categorical COLA incl. below)	-	95,694,000	95,694,000
Equalization	-	80,000,000	80,000,000
<b>Total General Apportionment</b>	<b>3,970,685,000</b>	<b>4,566,568,000</b>	<b>4,383,453,000</b>
<b>Categorical Programs</b>			
Academic Senate for the Community Colleges	467,000	467,000	467,000
Basic Skills and Apprenticeship	40,552,000	42,219,000	41,696,000
California Virtual University	1,347,000	1,347,000	1,347,000
Disabled Students Programs and Services	82,583,000	85,977,000	85,977,000
Economic Development	35,790,000	35,790,000	35,790,000
Extended Opportunities Programs and Services	82,671,000	86,069,000	86,069,000
CARE	12,221,000	12,723,000	12,723,000
Faculty and Staff Diversity	1,747,000	1,747,000	1,747,000
Foster Care Education Program	1,754,000	1,754,000	1,754,000
Fund for Student Success	6,158,000	6,158,000	6,158,000
Growth for Apportionments	57,900,000	121,120,000	148,120,000 (c)
Hazardous Substances	4,404,000	4,404,000	4,404,000
Instructional Equipment and Library Materials	12,471,000	24,940,000	24,940,000 (e)
Instructional Improvement	312,000	-	-
Matriculation	54,307,000	Folded into base.	62,539,000 (d)
Noncredit Growth	-	4,012,000	-
Partnership for Excellence	225,000,000	Folded into base.	Folded into base
Part-Time Faculty Compensation	50,828,000	Folded into base.	50,828,000
Part-Time Faculty Health Insurance	1,000,000	Folded into base.	1,000,000
Part-Time Faculty Office Hours	7,172,000	Folded into base.	7,172,000
Scheduled Maintenance/Special Repairs	12,470,000	24,940,000	24,940,000 (e)
Special Services for CalWorks Recipients	34,580,000	34,580,000	34,580,000
Student Financial Aid Administration	46,447,000	47,757,000	47,338,000
Teacher and Reading Development Partnership	3,700,000	-	-
Telecommunications and Technology Infra.	22,025,000	22,025,000	22,025,000
Transfer Education and Articulation	1,974,000	1,974,000	1,974,000
<b>Miscellaneous (Non-program) Items</b>			
Health Fee Mandate Reimbursement	1,000	2,000	2,000
Lease-Purchase Bond Payments	55,039,000	57,381,000	57,381,000
Lottery	140,922,000	140,922,000	143,313,000
<b>Total State-Determined Funding</b>	<b>4,866,849,000</b>	<b>5,302,851,000</b>	<b>5,287,737,000</b>
<b>Funded FTES</b>			
	1,104,030	1,137,150	1,144,327
<b>Funding per FTES</b>	<b>\$ 4,495</b>	<b>\$ 4,663</b>	<b>\$ 4,621</b>

(a) Both houses rejected the differential fee for students who have previously earned baccalaureate degrees.

(b) Because of the effect of the deferral, \$175 million of the Partnership is being folded in in 2004-05, with an additional \$50 million being folded in in July 2005. Programmatically, districts will have the benefit of the \$225 million in their 2004-

(c) The additional 0.65% for enrollment growth would be allocated to increase the 2004-05 growth rates of districts that had unfunded FTES at the 2003-04 Second Principal Apportionment.

(d) This includes an augmentation of \$6 million in noncredit matriculation funds, which require a 1:1 match by districts.

(e) Funded with one-half ongoing and one-half one-time funds, scheduled maintenance and instructional equipment are provided on a per-FTES block grant. Scheduled maintenance requires a 1:1 state:local match, while instructional equipment requires a 3:1 match.

## ***ENROLLMENTS***

The District has experienced full-time equivalent student (FTES) enrollment growth of about 64.0% since 1995-96. For fiscal 2005, the District budget presents a spending plan designed to provide educational services to some 1,491 additional full-time equivalent students above the prior year.

Our credit FTES target for '05 was initially set in April. It has been revisited now that the State budget for community colleges has been finalized. As the reader can observe in Exhibit B, we have, recently added about 184.44 credit FTES to our target, thereby yielding a new target of 24,322.50 FTES. This addition is primarily attributable to the fact that the increase in CCC growth funding from 3.00% to 3.65% was allocated on the basis of unfunded FTES at P2 in fiscal '04. Because of this methodology, our funded FTES growth associated with this .65% increment was substantially greater than it would have been under the growth formula. The new target should be achievable, as RCCD exceeded this enrollment level in both '01-02 and '02-03.

Additionally, the budget includes the status quo for nonresident and noncredit FTES enrollments. The former is impacted by a difficult international student market, whereas the latter is already substantially above (nearly 25%) the FTES level funded at P2.

Finally, it should be noted that the District remains eligible for the 2%/3-year overcap adjustment (4.36%) in the event that there is a redistribution of growth funding for fiscal '05. It is also interesting to observe that should growth funding redistribution occur, then the District has two additional possibilities for increased growth funding, an increase from 84.6% to 100.0% in the funding level of the growth formula and/or a redistribution of "excess" funds in the "overcap at P2" growth category.

**EXHIBIT B**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FY 2004-05 BUDGET DEVELOPMENT**

**CREDIT FTES TARGET**

<b>PREVIOUS TARGET</b>		<u>24,148.06</u> FTES
<b>RECALC:</b>		
Funded Level:		
P2 Base	21,948.12	FTES
+ Regular Growth (Est.)	620.44	*
+ Unfunded Allocation (Est.)	<u>359.89</u>	
<b>Revised Base</b>	22,928.45	FTES
Plus 2.0%	<u>458.57</u>	
Minimum Target	23,387.02	FTES
Plus Assurance (4.0%)	<u>935.48</u>	
<b>NEW TARGET</b>		24,322.50 FTES
Less Prior Year FTES		<u>22,831.62</u>
<b>Required Growth</b>		<u>1,490.88</u> FTES**
<b>Growth %</b>		<u>6.53</u> %
* 733.07 FTES if fully funded		
** New target 184.44 FTES higher than previous target, AND 504.44 FTES higher than initial target.		

**NOTES:**

1. Nonresident FTES, Prior Year: 420.96 FTES; 469.85 FTES in '02-03 & 515.87 FTES in '01-02.
2. Noncredit FTES, Prior Year: 169.39 FTES; 2004-05 Funded Level: 139.97 FTES.

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

Resource 1000 (formerly Fund 100) includes the major operations of the College District and thus will be the focus of the remainder of this budget narrative. However, matters of significance in other fund areas also will be noted. The proposed Resource 1000 budget contains a 5.0% ending balance projected for June 30, 2005, pursuant to a recently adopted Board policy.

## ***REVENUES***

Resource 1000 revenues are projected at \$111.2 million in fiscal 2005. Key factors include:

### **A. State Funding**

1. COLA – 2.41%, an increase of \$1.93 million.
  2. 3.65% Growth or \$2.3 million.
    - a. 3.00% formula growth: If the growth formula was fully funded, then Riverside would have received a 3.34% growth increment. However, only 86.4% of formula growth allocations have been funded by the State.
    - b. .65% overcap growth: RCCD's share is \$1.24 million, or 4.59% of the systemwide total.
  3. Partnership for Excellence – The District's allocation has been reduced by \$.60 million to \$3.60 million.
  4. Basic Skills revenue is expected to be \$.90 million. The maintenance of effort factor continues at the rate of .0324, or 735.76 FTES for fiscal '05.
  5. Equalization – The District's allocation is \$3.34 million.
  6. Part-Time Faculty Compensation – The District will receive \$1.08 million, unchanged from prior year and down 10.8% from the fiscal '03 level.
- B. Lottery Revenue -- \$2.62 million, essentially the same as in the prior year.
- C. Nonresident Tuition -- \$1.53 million, unchanged from FY '04.
- D. An intrafund transfer from Resource 1110 (Bookstore) to Resource 1000 in the amount of \$.51 million and an interfund transfer from Resource 4150 in the amount of \$.98 million are included.
- E. Enrollment fee revenue is up substantially ... by 53.9% ... due to the substantial increase in the enrollment fee. However, the District retains only 2.0% of these funds, with the remainder offsetting reductions in State revenue.
- F. Indirect Cost Recovery revenue is projected to increase by \$51,911, or 28.0%.

## ***EXPENDITURES***

Within the funds available for the 2004-2005 fiscal year, the Riverside Community College District will strive to address the educational needs of its students and communities pursuant to its mission, goals and objectives.

The 2004-2005 Resource 1000 budget reflects the following major items:

1. Compensation
  - a. Salary Package -- "COLA + 1.00%," or 3.41%.
  - b. Step and column increases, which equal about a 1.00% increase in compensation.
  - c. Retirement -- A PERS employer contribution rate of 9.925%, down slightly from the 10.42% rate in the prior year. It is important to note, here, that this rate bears watching, as does the STRS rate, given recent rumblings about a coming increase from that retirement system.
  - d. Health and Welfare Benefits -- An increase of \$1.6 million, or 20.53%. The increase here is due to both increased staffing and a second consecutive year where claims have increased by more than 30% in the indemnity program.
2. Faculty Positions -- 21 one-year temporary positions (sixteen growth and five replacements) have been added to the budget.
3. Part-Time Faculty -- An increase of \$1.92 million, with the increase driven by the salary package, enrollment growth and the 2003-04 golden handshake.
4. The State has provided the District with \$1.1 million in Instructional Equipment/Scheduled Maintenance/Hazardous Substances funds. The budget proposal reflects the dedication of \$.76 million of those funds plus the required local match (\$.25 million) to Instruction Equipment and Library Materials. An additional \$.40 million in one-time funds has been added, bringing the overall budget here to \$1.42 million. The District will continue its Scheduled Maintenance program using allocations and Measure C match funding.
5. The budget proposal provides for the second year implementation of the Dental Hygiene program and the planned expansion of the Culinary program.

***EXPENDITURES (continued)***

6. Support Staff -- The following positions are included in the Resource 1000 budget:

Programmer/Operator (Public Affairs and Institutional Advancement/Web Development);  
Internal Auditor;  
Two Custodians (Moreno Valley and Norco);  
Permanent part-time Lab Aides (Life Sciences and Chemistry, Riverside);  
Tutorial Services Clerk (Riverside);  
Two half-time Student Services Technicians (A & R) and a .5 FTE Education Advisor (Riverside);  
Lab Technician – Science (Moreno Valley);  
Student Services Technician and Academic Evaluations Specialist/Veterans Affairs Officer (Moreno Valley);  
Permanent part-time Reading Paraprofessional (Norco);  
Director, Law Enforcement Training Programs (Ben Clark).

7. Funds are set aside in the amount of \$450,000 for the establishment of campus administrative offices and a scheduling office to facilitate the evolution of the District into a three college operation. This cost must be annualized in '05-06.
8. \$526,579 is provided for remodeling projects, \$156,079 of which is to complete work on the dental facility.
9. \$320,000 is transferred to Resource 3300 to support the District's Child Centers.
10. \$500,000 is transferred to Resource 6100 to cover prior year cost increases for liability and the health and welfare indemnity program.
11. Transfers to other Resources are essentially the same as in the prior year.



***ENDING FUND BALANCE***

The District projects an unaudited beginning balance in Resource 1000 of \$7.68 million at July 1, 2004, and an ending balance of \$6.16 million at June 30, 2005. The Board's policy objective of a budgeted ending balance equal to at least 5.0% of "total available funds," as stated earlier, is satisfied for the Unrestricted General Fund.

## ***OTHER FUNDS***

Other District funds reflected in the budget are:

- 1050 Parking Fund – Restricted
- 1070 Student Health Fund – Restricted
- 1080 Community Education
- 1090 Performance Riverside
- 1110 Bookstore Fund (Contractor operated)
- 1170 Customized Solutions
- 1180 Redevelopment Pass-Thru – Restricted
- 1190 Grants and Categorical Programs – Restricted
- 3200 Food Services Fund
- 3300 Child Care Fund
- 4100 State Construction and Scheduled Maintenance
- 4110 Capital Projects – Child Development Center
- 4120 Non-State Funded Capital Outlay Projects
- 4130 La Sierra Capital
- 4140 Digital Library/LRC Project
- 4150 Self-Funded Equipment & Facility Projects
- 4160 General Obligation Bond Funded Projects
- 6100 Health and Liability Self-Insurance Fund
- 6110 Workers' Compensation Self-Insured Fund
- Student Federal Grants
- State of California Student Grants
- ASRCC

Additionally, the following should be observed:

1. Resource 1050, Parking – The Parking Fund receives revenues from the sale of parking permits and parking citation fines. These revenues are used to partially support the College Safety and Police department, which receives funding from both this Resource as well as Resource 1000. The budget proposal provides for \$2.64 million (total available funds) and an ending balance well above the 5.0% target.
2. Resource 1070, Student Health – The Student Health Fund continues to maintain a healthy contingency reserve. We will continue to monitor revenues in 2004-05 to determine whether there have been any negative effects thereon resulting from the enrollment fee increase.
3. Resource 1080, Community Education – The Community Education Fund is self-supporting. It provides non-credit and not-for-credit courses on a fee basis. Total available funds here equal \$.94 million, with the ending balance target well above the 5.0% target.

***OTHER FUNDS (continued)***

4. Resource 1090, Performance Riverside – The Performance Riverside budget is anticipated to have a cumulative 2004-2005 deficit ending balance of \$530,662. This balance is an accumulation of deficits in prior years and should decrease slightly in the coming year. The 2004-2005 budget includes an operating subsidy in the amount of a \$193,257 intrafund transfer from Resource 1000, the same as last year. Staff will continue to monitor this fund closely throughout fiscal '05, as it remains under an express order that operational expenditures, exclusive of core administrative costs, must remain within the resources generated.
5. Resource 1110, Bookstore Contractor Operated -- Resource 1110 represents the bookstore operations at all three campuses. These bookstores are operated through a contract with Barnes & Noble Co. An interfund transfer of \$326,930 will be made to Food Services (Resource 3200), and an intrafund transfer of \$510,000 will be made to Resource 1000.
6. Resource 1170, Customized Solutions – This fund was established to isolate the financial activities of the District's Customized Solutions program. This program provides customized training for local businesses, government agencies, and non-profit organizations. An intrafund transfer from Resource 1000 in the amount of \$173,470 is provided. This fund is also under an express order that its operational expenditures, exclusive of core administrative costs, must remain within the resources it generates. If ETP-related training efforts yield the results presented in the budget, then Resource 1170 should be on a substantially improved economic footing in the future.
7. Resource 1180, Redevelopment – The Resource 1180 expenditure budget provides for consulting services relative to existing redevelopment agreements, support for Casa Blanca outreach and the Riverside School of the Arts and lease payments for the Heiting property. With respect to the latter, the District will exercise its option to acquire this property in fiscal '05.
8. Fund 1190, Grants and Categorical Programs - Restricted – Resource 1190 is used to record the financial activity of the restricted categorical and grant funds received by the District. The grant funds are being used to assist the District in pursuing the objectives established in our strategic planning process. Additionally, the State is continuing to provide \$38.4 million to the community college system to help local districts mitigate enrollment declines which might result from the substantial increases in enrollment fee over the last two years and to increase student participation in financial aid programs. The RCCD share is \$744,878.

***THE FUNDS (continued)***

9. Resource 3200, Food Services – The Food Services Fund provides for Food Services and Catering for all three campuses. As mentioned above, an interfund transfer in the amount of \$326,930 from the Bookstore (Resource 1110) is provided. Staff will direct special attention in fiscal '05 towards the identification of ways in which to improve Food Services operations.
10. Resource 3300, Childcare Fund – The District operates childcare programs at the Riverside and Moreno Valley campuses and will open a Center at Norco in FY '05. Additionally, Moreno Valley and Norco will occupy new facilities in this fiscal year. The budget proposal provides for an interfund subsidy in the amount of \$320,000. This fund will be monitored closely through the year.
11. Resource 4100, State Construction/Scheduled Maintenance – Resource 4100 includes the Scheduled Maintenance and Hazardous Substances budgets. The District's match requirements are funded from Measure C funds. The slight negative ending balance will be addressed in the near future.
12. Resource 4110, Child Development Center – This fund was established for the benefit of the child development centers and will be used to augment facilities, equipment and technology at the new Child Centers at Moreno Valley and Norco.
13. Resource 4120, Non-State Funded Capital Outlay Projects – The budget in this fund is an addition for the Moreno Valley College Park -- Phase I project.
14. Resource 4130, La Sierra Capital – The expenditure budget here has been used to pay for services associated with the development of the La Sierra property. It is also being used in the near term as a funding vehicle for the Riverside School of the Arts (RSA). In this regard, \$2,346,760 has been allocated for planning and working drawings, \$2.19 million of which is budgeted for fiscal '05.
15. Resource 4140, Digital Library / LRC – This fund is used to account for State-funded construction and equipment purchases for the new Digital Library/Learning Resource Center.
16. Resource 4150, Self-Funded Equipment and Facility Projects -- This Resource was established for various equipment and facility projects funded via some of the District's "overcap" allocations in preceding years. An interfund transfer is made to Resource 1000 (\$.98 million) to support general operations. The balance in this Resource at year end will be \$1.1 million and will be available for FY '06, along with a reallocation of \$490,000 of the current year "Board election cost" budget, to meet equipment and other one-time budget needs.

***OTHER FUNDS (continued)***

17. Resource 4160, General Obligation Bond Funded Projects -- This fund has been established to account for funds derived from the issuance of Measure C general obligation bonds.
18. Resource 6100, Health and Liability Self-Insurance – The Self-Insurance fund covers the District’s indemnity health insurance and liability self-insurance programs. As stated earlier, the indemnity program has experienced a significant increase in claims during the last two years. Concerning the liability program, we had discontinued use of an interfund transfer from Resource 1000 in favor of using reserves during the recent State budget difficulties. In fiscal ’05 we are essentially replenishing this drawdown of reserves.
19. Resource 6110, Workers’ Compensation Self Insurance – Workers’ comp income is derived from the .0108 funding rate charged to all budgets with salary accounts. The rate is unchanged from the prior year.
20. Student Federal Grants and State of California Student Grants are used to report the receipt and distribution of various student grant programs.

## ***LOOKING AHEAD***

As the annual budget is critical to the achievement of the District's mission and long-range goals and objectives, it is important that the budget process provide a glimpse of the District's financial future. At this point, although '05 prospects are relatively bright, the fiscal horizon thereafter remains somewhat clouded. This is primarily due to two factors, the State's continuing structural deficit and Prop 98 projections which indicate that community college funding will be significantly below levels necessary to meet enrollment demand.

In terms of the District's internal operating environment, a number of potential issues are in the offing for the 2005-2006 fiscal year. They include:

- The financial condition of PERS and STRS and the implications thereof for employer contributions.
- Rising energy costs.
- An economy which continues somewhat suspect as to whether a solid recovery is taking hold.
- The effect of the 136.4% increase in the enrollment fee over a two-year period.
- The effect of the so-called "CTA Agreement" ... the budget agreement reached between the Governor, the CTA and several other educational groups, but excluding the CCC ... on 2005-06 community college funding.
- Resource competition within the CCC.
- Funding requirements associated with evolution to a 3-college district.
- Coverage of compensation costs, especially as regards the additional 1.0% in salary, step and column increases and rising medical costs.

Additionally, 2004-05 will be a critical year in terms of the District's strategic planning efforts, especially as regards Measure C. Facility projects on the proverbial table now have been in the queue for some time. Thus, "what comes next" will require significant attention. This question must also be addressed in a very dynamic environment where such matters as assessed valuations, interest rates, State capital outlay funding, growth and equalization funding, enrollment demand, institutional capacity and Prop 39 general obligation bond requirements all have an effect. It will be exceedingly important, then, that we ensure that our expenditure base is aligned with our revenue outlook both now and in the future.

## ***CHART OF ACCOUNTS***

During the latter part of FY 02-03, the District's former Legacy financial, payroll and budgeting systems were converted to a new system called Galaxy. Both the Legacy and Galaxy systems are maintained by the Riverside County Superintendent of Schools.

As a result of this conversion, the District was required to make minor modifications to certain components of the existing chart of accounts. As this conversion was quite recent, a "Fund Code Crosswalk" and a "Crosswalk from Legacy to Galaxy" schematic are again presented on the next two pages to assist the reader in translating the old budget codes to the new budget codes.

The location, Program, Special Program and Object code fields of the new budget code will remain essentially unchanged. The primary difference in the budget code is the fund designation. It will now consist of two separate fields, a two digit Fund number and a four digit Resource number, whereas previously we had one field with a three digit Fund number. The Resource number is equivalent to Fund numbers under the former system (e.g. General Fund, Parking Fund, Health Fund, etcetera). The reader will note that the fund divider tabs now reflect Resource numbers which are simply the old Fund numbers with an additional digit which is "0." For example, Fund 100 is now Resource 1000.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND CODE CROSSWALK  
 2003-2004

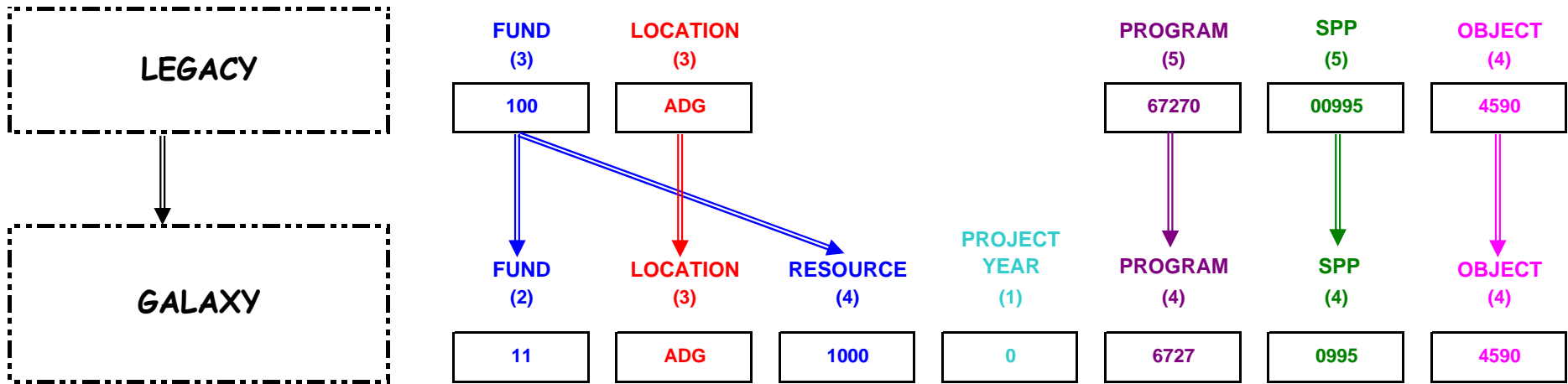
Fund		CONVERT TO	
		Fund	Resource
100	General Operating Fund	11	1000
101	Certificates of Participation Clearing	11	1010
105	Parking	12	1050
107	Student Health	12	1070
108	Community Education	11	1080
109	Performance Riverside	11	1090
111	Bookstore (Contractor Operated)	11	1110
117	Customized Solutions	11	1170
118	Redevelopment Pass-through	12	1180
119	Grants and Categorical Programs	12	1190
320	Food Services	32	3200
330	Child Care	33	3300
410	State Construction and Scheduled Maintenance	41	4100
411	Child Development Center Capital	41	4110
413	La Sierra Capital	41	4130
414	Digital Library/Learning Resource Center	41	4140
415	Self-Funded Equipment and Facility Projects	41	4150
610	Health and Liability Self-Insurance	61	6100
611	Workers' Compensation Self-Insurance	61	6110



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**CHART OF ACCOUNTS**

**~ CROSSWALK FROM LEGACY TO GALAXY ~**



**Fund Conversion**

See chart below

No change

Fund # plus 0

New field - Not used at this time

No change

UNRESTRICTED

GENERAL OPERATING FUND	100	11	1000
CERTIFICATES OF PARTICIPATION (CLEARING)	101	11	1010
COMMUNITY EDUCATION	108	11	1080
PERFORMANCE RIVERSIDE	109	11	1090
BOOKSTORE (CONTRACTOR OPERATED)	111	11	1110
CUSTOMIZED SOLUTIONS	117	11	1170

RESTRICTED

PARKING	105	12	1050
STUDENT HEALTH	107	12	1070
REDEVELOPMENT PASS-THROUGH	118	12	1180
GRANTS & CATEGORICAL PROGRAMS	119	12	1190

SPECIAL REVENUE (AUXILIARY SERVICES)

FOOD SERVICES	320	32	3200
CHILD CARE	330	33	3300

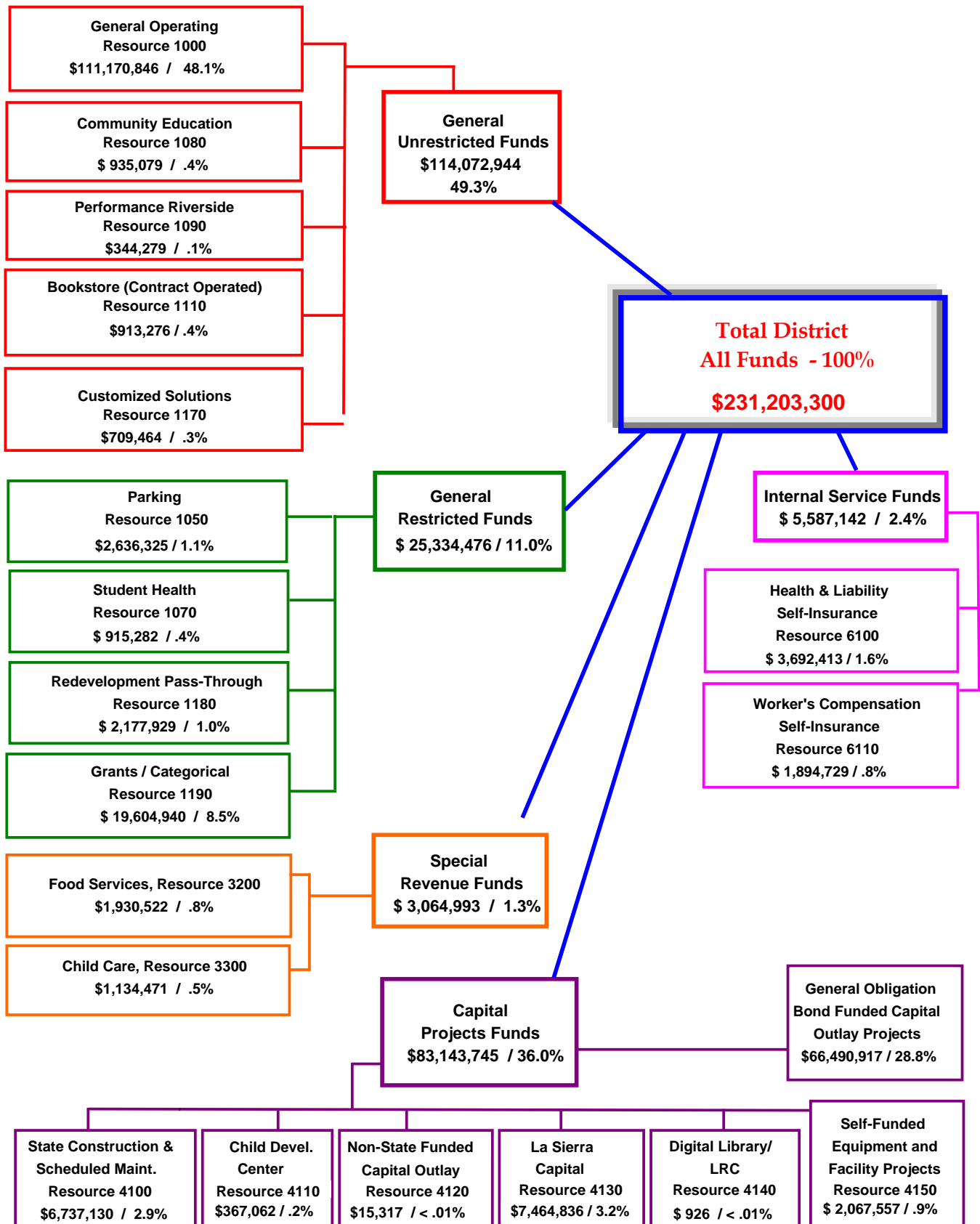
CAPITAL PROJECTS

STATE CONSTRUCTION/SCHED MAINT	410	41	4100
CHILD DEVELOPMENT CENTER	411	41	4110
NON-STATE FUNDED CAPITAL OUTLAY	412	41	4120
LA SIERRA CAPITAL	413	41	4130
DIGITAL LIBRARY / LRC	414	41	4140
SELF-FUNDED EQUIP/FACILITY PROJECTS	415	41	4150

INTERNAL SERVICE (SELF-INSURANCE)

HEALTH & LIABILITY SELF-INSURANCE	610	61	6100
WORKERS COMP SELF-INSURANCE	611	61	6110

## Riverside Community College District Fund Schematic - Total Available Funds 2004-2005 Proposed Budget



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS**  
**2004-2005**

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget</u> <u>2003-2004</u>	<u>Final Budget</u> <u>2004-2005</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General	\$ 99,098,479	\$ 111,170,846
1080	Community Education	745,957	935,079
1090	Performance Riverside	269,537	344,279
1110	Bookstore (Contract-Operated)	879,182	913,276
1170	Customized Solutions	<u>334,066</u>	<u>709,464</u>
	Total Unrestricted General Funds	<u>101,327,221</u>	<u>114,072,944</u>
<u>Restricted - Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,119,503	2,636,325
1070	Student Health	786,035	915,282
1180	Redevelopment Pass-Through	1,879,767	2,177,929
1190	Grants and Categorical Programs	<u>17,122,379</u>	<u>19,604,940</u>
	Total Restricted General Funds	<u>21,907,684</u>	<u>25,334,476</u>
	Total General Funds	<u>123,234,905</u>	<u>139,407,420</u>
<u>Special Revenue - Funds 32 &amp; 33</u>			
<u>Resource</u>			
3200	Food Services	1,759,739	1,930,522
3300	Child Care	<u>691,588</u>	<u>1,134,471</u>
	Total Special Revenue Funds	<u>2,451,327</u>	<u>3,064,993</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2004-2005**

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2003-2004</u>	<u>Final Budget 2004-2005</u>
<u>Capital Projects Funds - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	13,100,309	6,737,130
4110	Child Development Center	396,594	367,062
4120	Non-State Funded Capital Outlay Projects	1,011,925	15,317
4130	La Sierra Capital	7,360,546	7,464,836
4140	Digital Library / Learning Resource Center	2,040,434	926
4150	Self-Funded Equipment and Facility Projects	4,704,631	2,067,557
4160	General Obligation Bond Funded Capital Outl:	-	66,490,917
	<b>Total Capital Projects Funds</b>	<u>28,614,439</u>	<u>83,143,745</u>
<u>Internal Service - Fund 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	3,262,150	3,692,413
6110	Workers Compensation Self Insurance	<u>1,483,609</u>	<u>1,894,729</u>
	<b>Total Internal Service Funds</b>	<u>4,745,759</u>	<u>5,587,142</u>
	<b>Total District Funds</b>	<u>\$ 159,046,430</u>	<u>\$ 231,203,300</u>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 10,967,717	\$ 11,312,298
	State of California Student Grants	<u>931,000</u>	<u>1,022,000</u>
	<b>Total Student Financial Aid Accounts</b>	<u>11,898,717</u>	<u>12,334,298</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,402,932</u>	<u>1,432,503</u>
	<b>Total Expendable Trust and Agency</b>	<u>\$ 13,301,649</u>	<u>\$ 13,766,801</u>
	<b>Grand Total</b>	<u>\$ 172,348,079</u>	<u>\$ 244,970,101</u>

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

FINAL BUDGET  
 2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$ 7,684,092
Federal Income	\$ 109,093	
State Income	59,760,885	
Local Income	40,832,668	
Other Income	245,194	
Interfund Transfers	<u>2,538,914</u>	
Total Income		<u>103,486,754</u>
Total Available Funds (TAF)		<u>\$ 111,170,846</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 47,238,166
2000	Classified Salaries	22,313,577
3000	Employee Benefits	18,854,101
4000	Books and Supplies	1,899,402
5000	Services and Operating Expenses	11,124,193
6000	Capital Outlay	1,091,128
7300	Interfund Transfers	820,000
8999	Intrafund Transfers	<u>1,669,676</u>
	Total Expenditures	\$ 105,010,243
7900	* Contingency / Reserves	<u>6,160,603</u>
	Total Resource 1000 Including Contingency / Reserves	<u>\$ 111,170,846</u>

\* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1117) and factoring in the deficit for Resource 1090. The calculated 5% Contingency for Resource 1000 is \$6,106,418

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1050 - PARKING

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 784,079
Local Income	<u>1,852,246</u>
Total Available Funds (TAF)	<u>\$ 2,636,325</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 1,088,931
3000	Employee Benefits	338,119
4000	Books and Supplies	47,711
5000	Services and Operating Expenses	215,407
6000	Capital Outlay	<u>93,629</u>
	Total Expenditures	1,783,797
7900	* Contingency / Reserves	<u>852,528</u>
	Total Resource 1050 Including Contingency / Reserves	<u>\$ 2,636,325</u>

\* 5% Contingency reserve calculated from TAF equals \$131,816

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

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 333,088
Local Income	<u>582,194</u>
Total Available Funds (TAF)	<u>\$ 915,282</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 111,371
2000	Classified Salaries	235,757
3000	Employee Benefits	61,079
4000	Books and Supplies	91,165
5000	Services and Operating Expenses	83,511
6000	Capital Outlay	<u>1,000</u>
	Total Expenditures	583,883
7900	* Contingency / Reserves	<u>331,399</u>
	Total Resource 1070 Including Contingency / Reserves	<u>\$ 915,282</u>

\* 5% Contingency reserve calculated from TAF equals \$45,764

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

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$	15,549
Local Income		<u>919,530</u>
Total Available Funds (TAF)	\$	<u>935,079</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	5,539
2000	Classified Salaries		359,396
3000	Employee Benefits		71,091
4000	Books and Supplies		14,247
5000	Services and Operating Expenses		403,822
6000	Capital Outlay		<u>800</u>
	Total Expenditures		854,895
7900	* Contingency / Reserves		<u>80,184</u>
	Total Resource 1080 Including Contingency / Reserves	\$	<u>935,079</u>

\* 5% Contingency reserve calculated from TAF equals \$46,754



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

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$ (532,660)
Local Income	\$ 683,682	
Intrafund Transfer From Resource 1000	<u>193,257</u>	
Total Income		<u>876,939</u>
Total Available Funds (TAF)		<u>\$ 344,279</u>

EXPENDITURES

<u>Object Code</u>		
2000	Classified Salaries	\$ 269,380
3000	Employee Benefits	76,665
4000	Books and Supplies	34,745
5000	Services and Operating Expenses	<u>494,151</u>
	Total Expenditures	874,941
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1090 Including Contingency / Reserves	<u>\$ 874,941</u>
	Resource Deficit	\$ (530,662)

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

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 121,618
Local Income	<u>791,658</u>
Total Available Funds (TAF)	<u>\$ 913,276</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 4,541
3000	Employee Benefits	522
5000	Services and Operating Expenses	25,619
7390	Interfund Transfer to Resource 3200	326,930
8999	Intrafund Transfer to Resource 1000	<u>510,000</u>
	Total Expenditures	867,612
7900	* Contingency / Reserves	<u>45,664</u>
	Total Resource 1110 Including Contingency / Reserves	<u>\$ 913,276</u>

\* 5% Contingency reserve calculated from TAF equals \$45,664

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

FINAL BUDGET  
 2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$ (27,044)
State Income	\$ 196,932	
Local Income	366,106	
Interfund Transfer from Resource 1000	<u>173,470</u>	
Total Income		<u>736,508</u>
Total Available Income (TAF)		<u>\$ 709,464</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 35,544
2000	Classified Salaries	128,827
3000	Employee Benefits	50,180
4000	Books and Supplies	30,167
5000	Services and Operating Expenses	205,190
6000	Capital Outlay	<u>574</u>
	Total Expenditures	450,482
7900	* Contingency / Reserves	<u>258,982</u>
	Total Resource 1170 Including Contingency / Reserves	<u>\$ 709,464</u>

\* 5% Contingency reserve calculated from TAF equals \$35,473

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS - THROUGH

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 1,651,823
Local Income	<u>526,106</u>
Total Available Income (TAF)	<u>\$ 2,177,929</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenses	\$ 151,900
6000	Capital Outlay	<u>286,658</u>
	Total Expenditures	438,558
7900	* Contingency / Reserves	<u>1,739,371</u>
	Total Resource 1180 Including Contingency / Reserves	<u>\$ 2,177,929</u>

\* 5% Contingency reserve calculated from TAF equals \$108,896

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL PROGRAMS

FINAL BUDGET  
 2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$
Federal Income	\$ 9,762,153	
State Income	6,725,653	
Local Income	1,304,185	
Intrafund Transfers From General Fund Unrestricted	<u>1,812,949</u>	
Total Income		<u>19,604,940</u>
Total Available Funds (TAF)		<u>\$ 19,604,940</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 3,640,921
2000	Classified Salaries	4,456,829
3000	Employee Benefits	2,239,410
4000	Books and Supplies	1,083,500
5000	Services and Operating Expenses	4,540,071
6000	Capital Outlay	3,161,863
7500	Scholarships	255,146
7600	Student Grants / Bus Passes	<u>227,200</u>
	Total Expenditures	19,604,940
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1190 Including Contingency / Reserves	<u>\$ 19,604,940</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 32, RESOURCE 3200 - FOOD SERVICES

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$ 252,534
Local Income	\$ 1,351,058	
Interfund Transfer From Resource 1110	<u>326,930</u>	
Total Income		<u>1,677,988</u>
Total Available Funds (TAF)		<u>\$ 1,930,522</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 565,719
3000	Employee Benefits	213,400
4000	Books and Supplies	756,831
5000	Services and Operating Expenses	130,419
6000	Capital Outlay	<u>10,000</u>
	Total Expenditures	1,676,369
7900	* Contingency / Reserves	<u>254,153</u>
	Total Resource 3200 Including Contingency / Reserves	<u>\$ 1,930,522</u>

\* 5% Contingency reserve calculated from TAF equals \$96,526

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 33, RESOURCE 3300 - CHILD CARE

FINAL BUDGET  
 2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$	(1,455)
Federal Income	\$	35,000	
State Income		122,163	
Local Income		658,763	
Incoming Transfer from Resource 1000		<u>320,000</u>	
Total Income			<u>1,135,926</u>
Total Available Funds (TAF)			<u>\$ 1,134,471</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	684,600
2000	Classified Salaries		124,710
3000	Employee Benefits		180,797
4000	Books and Supplies		55,396
5000	Services and Operating Expenses		<u>55,704</u>
	Total Expenditures	\$	1,101,207
7900	* Contingency / Reserves		<u>33,264</u>
	Total Resource 3300 Including Contingency / Reserves	\$	<u>1,134,471</u>

\* 5% Contingency reserve calculated from TAF equals \$56,724

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4100 - STATE CONSTRUCTION AND SCHEDULED MAINTENANCE

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$	140,436
State Income	\$	6,274,694	
Intrafund Transfer From Resource 4160		<u>322,000</u>	
Total Income			<u>6,596,694</u>
Total Available Funds (TAF)	\$		<u>6,737,130</u>

EXPENDITURES

Object Code

4000	Books and Supplies	\$	70,000
5000	Services and Operating Expenses		504,656
6000	Capital Outlay		6,163,679
7900	Contingency / Reserves		<u>-</u>
	Total Resource 4100 Including Contingency / Reserves	\$	<u>6,738,335</u>
	Resource Deficit	\$	(1,205)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4110 - CHILD DEVELOPMENT CENTER

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 364,562
Local Income	<u>2,500</u>
Total Available Funds (TAF)	<u>\$ 367,062</u>

EXPENDITURES

<u>Object Code</u>		
6000	Capital Outlay	\$ 367,062
7920	Contingency / Reserves	<u>-</u>
	Total Resource 4110 Including Contingency / Reserves	<u>\$ 367,062</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4120 - NON-STATE FUNDED CAPITAL OUTLAY PROJECTS

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$	317
Local Income		<u>15,000</u>
Total Available Funds (TAF)	\$	<u>15,317</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	<u>15,000</u>
	Total Expenditures		15,000
7920	Contingency / Reserves		<u>317</u>
	Total Resource 4120 Including Contingency / Reserves	\$	<u>15,317</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 7,379,836
Local Income	<u>85,000</u>
Total Available Funds (TAF)	<u>\$ 7,464,836</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenses	\$ 73,719
6000	Capital Outlay	<u>2,191,737</u>
	Total Expenditures	2,265,456
7900	Contingency / Reserves	<u>5,199,380</u>
	Total Resource 4130 Including Contingency / Reserves	<u>\$ 7,464,836</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4140 - DIGITAL LIBRARY / LEARNING RESOURCE CENTER

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$	-
State Income		<u>926</u>
Total Available Funds (TAF)	\$	<u>926</u>

EXPENDITURES

Object Code

6000	Capital Outlay	\$	<u>926</u>
	Total Expenditures		926
7900	Contingency / Reserves		
	Total Resource 4140 Including Contingency / Reserves	\$	<u>926</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4150 - SELF-FUNDED EQUIPMENT & FACILITY PROJECTS

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ <u>2,067,557</u>
Total Available Funds (TAF)	\$ <u>2,067,557</u>

EXPENDITURES

Object Code

7310	Interfund Transfer to Resource 1000	\$ <u>983,860</u>
	Total Expenditures	983,860
7920	Contingency / Reserves	<u>1,083,697</u>
	Total Resource 4150 Including Contingency / Reserves	\$ <u>2,067,557</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4160 - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ -
Local Income	276,025
Other Sources	66,214,892
Total Available Funds (TAF)	<u>\$ 66,490,917</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenses	\$ 1,042,500
6000	Capital Outlay	1,172,716
7100	Debt Service	11,582,875
8999	Intrafund Transfer	<u>322,000</u>
	Total Expenditures	14,120,091
7900	* Contingency / Reserves	<u>52,370,826</u>
	Total Resource 4160 Including Contingency / Reserves	<u>\$ 66,490,917</u>

\* 5% Contingency reserve calculated from TAF equals \$3,324,456

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6100 - HEALTH AND LIABILITY SELF-INSURANCE

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$ (1,014,554)
Local Income	\$ 4,104,870	
Interfund Transfer from Resource 1000	500,000	
Intrafund Transfer from Resource 6110	<u>102,097</u>	
Total Income		<u>4,706,967</u>
Total Available Funds (TAF)		<u>\$ 3,692,413</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 113,432
3000	Employee Benefits	45,866
4000	Books and Supplies	4,050
5000	Services and Operating Expenses	<u>4,275,808</u>
	Total Expenditures	4,439,156
7900	Contingency / Reserves	<u>                    </u>
	Total Resource 6100 Including Contingency / Reserves	<u>\$ 4,439,156</u>
	Resource Deficit	\$ (746,743)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$ 1,022,889
Local Income	<u>871,840</u>
Total Available Funds (TAF)	<u>\$ 1,894,729</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 38,721
3000	Employee Benefits	15,605
4000	Books and Supplies	500
5000	Services and Operating Expenses	806,045
8999	Intrafund Transfers	<u>102,097</u>
	Total Expenditures	962,968
7900	Contingency / Reserves	<u>931,761</u>
	Total Resource 6110 Including Contingency / Reserves	<u>\$ 1,894,729</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT FEDERAL GRANTS

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$
Federal Income		
PELL Student Grants and Book Waivers	\$ 10,050,000	
FSEOG Student Grants and Book Waivers	609,381	
Federal Work Study	<u>652,917</u>	
Total Federal Income		<u>11,312,298</u>
Total Available Funds (TAF)		<u>\$ 11,312,298</u>

EXPENDITURES

<u>Object Code</u>		
7520	Student Grants and Book Waivers	<u>\$ 11,312,298</u>
	Total Student Federal Grants	<u>\$ 11,312,298</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA STUDENT GRANTS

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1	\$	
State Income Cal Grant B and C		<u>1,022,000</u>
Total Available Funds (TAF)	\$	<u>1,022,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>1,022,000</u>
	Total State of California Student Grants Account	\$	<u>1,022,000</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSOCIATED STUDENTS OF RCC

FINAL BUDGET  
2004-2005

INCOME

Unaudited Beginning Balance, July 1		\$	874,097
Local Income			
Student Fees	\$	512,245	
Interest		8,630	
Athletic Events		10,472	
Telephone Commission		<u>27,059</u>	
Total Local Income			<u>558,406</u>
Total Funds Available (TAF)		\$	<u>1,432,503</u>

EXPENDITURES

Account Code

900	ASRCC Operations/Special Events	\$	42,300
911	Riverside Special Events		126,933
921	Norco Operations/Special Events		210,482
931	Moreno Valley Special Events		43,825
912	Riverside Interclub Council		6,000
922	Norco Interclub Council		7,900
932	Moreno Valley Interclub Council		43,072
913	Riverside MCAC		5,300
923	Norco MCAC		14,390
933	Moreno Valley MCAC		4,800
914	Riverside Club Special Events		1,500
915	Riverside Board of Commissioners		11,315
924	Norco Club Special Events		2,585
934	Moreno Valley Club Special Events		4,500
926	Norco Government Branches		21,275
905	Organizations Funding		3,350
906	Athletics		2,730
927	Norco Commissioners		<u>6,149</u>
	Total Expenditures	\$	558,406
	Contingency		<u>874,097</u>
	Total ASRCC Accounts	\$	<u>1,432,503</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No: V-D-2

Date: October 19, 2004

Subject: Consultant Agreement with Rick G. Allen

Background: The Grant and Contract Services Office proposes the use of Rick G. Allen as a consultant to perform all work necessary to conduct a cost allocation study and prepare a report for Riverside Community College District that fulfills all requirements for our request for approval of a negotiated indirect cost rate agreement. As part of this agreement, Mr. Allen would also conduct all necessary negotiations with the cognizant federal agency on behalf of the District in order to obtain the most favorable indirect cost rate agreement approval possible. The consultant agreement with Mr. Allen limits expenditures to a maximum of 100 hours of service at a cost of \$90.00 per hour (a maximum total of \$9,000), which includes all time, travel and material costs. The period of performance begins October 19, 2004 and terminates June 30, 2005. The agreement has been reviewed by Ed Godwin, Risk Management. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Rick G. Allen for a cost allocation study and report, and negotiations with the cognizant federal agency, designate this vendor as a "Designated Employee" for purposes of the Conflict of Interest Code, and authorize the Vice President, Administration and Finance, to sign the agreement.

Salvatore G. Rotella  
President

Prepared by: Colleen Molko  
Associate Director  
Grant and Contract Services

**Independent Contractor Agreement  
Between  
Riverside Community College District  
And  
Rick G. Allen**

This Agreement, entered into this **October 19, 2004**, between Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, hereinafter referred to as the "Client," and Rick G. Allen, whose address is 2687 N. 200 E., North Logan, Utah 84341, hereinafter referred to as the "Contractor".

**ARTICLE I. TERM OF CONTRACT**

1.01 This Agreement is effective to cover activities beginning **October 19, 2004**, and will continue in effect until **June 30, 2005**.

**ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01 Contractor agrees to perform the services specified in the " Scope of Services " attached to this Agreement as "Exhibit A" and incorporated by reference herein.

**ARTICLE III. COMPENSATION**

3.01 In consideration for the services to be performed by the Contractor, Client shall pay Contractor as described in "Exhibit B" attached hereto and incorporated by reference herein.

**ARTICLE IV. OBLIGATIONS OF CONTRACTOR**

4.01 Minimum Amount of Service. Contractor agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of Riverside Community College District. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

4.02 Time for Performance of Services. Contractor shall meet with the Client and complete deliverables as outlined in "Exhibit A."

- 4.03 Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees and agrees to hold harmless and indemnify Client for any and all claims arising out of any inquiry, disability or death.
- 4.04 Indemnification and Hold Harmless. It is mutually agreed and understood that, during the term of this Agreement, RCCD shall indemnify and hold the Contractor and its officers, directors, agents, affiliates and employees, harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the RCCD, the instructors, employees and students, arising out of, under, pursuant to or in connection with this Agreement. It is mutually agreed and understood that, during the term of this Agreement, the Contractor shall indemnify and hold RCCD, its Board of Trustees, officers, employees and students harmless from all claims, actions and judgments, including attorney fees, costs and interest and related expenses for losses, liability, damages and costs and expenses of any kind in any way caused by, related to, or arising out of the acts or omissions of the Contractor, its officers and employees, arising out of, under, pursuant to or in connection with this Agreement.
- 4.05 Assignment. Although it is understood that Contractor may utilize the services of others in the process of gathering information to be used in the preparation of the deliverable, it is agreed that the final deliverable product will remain the sole obligation of the Contractor and responsibility for its completion and delivery may not be delegated to any other party.
- 4.06 Treatment of Client Information. Contractor shall regard all Client data and information used in the work performed under this agreement as confidential, and will comply with all Family Educational Rights and Privacy Act (FERPA) regulations regarding privacy of student data.

#### **ARTICLE V. OBLIGATIONS OF CLIENT**

- 5.01 Cooperation of Client. Client agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

5.02 Use of Project Deliverables. Contractor hereby agrees that all written materials related to the work and produced as a result of this Agreement shall remain the sole property of the Client and may be used by the Client for any and all desired purposes.

**ARTICLE VI. TERMINATION OF AGREEMENT**

6.01 Termination Upon Notice. Notwithstanding any other provision of this Agreement, either party hereto may terminate the sections of this Agreement at any time upon 30 days written notice to the other.

**ARTICLE VII. GENERAL PROVISIONS**

7.01 Entire Agreement of the Parties. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

7.03 Independent Contractor. Contractor, and its officers, employees, and agents, shall act in an independent capacity during the term of this agreement and not as officers, employees or agents of RCCD.

Riverside Community College

Consultant/Independent Contractor

\_\_\_\_\_  
James L. Buysse  
Vice President, Administration and Finance

\_\_\_\_\_  
Rick G. Allen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Riverside Community College District Independent Contractor Agreement with Rick G. Allen**

#### **SCOPE OF SERVICES**

With this Agreement, Rick G. Allen will perform services and produce deliverables as detailed within this scope of service.

It is agreed that Contractor will provide a maximum of 100 hours of services between October 19, 2004 and June 30, 2005. Additional hours, or additional service beyond this period of time, if needed, will be contracted for through addendums via amendments to this contract. Services will include, but are not be limited to:

- Perform all work necessary to produce a cost allocation study and report for Riverside Community College District that fulfills all U.S. Department of Health and Human Services (or alternate cognizant agency) requirements for the approval of a negotiated indirect cost rate agreement. Consultant will gather and analyze all necessary data, and produce the required report in final submission format, as required by the approving cognizant agency.
- Conduct all necessary negotiations with the cognizant agency in order to obtain the most favorable indirect cost rate agreement approval possible with regard to, among other factors, the longevity of the approval period.

#### **DELIVERABLES**

- Completed cost allocation study and report ready for submission to the U.S. Department of Health and Human Services (or alternate cognizant agency)
- Negotiation services during approval process
- Approved indirect cost rate agreement



**EXHIBIT B**

**Riverside Community College District  
Independent Contractor Agreement with  
Rick G. Allen**

**COMPENSATION**

**Completion of Cost Allocation Study and Report in Submission-Ready Format and Related Negotiations with Approving Cognizant Agency**

1. As compensation for the services to be rendered, Client shall pay to the Contractor an amount equal to \$90.00 per hour for all hours of service requested and provided, up to a maximum of 100 hours of service between October 19, 2004 and June 30, 2005 (total not to exceed \$9,000), to be paid in arrears upon submission of an invoice. This agreed upon total includes all Contractor outlays (time, travel, materials, etc.).
2. If the Contractor does not complete the cost allocation study and report in submission ready format and represent Riverside Community College District in the indirect cost rate agreement negotiation process as outlined in "Exhibit A", no funds will be deemed due the Contractor by the Client.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No: V-D-4

Date: October 19, 2004

Subject: Martin Luther King High-Tech Center Roof Replacement

Background: The State did not fund a roof replacement as part of the Martin Luther King High-Tech Center renovation project. The State's funding position in this regard reflects its general policy with respect to modernization projects in that scheduled maintenance needs are not considered within the scope of "modernization."

Staff recommends that the roof be replaced while the MLK building is undergoing construction to avoid future damage to the newly renovated building and the equipment to be housed therein as well as program disruption during installation. The roof replacement would cost \$300,000. The Riverside College Strategic Planning Committee endorsed this project on August 19, 2004. Funding source: Measure C "scheduled maintenance" program.

Recommended Action: It is recommended that the Board of Trustees approve the roof replacement of the Martin Luther King High-Tech Center Building at an estimated cost of \$300,000 to be funded from the Measure C "scheduled maintenance" program.

Salvatore G. Rotella  
President

Prepared by: Aan Tan  
Associate Vice President  
Facilities and Planning

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No: V-D-5

Date: October 19, 2004

Subject: Change Order No. 2 – Final – Norco Early Childhood Education Center

Background: At a special Board meeting on September 9, 2003, the Board of Trustees awarded a contract in the amount of \$2,123,964 to Douglas E. Barnhart, Inc., for construction of the Norco Early Childhood Education Center. Change Order No. 1, approved by Board on May 19, 2004, decreased the project amount by \$127,918. Change Order No. 2 represents an increase of \$11,373. The two change orders taken together yield a net decrease of \$116,545, and a revised total project cost of \$2,007,419. Funding source: State Capital Outlay Funds.

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 2 for the Norco Early Childhood Center for an increase of \$11,373, bringing the total cost to \$2,007,419, and authorize the Vice President, Administration and Finance, to sign the Change Order.

Salvatore G. Rotella  
President

Prepared by: Aan Tan  
Associate Vice President  
Facilities and Planning

# CHANGE ORDER

tBP/Architecture  
2300 Newport Boulevard  
Newport Beach, CA 92663

PROJECT: Norco -Early Childhood Educ. Center CHANGE ORDER # 2 - final  
Riverside Community College District DATE: September 9, 2004  
CONTRACTOR: douglas e. barnhart, inc. D.S.A. # A4-104598 F33-C1  
10760 Thornmint Road tBP # 97058.00  
San Diego, CA 92127

ORIGINAL CONTRACT AMOUNT: \$ 2,123,964  
Previous Change Order: \$ <127,918>  
This Change Order: \$ 11,373  
Total Change Order: \$ <116,545>

REVISED CONTRACT AMOUNT: \$ 2,007,419

ORIGINAL CONTRACT COMPLETION DATE: October 1, 2004  
Previous Change Order: 0 Calendar Days  
This Change Order: 0 Calendar Days  
Total Change Orders: 0 Calendar Days

REVISED CONTRACT COMPLETION DATE: October 1, 2004

Upon signing by the Owner and the Contractor, the above noted Contract is hereby changed per the terms of the contract and this Change Order including attached exhibit "A".

This change represents full and complete compensation for all cost, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work.

APPROVALS:

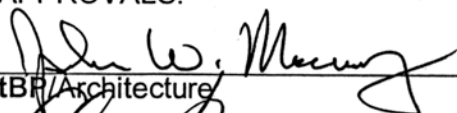

 DATE 9.9.04  
tBP/Architecture  
 DATE 9/14/04  
douglas e. barnhart, Inc.  
Riverside Community College District DATE \_\_\_\_\_

EXHIBIT "A" – Change Order #2  
Norco, ECEC – Riverside CCD  
tBP 95058.00, DSA# A4-104598 F33-C1  
September 9, 2004 Page 2

- #1 DESCRIPTION: SECURITY SYSTEM (Bulletin 8, PCO 22)  
Omit specified security system receiver.  
REASON: Existing campus system does not require a new receiver.  
REQUESTED BY: District  
COST: <\$2,063>  
TIME EXTENSION: 0 days
- #2 DESCRIPTION: FLUE DISCHARGE (Bulletin 9, PCO 15)  
Provide flue discharge extension  
provide code required distance between discharge and air intake.  
REASON: Mechanical Engineer  
REQUESTED BY: Mechanical Engineer  
COST: \$1,431  
TIME EXTENSION: 0 days
- #3 DESCRIPTION: LANDSCAPE REVISIONS (Bulletin 10, PCO 16)  
Revise landscape and irrigation plans as follows:  
1. Revise playground irrigation plan to match architectural site plan.  
2. Provide turf throughout playground except where hardscape occurs per architectural site plan.  
3. Tree layout in playground shall be per the attached sketch.  
4. Provide seven Abelias near the south/east corner of the building instead of the indicated ten.  
5. Omit turf and sprinklers to the west of the entry drive. Provide irrigation bubblers to the six African Sumacs.  
REASON: Landscape drawings not updated to bid document site plan  
REQUESTED BY: Architect  
COST: \$1,437  
TIME EXTENSION: 0 days
- #4 DESCRIPTION: PLUMBING SOFFIT (RFI 44, PCO 13)  
Provide 4" soffit at rooms 118 and 119 for plumbing lines  
REASON: Glu-lam beam obstructed path of lines.  
REQUESTED BY: Architect  
COST: \$1,188  
TIME EXTENSION: 0 days
- #5 DESCRIPTION: SITE CONDUITS (PCO 14)  
Extend parking lot conduits to light pole location.  
REASON: Prior contractor did not install conduits to the proper location.  
REQUESTED BY: District  
COST: \$1,810  
TIME EXTENSION: 0 days

EXHIBIT "A" – Change Order #2  
Norco, ECEC – Riverside CCD  
tBP 95058.00, DSA# A4-104598 F33-C1  
September 9, 2004 Page 3

- #6 DESCRIPTION: SITE WATER LINE (PCO 17)  
Extend existing water line lateral to new back-flow preventor location  
REASON: Prior contractor did not install line to proper location.  
REQUESTED BY: District  
COST: \$1,939  
TIME EXTENSION: 0 days
- #7 DESCRIPTION: HOLD OPEN (RFI 56, PCO 19)  
Provide hold-open arms for exterior dutch doors 06 and 08.  
REASON: Specified door stops at door bottom not compatible with adjacent  
construction.  
REQUESTED BY: Architect / Contractor  
COST: \$172  
TIME EXTENSION: 0 days
- #8 DESCRIPTION: TRUNCATED DOMES (PCO 20)  
Provide the truncated domes at the parking drop-off area per the DSA approved  
documents that were indicated to be already installed under a prior contract.  
REASON: Truncated domes were not installed per prior DSA "A" number project that this  
project referenced.  
REQUESTED BY: District  
COST: \$5,459  
TIME EXTENSION: 0 days

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-6

Date: October 19, 2004

Subject: California Environmental Quality Act (CEQA) Study for Riverside Campus  
Parking Structure

Background: KCT Consultants, Inc. conducted an environmental assessment study under California Environmental Quality Act (CEQA) requirements for the Riverside Campus Parking Structure and associated improvements. The study has determined that the proposed project will not have a significant effect on the environment, thus concluding a “Negative Declaration.” A “Staff Report” is attached describing project findings, conclusions, recommendations and conditions of approval.

Recommended Action: It is recommended that the Board of Trustees approve the attached California Environmental Quality Act (CEQA) Study “Staff Report” for the Riverside Campus Parking Structure, and authorize the Associate Vice President, Facilities, to file a “Negative Declaration” and De Minimis Impact Finding with the Riverside County Clerk’s Office within five days.

Salvatore G. Rotella  
President

Prepared by: Aan Tan  
Associate Vice President  
Facilities and Planning

Riverside Community College District  
Facilities and Planning

STAFF REPORT

Riverside Campus Parking Structure and Associated Improvements

September 15, 2004

Project Description

The project's site preparation, which includes excavation, grading and demolition of the existing tennis and handball courts are a part of the previous improvements of the Physical Education Complex. It has been previously analyzed under the P.E. Complex negative declaration. This work will be completed prior to the construction of the Parking Structure and associated improvements.

The five-story parking structure and associated improvements (project) includes a total of 1,120 parking spaces, which includes 36 handicapped accessible spaces. The top level of the structure will be the new location of eight tennis courts with limited parking, related locker rooms, showers, and restroom facilities. There are also two small offices located near the locker rooms. The project will also include the construction of the handball courts and a practice field that is approximately 60 of the size of a full size football practice field.

The grade of the pad of the parking structure, the practice fields and the handball courts are located approximately forty feet below Magnolia Avenue and Terracina Drive, and approximately forty five feet below Fifteenth Street. The area sits in a bowl-like shape below the existing streets. The fifth floor of the parking structure will be located at grade with Terracina Drive and Magnolia Avenue and approximately 12' above grade at Prospect Avenue. The parking structure is directly adjacent to Magnolia Avenue and Terracina Drive and is setback approximately 380 feet from Prospect Avenue.. The entire structure is above ground.

The first floor of the structure will have a vehicle entry/exit at the north end of the structure that will enter and exit onto 15th Street. The fourth floor will have a vehicle exit only at the western end of the structure that will have a right turn only onto Magnolia Avenue. A concrete median will be constructed in Magnolia Avenue at this position to prevent vehicles from turning left onto Magnolia Avenue. The fifth floor will have a vehicle entry/exit at the south end of the structure that will turn east onto Terracina Drive, which will then exit onto Magnolia Avenue. The structure will have pedestrian stairs located at the northwest corner, southeast corner, and at the western center portion of the structure. Elevators will be located next to the stairs at the northwest and



southeast corners. Finally, there will be an information kiosk on the first and fifth floor.

#### Findings

1. Existing Land Use: Tennis Courts and a practice field
2. Surrounding Land Uses: Community College Campus, residential uses
3. Existing Zoning: "O", Official and Public Uses. The proposed use is compatible with the existing zoning designation "PFI" Public Facilities and Institutions. The proposed use is compatible with the existing General Plan designation.
4. Land data Approximately 6 acres
5. Environmental Concerns: Through environmental analysis, the Project is determined not to have a significant effect on the environment and therefore, a Negative Declaration has been prepared. An Initial Study has been prepared documenting reasons to support this finding and is attached to this staff report as Exhibit "B".

#### Conclusions

1. The proposed project is in conformance with the Public Facilities and Institutions (PFI) Designation in the City of Riverside General Plan.
2. The proposed project is in conformance with the existing "O" (Official and Public Uses) zoning and City of Riverside Conditional Use Permit CUP 22-701 Revised.
3. The proposed project is in conformance with the Riverside Community College District Educational Master Plan (1997-2005 and Beyond).
4. The proposed project is designed to protect public health, safety and general welfare.
5. The proposed project is compatible with the present and future logical development of the area.
6. An Initial Study has been prepared for the proposed project to document reasons to support the finding.
7. After review of the Initial Study, it is found that the proposed project will NOT

have a significant effect on the environment and a Notice of Public Hearing and Notice of Intent to Adopt a Negative Declaration shall be posted.

#### Recommendations

ADOPTION of a Negative Declaration for the Environmental Assessment prepared for the Riverside Campus Parking Structure and Associated Improvements, based on the findings incorporated in the initial study and the conclusion that the project will not have a significant effect on the environment.

ADOPTION of a De Minimis finding based on the findings and conclusions contained in the Environmental Assessment, including the fact that there is no evidence before the District that the project will have any potential for an adverse effect on wildlife resources; and

APPROVAL of the Parking Structure and Associated Improvements, subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

POST the Notice of Determination and file the De Minimis Impact finding and Negative Declaration with the Riverside County Clerks office within five days.

POST the Notice of Determination in the Riverside Community College District Facilities and Planning Office.

#### Conditions of Approval

1. A Storm Water Pollution and Prevention Plan shall be prepared and included in the construction documents, in accordance with the N.P.D.E.S. general permit.
2. To reduce temporary noise impacts to the surrounding college and residential areas due to construction, the project will be required to follow all City of Riverside Noise Ordinance requirements
3. Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
4. All trucks hauling dirt, sand, soil, or other loose materials are to be covered or should maintain at least two feet of freeboard in accordance with the requirements of California Vehicle Code (CVC) Section 23114 (freeboard means vertical space between the top of the load and top of the trailer).
5. Pave construction access roads at least 100 feet onto the site from the main road.
6. Traffic speeds on all unpaved roads shall be reduced to 15 mph or less.

7. Revegetate disturbed areas as quickly as possible.
8. All streets shall be swept once per day if visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water).
9. Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment leaving the site each trip.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FINANCE AND AUDIT

Report No.: V-D-8

Date: October 19, 2004

Subject: Martin Luther King High-Technology Center – Group 2 Technology

Background: As the Board of Trustees is aware, the District received State capital outlay funding for the conversion of the Martin Luther King Library into a High Technology Center. This conversion is essentially a secondary effects project, following the construction of our new Digital Library/Learning Resource Center.

In the State's capital outlay program, however, secondary effects projects are no longer separately funded. Thus, in this arena, the MLK conversion is considered a "modernization" project. Such projects typically receive little if any funding for equipment, furnishings and scheduled maintenance items, as it is assumed that a community college district will utilize existing inventory and funding categories (i.e. scheduled maintenance and instructional equipment) for these purposes.

In this instance, RCCD initially assumed that an allocation of \$4.264 million in State equipment funding would be provided. However, on September 12, 2003, the State revisited this allocation and reduced funding to \$2.6 million. Thus, we were left with a situation where on one hand we would not receive what we had anticipated, but where on the other, we would receive an allocation substantially above that which otherwise might have been provided.

Staff has now completed a reassessment of our equipment needs and concluded that funding in the amount of \$3.852 million is required, \$1.252 million above the State-funded level. Attachment A provides a summary of this proposal. Staff has also initiated a review to assess to what extent our existing equipment and furnishings inventory can be utilized to meet our needs in this regard.

At this time, staff is proposing that the budget for equipment and furnishings be set at \$3.852 million and that Measure C funds be used in an amount not to exceed \$1.252 million to cover the shortfall in State funding. The Riverside City Campus' Strategic Planning Committee voted in favor of this proposal at its September 16, 2004, meeting. With Board approval of this recommendation at this time, staff can proceed with the ordering of various items requiring substantial lead times.

Recommended Action: It is recommended that the Riverside Community College District Board of Trustees approve a Group 2 Technology budget for the Martin Luther King High-Technology Center in the amount of \$3.852 million, with the use of Measure C general obligation bond funds in an amount not to exceed \$1.252million.

Salvatore G. Rotella  
President

Prepared by: James L. Buysse  
Vice President  
Administration and Finance

# MLK Group 2 Financial Impacts Summary

For: Riverside Community College  
 Proj.: MLK High Technology Center  
 Date: September 24, 2004

Backup V-D-8  
 October 19, 2004  
 Page 1 of 1

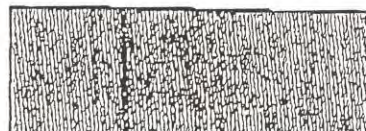
ATTACHMENT A

Device Type	Estimated Costs
<b>Desktop Technologies:</b>	
User Workstations, Intel-Based	\$1,277,300
User Workstations, Non-Intel	\$7,000
Printers, B&W	\$14,800
Printers, Color	\$4,000
Scanners	\$2,500
Copiers, B&W	\$9,700
Copiers, Color	\$3,000
Facsimile Machine	\$1,350
Video Cameras	\$53,480
<b>Desktop Applications:</b>	
Enterprise/Server Level	\$14,200
<b>Server Technologies:</b>	
Server, High-End	\$101,000
Server, Mid-Range	\$25,000
Server, Basic	\$34,500
Storage Area Network	\$270,000
<b>Server Applications:</b>	
Enterprise/Server Level	\$260,000
<b>Data Network Infrastructure:</b>	
Core Switch	\$48,523
Edge Switches	\$72,369
Routers & Other Electronics	\$85,398
IP Telephones	\$14,860
Wireless Network	\$5,838
Associated Software	\$15,500
<b>Miscellaneous:</b>	
WAN Services	\$5,000
Computer Room	
Equipment Cabinets/Racks	\$22,498
UPS	\$35,000
Miscellaneous Hardware (i.e., patch cords, etc.)	\$6,000
Sales Tax Allowance	\$185,118
Supplemental Conf. Room Installation & Configuration	\$3,000
Software Maintenance (prorated by Dept.)	\$32,360
Integration Services	\$200,000
Data Ntwk Maintenance (Cisco SmartNet; 1st Year On)	\$12,194
Contingency	\$249,084
<b>Base IT Financial Impact</b>	<b>\$3,070,372</b>
<b>Non-IT Costs:</b>	
Furniture	\$625,000
Audio Visual Equipment	\$100,000
Misc.	\$56,188
<b>Base Non-IT Furniture Impact</b>	<b>\$781,188</b>
<b>Total Financial Impact</b>	<b>\$3,851,559</b>

NOTES

TOTAL - Base IT Financial Impact: \$3,070,372  
 TOTAL - Base Non-IT Financial Impact: \$781,188  
 TOTAL - Financial Impact: \$3,851,560

All estimates above are based on requirements expressed during interviews with faculty and other departmental representatives for the nine disciplines that shall occupy this facility. Actual costs shall vary based on bidder responses to the procurement process.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
LEGISLATIVE


Report No.: V-E-1

Date: October 19, 2004

Subject: Resolution in Appreciation of the Leadership of the Governor in Support of Community College Equalization – Resolution No. 4-04/05

Background: The Board of Trustees of the Riverside Community College District wants to express appreciation for the Governor's leadership to support equalization for the Community College System in the budgets for F04/05 and the following two years. His leadership resulted in full funding for equalization for the Community College System during the budget negotiations with the Legislature.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 4-04/05 to express appreciation to the Governor for his support of equalization funding for the Community College System.

  
Salvatore G. Rotella  
President

Prepared by: Lyn Greene  
Associate Dean, Government Relations

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 4-04/05

RESOLUTION IN APPRECIATION OF THE LEADERSHIP OF GOVERNOR ARNOLD SCHWARZENEGGER IN SUPPORT OF COMMUNITY COLLEGE EQUALIZATION

WHEREAS, on a dollar per student basis, there has been a great disparity in funding among California's community college districts for many years; and

WHEREAS, the difference between the 15 highest funded districts and the 15 lowest funded districts has consistently been more than \$1,200 per student; and

WHEREAS, the lack of equitable state funding has meant that students in lower-funded districts have had significantly less access to classes, tutors, full-time instructors, lab technicians, math and writing center assistance, basic skills classes, adequately maintained facilities, instructional materials, current technology, technical programs, counselors and other support staff for an increasingly diverse student population; and

WHEREAS, all of California's community college districts are required to comply with the same state mandates, paying the same rates to PERS, STRS and Workers' Compensation, but the resources to comply with these and other state requirements have varied widely district by district; and

WHEREAS, Governor Schwarzenegger showed foresight, understanding, commitment and unprecedented leadership in his first budget proposal by recognizing the problem and seeking to address it over a three-year period; and

WHEREAS, the adopted 2004-2005 State Budget includes the Governor's budget proposal for \$80 million for the equalization of per student funding for credit instruction toward the 90<sup>th</sup> percentile of statewide funding among all districts; providing approximately one-third of the total multi-year resources required to address this need; and this will assist 80% of the state's community colleges and 85-90 percent of the state's community college students;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Riverside Community College District expresses its sincere appreciation to Governor Schwarzenegger for his support and commitment and the Governor's proposal to fund equalization and looks forward to working with him to make his three-year proposal a reality; thereby providing equitable access to the state's community college students.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF TRUSTEES OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
LEGISLATIVE

Report No.: V-E-2

Date: October 19, 2004

Subject: Resolution in Support of the California Community College System  
Response to the California Performance Review – Resolution No. 5-04/05

Background: The Board of Trustees of the Riverside Community College District wants to express its support for the Chancellor of the Community College Community College in his response to the recommendations of the California Performance Review. The leadership response raises appropriate concerns and offers alternative options to those segments of the California Performance Review pertaining to the Community College System and its role in higher education in this state.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 5-04/05 to express its support for the leadership response to the recommendations of the California Performance Review that pertain to the Community College System.

  
Salvatore G. Rotella  
President

Prepared by: Lyn Greene  
Associate Dean, Government Relations



RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 5-04/05

RESOLUTION IN SUPPORT OF THE CALIFORNIA COMMUNITY COLLEGE  
SYSTEM RESPONSE TO THE CALIFORNIA PERFORMANCE REVIEW

WHEREAS, the California Performance Review (CPR) made 16 recommendations in areas related to government reorganization and education policy that have a profound effect on California Community College students including areas such as state mandated enrollment priorities, transfer, career and workforce education, mandatory community service, service to high school students, textbooks costs and elimination of the state board; and

WHEREAS, the California Community Colleges system of 72 local districts and 109 colleges is the largest system of higher education in the world, is one of the most successful and respected community college systems in the nation and is the most cost effective segment of higher education in the state; and

WHEREAS, the California Community College system currently serves 2.8 million students, has the most diverse student body in California higher education and provides the major point of entry into higher education for underrepresented students; and

WHEREAS, system leaders within the California Community Colleges, including the organizations of the chief executive officers, local governing board members, Academic Senate, faculty and classified unions, administrators and students have developed a response to these 16 CPR recommendations based on the effect the CPR recommendations would have on the equitable delivery of education programs and services to all students and the comprehensive community college mission, their potential for cost savings and improving effectiveness and innovation, and if they would improve accountability to the public; and

WHEREAS, the system leadership response raises appropriate concerns about certain recommendations and contains several alternative recommendations and options to those proposed in the CPR which would better meet the needs of students and the local communities served by California community colleges while maintaining efficiency, effectiveness and accountability; and,

WHEREAS, the system response has been reviewed by the following boards: California Community Colleges Trustees (CCCT); Chief Executive Officers of the California Community Colleges (CEOCCC); Board of Governors of California Community Colleges, the Academic Senate for the California Community Colleges (ASCCC Executive Committee), Association of California Community College Administrators (ACCCA); Community College Association (CCA/CTA), Community College Council/ California Federation of Teachers/ American Federation (CCC/CFT/AFT), Faculty

Association of California Community Colleges (FACCC), California School Employees Association (CSEA), and California Student Association of Community Colleges (CalSACC);

**THEREFORE BE IT RESOLVED** that the Board of Trustees of the Riverside Community College District supports the California Community College System Leadership Response to the California Performance Review.

---

---

---

---

---

**BOARD OF TRUSTEES OF THE  
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A

DATE: October 19, 2004

Subject: Proposed Recommendations to Appoint a Replacement for Dr. Henry Jackson to Serve on the Bond Oversight Committee

Background: At the August 10, 2004 Board of Trustees meeting, President Mary Figueroa and Ms. Grace Slocum recommended the following individuals to serve on the Bond Oversight Committee:

Business Representative:	Virginia M. Blumenthal, Blumenthal Law Offices
Active Member of Senior Citizen Group:	George Beloz, Ph.D., President, Greater Corona Hispanic Chamber of Commerce
Member of Taxpayer Organization:	-
RCC Student Organization/Student Club:	Cynthia Urnetia, Moreno Valley Puente Program
Member of College Support Organization:	Jamil Dada, Senior Financial Manager, Provident Financial Corporation
Member of San Bernardino and Riverside Counties Central Labor Council:	Brian Unitt, Attorney, Holstein, Taylor, Unitt and Law
At-Large Community Member:	Dr. Horace Jackson, Retired School Administrator

Since then we received a resignation from Dr. Horace Jackson. The subcommittee will recommend to the Board an individual from the existing applicant pool an at-large community member of the Bond Oversight Committee.

Recommended Action: It is recommended that the Board of Trustees approve the subcommittee recommendation of the individual to serve as the at-large community member on the Bond Oversight Committee.

Salvatore G. Rotella  
President

Prepared by: Virginia MacDonald  
Chief of Staff

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: VIII-A

DATE: October 19, 2004

Subject: Proposed Recommendations to Appoint a Replacement for Dr. Henry Jackson to Serve on the Bond Oversight Committee

Background: At the August 10, 2004 Board of Trustees meeting, President Mary Figueroa and Ms. Grace Slocum recommended the following individuals to serve on the Bond Oversight Committee:

Business Representative:	Virginia M. Blumenthal, Blumenthal Law Offices
Active Member of Senior Citizen Group:	George Beloz, Ph.D., President, Greater Corona Hispanic Chamber of Commerce
Member of Taxpayer Organization:	-
RCC Student Organization/Student Club:	Cynthia Urnetia, Moreno Valley Puente Program
Member of College Support Organization:	Jamil Dada, Senior Financial Manager, Provident Financial Corporation
Member of San Bernardino and Riverside Counties Central Labor Council:	Brian Unitt, Attorney, Holstein, Taylor, Unitt and Law
At-Large Community Member:	Dr. Horace Jackson, Retired School Administrator

Since then we received a resignation from Dr. Horace Jackson. The subcommittee will recommend to the Board an individual from the existing applicant pool an at-large community member of the Bond Oversight Committee.

Recommended Action: It is recommended that the Board of Trustees approve the subcommittee recommendation of the individual to serve as the at-large community member on the Bond Oversight Committee.

Salvatore G. Rotella  
President

Prepared by: Virginia MacDonald  
Chief of Staff